EXECUTION VERSION

ASSET PURCHASE AGREEMENT

BY AND AMONG

CHARLIE BROWN'S INC.
THE OFFICE AT BRIDGEWATER, INC.,
THE OFFICE AT CRANFORD, INC.,
THE OFFICE AT MONTCLAIR, INC.,
THE OFFICE AT MORRISTOWN, INC.,
THE OFFICE AT RIDGEWOOD, INC.,
THE OFFICE AT SUMMIT, INC.,

Charlie Brown's Mark Corp. solely as to any Assigned Intellectual Property

VILLA ENTERPRISES LTD., LLC

DATED AS OF
JANUARY 4, 2011

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ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT (this "Agreement") made and entered into this 4th day of January, 2011 among Charlie Brown's Inc, a New Jersey corporation ("Charlie Brown's"), The Office at Bridgewater, Inc., a New Jersey corporation ("Bridgewater"), The Office at Cranford, Inc., a New Jersey corporation ("Cranford"), The Office at Montclair, Inc., a New Jersey corporation ("Montclair"), The Office at Morristown, Inc., a New Jersey corporation ("Morristown"), The Office at Ridgewood, Inc., a New Jersey corporation ("Ridgewood"), The Office at Summit, Inc., a New Jersey corporation ("Summit" and, together with Charlie Brown's, Bridgewater, Cranford, Montclair, Morristown and Ridgewood, each a "Seller" and collectively the "Sellers"), Charlie Brown's Mark Corp., a Delaware corporation, and Villa Enterprises Ltd., LLC, a Delaware limited liability company ("Purchaser").

RECITALS

WHEREAS, the Sellers are, collectively, engaged in the business of operating The Office restaurants listed on Exhibit A (each, a "Restaurant," and collectively, the "Restaurants"). The operation of the Restaurants, collectively, shall be referred to herein as the "Business;"

WHEREAS, on November 17, , 2010, Sellers each commenced voluntary cases, Case Nos. 10-13755 (MFW), 10-13700 (MFW), 10-13749 (MFW), 10-13720 (WFW), 10-13689 (MFW), 10-13691 (MFW), and 10-13743 (MFW) (collectively referred to herein as the "Bankruptcy Cases"), under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, Sellers are currently operating their businesses (including the Business) and managing their properties and assets as debtors and debtors-in-possession pursuant to Sections 1107 and 1008 of the Bankruptcy Code;

WHEREAS, the Sellers wish to sell, and Purchaser wishes to purchase, the Assets of the Business set forth herein on the terms and subject to the conditions set forth in this Agreement and subject to the approval of the Bankruptcy Court and higher and better offers at the Auction;

WHEREAS, the Sellers shall assume and assign the Assumed Leases and the Assumed Contracts, subject to the terms hereof and approval of the Bankruptcy Court, to Purchaser;

WHEREAS, Purchaser acknowledges that the transactions provided in this Agreement are of direct and material benefit to it; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Sellers and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE I
SALE OF ASSETS; EXCLUDED ASSETS

SECTION 1.01. Transferred Assets. Sellers hereby agree to, sell, assume and assign and deliver to Purchaser, and Purchaser hereby agrees to purchase and accept from the Sellers, all of the Sellers' right, title and interest in and to the following assets (but specifically excluding the Excluded Assets) free and clear of all Liens (such assets shall be collectively referred to herein as the "Assets"):

(a) Inventory. All inventory of food, non-alcoholic beverages, alcoholic beverages (only to the extent transferable under applicable Law), paper products, cooking supplies and cleaning supplies used or held for use in the operation of each Restaurant on its applicable Effective Transfer Date (the "Inventory");

(b) Equipment. All fixtures, furniture and equipment, used or held for use (whether at each Restaurant, in storage or in transit) in the operation of each Restaurant on its applicable Effective Transfer Date, including but not limited to tables, chairs, smallwares, signs, lights, ornaments, decor, collectibles, appliances, computers, tools, machinery, display cases, shelves, cabinets, racks, bars, bar equipment, and any desktop and laptop personal computers that are used in the operation of each Restaurant on its applicable Effective Transfer Date except to the extent such equipment is owned by PepsiCo, Inc., an affiliate or a related bottler as set forth in Section 1.01(b) of the Disclosure Schedule and as such ownership shall be proven to the reasonable satisfaction of the Purchaser or in the alternative, as ordered by the Bankruptcy Court. Sellers also transfer to Purchaser all of the unexpired warranties for this equipment when such equipment is transferred;

(c) Assumed Leases. All of the Sellers' interests in and to all Leases set forth in Section 1.01(c) of the Disclosure Schedule (collectively the "Assumed Leases") on the applicable Effective Transfer Date of each Restaurant to which the underlying Assumed Lease pertains, including all of the Sellers' interests in any tenant improvements, fixtures, easements, rights of way and other appurtenances related to such Assumed Lease;

(d) Assumed Contracts. All of the Sellers' rights, privileges and claims under all Contracts of the Sellers relating to each Restaurant to the extent assignable in accordance with their terms and applicable Law (the "Assumed Contracts") on each applicable Effective Transfer Date of such Restaurant;

(e) Liquor Licenses. All of the Sellers' Liquor Licenses used in the operation of each Restaurant set forth in Section 1.01(e) of the Disclosure Schedule (the "Assigned Liquor Licenses") transferred on the applicable Effective Transfer Date of such Restaurant;

(f) Permits. All of the Sellers' Permits relating to each Restaurant that, under applicable Law, the Sellers may transfer to Purchaser (the "Assigned Permits") on the applicable Effective Transfer Date of such Restaurant;

(g) Books and Records. Except as set forth in Section 1.01(g) of the Disclosure Schedule, all books, records, correspondence, advertising and promotional materials, marketing information, operating manuals, training manuals, recipes, menus, business reports, customer lists and databases, studies and pricing information relating exclusively to, or used exclusively in, the operation of the Business, and the right to use, but not exclusively, and a copy of the documentation of, all shared recipes used in connection with the operation of the Restaurants and other businesses of the Sellers; any recipes used exclusively in the Business shall be transferred on an exclusive basis and the Sellers shall not use such recipes after the last Effective Transfer Date; provided, however, that Sellers shall have the right to retain copies of any portions of such materials that relate to the Business or any of the Assets as operated and used by Sellers prior to the applicable Effective Transfer Date .

(h) Intellectual Property. All Intellectual Property Rights used by the Sellers exclusively in connection with the Business set forth on Section 1.01(h) of the Disclosure Schedule, including all goodwill associated therewith, to the extent assignable in accordance with applicable Law (the "Assigned Intellectual Property") upon the Initial Effective Transfer Date; provided that the Sellers will be granted a license to use such Intellectual Property in connection with each Restaurant that is not yet trans-

ferred to Purchaser pursuant to the terms and conditions of a licensing agreement which is to be executed at the Initial Closing Date by the Purchaser and Sellers in the form annexed hereto as Exhibit G (the "Intellectual Property License Agreement");

(i) Telephone Numbers and Listings. All transferable telephone numbers, facsimile numbers, email addresses and directory listings used exclusively in connection with each Restaurant on the applicable Effective Transfer Date of such Restaurant;

(j) [RESERVED];

(k) Cash. Cash on hand at each Restaurant on the applicable Effective Transfer Date;

(l) [RESERVED];

(m) Security Deposits. All security deposits made by the Company that relate to Real Property Leases of each Restaurant on the applicable Effective Transfer Date; provided that such security deposits are exclusively in connection with such Restaurant; and

(n) All assets of every kind and nature related, in whole or in part, to the each Restaurant on its applicable Effective Transfer Date.

All such sales and assumptions and assignments shall be subject to approval in all respects by the Bankruptcy Court pursuant to Sections 363 and 365 of the Bankruptcy Code.

SECTION 1.02. Excluded Assets. Notwithstanding anything to the contrary contained in this Agreement, the Assets do not include the following assets of the Sellers (the "Excluded Assets"):

(a) [RESERVED];

(b) All bank accounts and the amounts on deposit therein, including any bank accounts used in connection with the Business, and any cash or cash equivalents related to the Business other than the cash on hand at each of the Restaurants on its applicable Effective Transfer Date;

(c) All accounts receivable, including accounts receivable generated by each Restaurant for products or services provided prior to such Restaurant's Effective Transfer Date;

(d) All inventories of alcoholic beverages used or held for use in whole or in part in the businesses of any Seller or its Subsidiaries, other than the Business, and all inventories of alcoholic beverages used or held for use exclusively in the operation of the Restaurants, other than those transferable to Purchaser under applicable Law;

(e) All Permits related in whole or in part to businesses of any Seller or its Subsidiaries, other than the Business, and all of the Sellers' Permits related exclusively to the Business, but not transferable to Purchaser under applicable Law;

(f) All Liquor Licenses used other than exclusively in the operation of the Restaurants and all Liquor Licenses used exclusively in the operation of the Restaurants that, under applicable Law, may not be transferred to Purchaser;

(g) All rights, privileges and claims under shared contracts that (i) are not transferable or (ii) relate to businesses other than the Business;

(h) All insurance policies (except as otherwise provided in Section 7.01 with respect to proceeds);

(i) All corporate records and other documents, books, records, customer lists and databases not relating exclusively to the Business (except as otherwise provided in Section 1.01(g)), any books and records related to Sellers' employees the transfer of which would conflict with any confidentiality or privacy obligation of Sellers under applicable Law, and all books and records listed in Section 1.01(g) of the Disclosure Schedule;

(j) All Tax Returns, Tax records and any other Tax related work papers and documentation;

(k) All properties, capital stock, claims, Contracts, goodwill and assets and rights of any nature relating to any extent to any business conducted by the Sellers other than the Business;

(l) All rights under the Transaction Documents;

(m) All Intellectual Property Rights used in whole or in part in connection with businesses of any Seller or its Subsidiaries, other than the Business, including computer software not used exclusively in connection with the Business and computer software used at the Restaurants to report or communicate with other Seller locations, and any licenses of Intellectual Property Rights (including software licenses) that are not assignable pursuant to applicable Law;

(n) All employee benefit plans and assets relating thereto;

(o) All Leases other than the Assumed Leases;

(p) All claims for refunds of Taxes and any other Tax assets;

(q) All deposits (other than security deposits covered by clause 1.01(m) hereto) made exclusively in connection with the Assets or the Business, including escrows relating to liquor purchases, and any prepaid expenses incurred exclusively in connection with the Business including prepaid utilities and any amounts deposited or prepaid with respect to Assumed Contracts, Assumed Leases, Assigned Permits and Assigned Liquor Licenses; and

(r) All Contracts that are not Assumed Contracts.

SECTION 1.03. Assumed Liabilities. Purchaser shall assume and thereafter pay, honor and discharge when due and payable the following liabilities (the "Assumed Liabilities"):

(a) All obligations of the Sellers to be performed under each Assumed Lease, other than obligations arising from acts, omissions and/or breaches prior to the Effective Transfer Date of the underlying Restaurant related to such Assumed Lease, accruing from and after each Effective Transfer Date of the underlying Restaurant related to such Assumed Lease;

(b) [RESERVED];

(c) All obligations of the Sellers to be performed under each Assumed Contract accruing from and after the transfer of such Assumed Contract;

(d) All obligations of the Sellers to be performed under each Assigned Liquor Licenses accruing from and after the transfer of such Assigned Liquor License;

(e) All obligations of the Sellers to be performed under the Assigned Permits accruing from and after the transfer of such Assigned Permit;

(f) All obligations remaining under (i) the Gift Cards, (ii) the Pub Club Rewards Program and (iii) all coupons and promotional offers outstanding as of the Initial Effective Transfer Date; and

(g) All obligations of Purchaser under Purchaser's pro rata portion of the Pro-Rated Payments set forth in Section 1.05 and the transfer Taxes under Section 12.06(a).

SECTION 1.04. Excluded Liabilities. Other than the Assumed Liabilities and Purchaser's pro rata portion of any Pro-Rated Payments, Purchaser shall not assume or retain, pay, discharge, perform or in any way be responsible or liable for any liabilities or obligations of the Sellers (the "Excluded Liabilities") and the Sellers shall retain or assume, pay, discharge, perform and be responsible and liable for such liabilities and obligations, including, without limitation:

(a) any liabilities or obligations with respect to Taxes other than (i) Transfer Taxes for which Purchaser is responsible under Section 12.06(a) and (ii) any other Taxes allocated to Purchaser under Section 12.06(b);

(b) any accrued quarterly bonus associated with any employee benefit plan;

(c) any liability under Leases, Contracts or Permits of the Sellers that are not validly assumed and assigned to Purchaser or under which Purchaser is not provided benefits;

(d) any intercompany debt or any third-party debt of the Sellers;

(e) any liability or obligations relating to, resulting from or arising out of occurrences of or claims by current or former employees or third parties for personal or bodily injury or death or property damage (including any workers' compensation claim) incurred prior to the Closing Date;

(f) any liability arising out of or relating to (i) any products manufactured or sold or any services provided by any Seller prior to the Closing Date or (ii) the business or operations of any Seller prior to the Closing Date, including any warranty, product liability, or other claim;

(g) any liability arising out of or relating to the Excluded Assets;

(h) except as otherwise provided in Section 1.05, any liability for accounts payable of the Sellers as of the Closing Date; and

(i) Any other liabilities or amounts owed to employees pursuant to any 401K or other profit sharing or retirement plans.

SECTION 1.05. Pro-Rated Payments.

(a) The following payments relating to the Business and the Assets (the "Pro-Rated Payments") shall be shared between Purchaser and the Sellers as follows:

(b) Rent payments and other fees, charges and costs payable under each Assumed Lease for the period commencing before and ending after the applicable Effective Transfer Date shall be the obligation of the Sellers for the period prior to such applicable Effective Transfer Date and the obligation of Purchaser for the period from and including such applicable Effective Transfer Date (the parties acknowledge that none of the Assumed Leases contain percentage rent clauses);

(c) Utility charges incurred in connection with the operation of each of the Restaurants for periods commencing before the applicable Effective Transfer Date and ending after such applicable Effective Transfer Date shall be allocated to the Sellers for utility usage for the period prior to such applicable Effective Transfer Date and to Purchaser for the period from and including such applicable Effective Transfer Date;

(d) Real property Taxes, personal property Taxes and other similar Taxes relating to the Assets for any taxable period commencing prior to the Closing Date and ending after the Closing Date shall be prorated as provided in Section 12.06(b);

(e) Charges for services including but not limited to snow removal, trash pickup, security, janitorial and similar services incurred in connection with the operation of each Restaurant for the period commencing before the applicable Effective Transfer Date and ending after such Effective Transfer Date under any Assumed Contracts shall be allocated to the Sellers for services for the period prior to such Effective Transfer Date and to Purchaser for the period from and including such Effective Transfer Date.

(f) Liquor License renewal fees incurred for periods commencing before the applicable Effective Transfer Date and ending after such Effective Transfer Date shall be allocated to the Sellers for the period prior to such Effective Transfer Date and to Purchaser for the period from and including the such Effective Transfer Date.

(g) Unless otherwise provided herein, Pro-Rated Payments shall be made pursuant to the procedures set forth in Section 2.01(b).

ARTICLE II
PURCHASE PRICE; CLOSING

SECTION 2.01. Purchase Price.

(a) Consideration. As consideration for the sale of the Assets to Purchaser, Purchaser shall pay to the Sellers a purchase price (the "Purchase Price") equal to (i) three million four hundred thousand Dollars ($3,400,000) (including the Deposit (as defined in Section 2.01(e))) payable in cash as provided in Section 2.02(d), subject to adjustment as provided herein; plus (ii) the amount of cash on hand at each Restaurant on the applicable Effective Transfer Date which is transferred to the Purchaser pursuant to Section 1.01(k), payable in cash on such applicable Effective Transfer Date; plus (iii) the cost of all Inventory in each Restaurant on the applicable Effective Transfer Date, payable in cash seven (7) days following such Effective Transfer Date.

(b) Statement for Pro-Rated Payments. As soon as practicable after the applicable Effective Transfer Date, the Sellers shall deliver to Purchaser a statement (the "Pro-Ration Statement") of the amounts for the Pro-Rated Payments described in Section 1.05(a). The net amount on the Pro-Ration Statement, as reasonably agreed to by Purchaser, shall be paid by the Sellers or Purchaser, as appropriate, within ten (10) business days after the delivery of the Pro-Ration Statement. Following the applicable Effective Transfer Date, in the event that the amount of any Pro-Rated Payment was incorrectly calculated, the Sellers or Purchaser, as applicable, shall invoice the other Party for the actual amount due. Any such invoice shall list the items paid and the actual cost paid, and the invoiced Party shall pay the invoiced amount within thirty (30) days of receipt of the invoice. Following such Effective Transfer Date, in the event that the actual amount paid is less than the amount for any Pro-Rated Payment on the Pro-Ration Statement, the Party that paid such lesser amount shall reimburse the other Party for the difference between the amount set forth on the Pro-Ration Statement and the actual amount paid within thirty (30) business days of submitting such payment to the applicable third party. Upon request, each Party shall provide the other with reasonable documentation supporting any amounts paid with respect to Pro-Rated Payments.

(c) Inventory Payables and Reimbursements. The accounts payable relating to Inventory in each Restaurant on its applicable Effective Transfer Date (the "Effective Transfer Date Inventory") shall be retained or assumed, as applicable, and discharged by the Sellers and Purchaser shall reimburse the Sellers for the applicable Effective Transfer Date Inventory valued at the actual cost paid for such Effective Transfer Date Inventory. On the applicable Effective Transfer Date, Purchaser and the Sellers shall conduct a physical inventory of the items of Effective Transfer Date Inventory at the Restaurants. Sellers shall invoice Purchaser for the Effective Transfer Date Inventory based on such physical count and Sellers' invoiced cost for such Effective Transfer Date Inventory. Such Effective Transfer Date inventory reimbursement shall be made seven (7) days following such Effective Transfer Date. Nothing herein shall obligate Purchaser to pay for any Inventory that is spoiled and/or expired as of the Effective Transfer Date Inventory.

(d) Leases and Contracts. Sellers shall not reject any Assumed Contract or Assumed Lease in any bankruptcy proceeding following the date hereof without Purchaser's prior written consent. The cure amounts, as determined by the Bankruptcy Court, if any (the "Cure Amounts"), necessary to cure all defaults, if any, and to pay all actual or pecuniary losses that have results from such defaults under the Assumed Leases and the Assumed Contracts (other than those Leases and Contracts which have been rejected with Purchaser's prior written consent) shall be paid by Sellers and not by Purchaser and Purchaser shall have no liability therefor. At each Effective Transfer Date, and pursuant to Section 365 of the Bankruptcy Code, Sellers shall assume and assign to Purchaser the applicable Assumed Leases and the applicable Assumed Contracts.

(e) Deposit. The parties acknowledge that on the date hereof, Purchaser has paid to Sellers a deposit of three hundred and forty-thousand Dollars ($340,000) (the "Deposit"). The Deposit will be held in escrow by Purchaser's attorney (the "Escrow Agent") pursuant to the terms and conditions of an escrow agreement which is to be executed by the Purchaser and Sellers within one business day of the date hereof (the "Escrow Agreement") and will not become property of the Sellers until Closing, by Order of the Court or pursuant to Section 9.02.

SECTION 2.02. Closing; Closing Date; Effective Transfer Date; Payment of Purchase Price.

(a) As used in this Agreement, the term "Transferable Restaurant", shall mean a Restaurant that satisfies all conditions to the obligations of the Parties to consummate the sale and transfer of such Restaurant or has been granted a waiver of such conditions (other than conditions with respect to

actions the respective Parties shall take at the Final Effective Transfer Date), including, but not limited to, all necessary approvals of the Bankruptcy Court, and counsel to Purchaser having confirmed that all necessary approvals have been given to the assignment of the Liquor License related to that Restaurant).

(i) The first restaurant to qualify as a Transferable Restaurant will be labeled as the "First Transferable Restaurant;"

(ii) The second restaurant to qualify as a Transferable Restaurant will be labeled as the "Second Transferable Restaurant;"

(iii) The third restaurant to qualify as a Transferable Restaurant will be labeled as the "Third Transferable Restaurant;"

(iv) The fourth restaurant to qualify as a Transferable Restaurant will be labeled as the "Fourth Transferable Restaurant;"

(v) The fifth restaurant to qualify as a Transferable Restaurant will be labeled as the "Fifth Transferable Restaurant;"

(vi) The sixth restaurant to qualify as a Transferable Restaurant will be labeled as the "Sixth Transferable Restaurant;" and

(vii) The seventh restaurant to qualify as a Transferable Restaurant will be labeled as the "Seventh Transferable Restaurant."

(b) As used in this Agreement, the term "Effective Transfer Date" with respect to each Restaurant, shall mean the day after such Restaurant is classified as a Transferable Restaurant.

(c) A separate closing will occur with each Transferable Restaurant in the order of Section 2.01(a)(i) through (vii). The first closing of the transactions contemplated by this Agreement (the "Initial Closing" and together with all subsequent closings as provided below, the "Closing") shall take place at the offices of Cahill Gordon & Reindel LLP, 80 Pine Street, New York, NY 10005 commencing at 9:00 A.M. local time, no later than the business day following the Effective Transfer Date of the First Transferable Restaurant or at such other place or on such other date as may be mutually agreeable to Purchaser and Sellers. Subsequent closings will occur on the business day following the Effective Transfer date of each Transferable Restaurant. The Initial Closing (and each subsequent Closing), the Parties shall deliver those documents and take such other actions, as to all the Assets, Assumed Contracts, Assumed Leases and Assigned Permits relating to each Restaurant for which such Closing is taking place, the delivery or performance of which are conditions to the other parties' obligations pursuant to Article VIII. The parties contemplate that at or prior to each Effective Transfer Date they may execute all necessary documents to be held in escrow and delivered at each Closing. The date of the first Closing is herein referred to as the "Initial Closing Date" and together with all subsequent closings, the "Closing Date."

(d) The parties acknowledge that on the Initial Closing Date (i) an amount equal to two million three-hundred thousand Dollars ($2,300,000) will be paid to the Sellers as consideration for the First Transferable Restaurant and other assets transferred (for avoidance of doubt not including any other Transferable Restaurant besides the First Transferable Restaurant) on the Initial Closing Date and (ii) an amount equal to seven-hundred sixty-thousand Dollars ($760,000) will be paid to the Escrow Agent to combine with the Deposit to form the remainder of the Purchase Price (the "Escrowed Amount"), which is to be released by the Escrow Agent in accordance with Section 2.02(e), notwithstanding the requirements set forth in the Escrow Agreement.

(e) The Escrow Agent shall be authorized to release from escrow and shall disburse to Sellers and reduce the Escrowed Amount as follows:

(i) Upon the Closing of the Second Transferable Restaurant, $200,000 will be transferred to Sellers.

(ii) Upon the Closing of the Third Transferable Restaurant, $200,000 will be transferred to Sellers.

(iii) Upon the Closing of the Fourth Transferable Restaurant, $200,000 will be transferred to Sellers.

(iv) Upon the Closing of the Fifth Transferable Restaurant, $200,000 will be transferred to Sellers. Forty Thousand dollars ($40,000) of the amount transferred will be considered disbursed from the Deposit.

(v) Upon the Closing of the Sixth Transferable Restaurant, $200,000 will be transferred to Sellers. All of the amount transferred will be considered disbursed from the Deposit.

(vi) Upon the Closing of the Seventh Transferable Restaurant, $100,000 will be transferred to Sellers. All of the amount transferred will be considered disbursed from the Deposit.

(f) At each Closing, Purchaser may designate an Affiliate of Purchaser to take title of such Transferable Restaurant.

SECTION 2.03. [RESERVED].

SECTION 2.04. Bankruptcy Auction.

(a) This Agreement shall be subject to the consideration of higher or better offers submitted at an auction (the "Auction") to be conducted in accordance with the Sale Procedures annexed hereto as Exhibit F (as may be modified by agreement of the Parties or by order of the Bankruptcy Court).

(b) On or before December 23, 2010, the Sellers shall file with the Bankruptcy Court the Sale Procedures Motion and the Sale Motion, including all supporting papers, notices and proposed orders, including but not limited to the Approval Order, seeking authorization for the Sellers to enter into this Agreement, the approval of the Sale Procedures, the scheduling of a hearing under Sections 363 and 365 of the Bankruptcy Code (the "Sale Hearing"), and the approval of the form and manner of notice of the Sale Procedures and the Sale Hearing. The Sale Procedures Motion, the Sale Motion, and all notices, statements, schedules, applications, reports and other papers to be filed by the Sellers in connection therewith shall be in form and substance reasonably satisfactory to Purchaser and shall be served in compliance with Rules 2002, 6004 and 6006 of the Bankruptcy Rules, Sections 363 and 365 and any other applicable provisions of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure, the Local Rules and any applicable orders of the Bankruptcy Court.

(c) The Sellers shall schedule hearings to consider the Sale Procedures Motion and the Sale Motion as soon as possible so as to obtain entry by the Bankruptcy Court of the Sale Procedures Order no later than January 5, 2011, establishment of a deadline for submission of bids no later than January 14, 2011, fixing an Auction by no later than January 18, 2011, and entry by the Bankruptcy Court of the Approval Order no later than January 20, 2011, or such other dates as may be required by the Bankruptcy Court.

(d) The Sellers and Purchaser shall cooperate with filing, serving and prosecuting the Sale Procedures Motion and the Sale Motion and obtaining entry of the Sale Procedures Order and the Approval Order, and the Sellers shall deliver to Purchaser prior to filing, and as early in advance as is practicable to permit adequate and reasonable time for Purchaser its counsel to review and comment on, copies of all proposed pleadings, motions (including, without limitation, the Sale Motion and the Sale Procedures Motion), notices, statements, schedules. applications, reports and other papers to be filed by the Sellers in connection with the Sale Procedures Motion and the Sale Motion and the relief requested therein.

(e) [RESERVED].

(f) Sellers agree that the Sales Procedures for the Auction shall also include the requirement that (i) the bidding occurs in increments of Purchaser's Purchase Price, plus the Expense Reimbursement Fee and in $50,000 increments thereafter (*i.e.*, the additional overbid must be in the amount of $3,615,000).

ARTICLE III
TRANSITIONAL SUPPORT

SECTION 3.01. [RESERVED].

SECTION 3.02. [RESERVED].

SECTION 3.03. Transition of Assigned Liquor Licenses. Subject to the conditions of Closing stated herein, Sellers and Purchaser agree to cooperate in identifying those Assigned Liquor Licenses with respect to which a commercially reasonable arrangement may be reached between the Seller currently holding such Assigned Liquor License and Purchaser to permit the transfer of the Restaurant to which such Assigned Liquor License relates and the continued operation of such Restaurant by Purchaser pending approval by the relevant Governmental Entities of the transfer of such Assigned Liquor License to Purchaser.

SECTION 3.04. Gift Card Processing and Reimbursement. Purchaser shall continue to honor all Gift Cards issued prior to the Closing, Purchaser shall be solely liable for all obligations relating to Gift Cards that have not been redeemed prior to the Closing Date. The Sellers shall have no obligations to reimburse Purchaser for the redemption of any Gift Cards that are redeemed after the Closing Date. Sellers will give Purchaser a list of outstanding gift cards.

SECTION 3.05. Pub Club. Purchaser shall continue to honor all Pub Club membership, points and rewards issued prior to the Closing, and shall enter into an agreement with an appropriate vendor, for the use of such vendor's processing services. Purchaser shall be solely liable for all obligations relating to the Pub Club that have not been redeemed prior to the Closing Date. The Sellers shall have no obligations to reimburse Purchaser for the redemption of any Pub Club rewards or points that are redeemed after the Closing Date. Sellers will supply a list of the Pub Club points and a list of the terms and conditions of the Pub Club.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLERS

Each Seller, jointly and severally, hereby represents and warrants to Purchaser as follows as of the date hereof and as of each Effective Transfer Date:

SECTION 4.01. Organization. Each Seller is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation and is in good standing in each jurisdiction where the character of the property owned or leased by it or the nature of its activities makes such qualification necessary, except where the failure to be so qualified or to be in good standing would not reasonably be expected to have a Material Adverse Effect on the Business. Each Seller has the corporate power and authority to own the Assets owned by such Seller, and each Seller has the corporate power and authority to conduct the business as presently conducted by such Seller, in each case, except where the failure to have such power and authority would not reasonably be expected to have a Material Adverse Effect on the Business.

SECTION 4.02. Authorization. Each Seller, subject to any necessary approvals of the Bankruptcy Court, has full corporate power and authority to execute and deliver all Transaction Documents to which such Seller is, or will be, a party and to consummate the transactions contemplated hereby and thereby. Each Seller has taken all corporate action required by its certificate of incorporation and by-laws or operating agreement to authorize the execution and delivery of all Transaction Documents to which such Seller is a party and to authorize the consummation of the transactions contemplated hereby and thereby. This Agreement is, and each other Transaction Document upon execution and delivery by the Sellers party thereto will be, a legal, valid and binding obligation of each Seller that is a party thereto, enforceable against such Seller in accordance with its terms, subject to any necessary approvals of the Bankruptcy Court.

SECTION 4.03. No Conflicts. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (i) conflict with or violate any provision of the certificate of incorporation or by-laws of any Seller, (ii) conflict with or violate any Law applicable to any Seller in respect of the Business or by which any Asset is bound, or (iii) except as set forth in Section 4.03 of the Disclosure Schedule, conflict with or result in any breach of or constitute a default (or an event which with notice or lapse of time or both would constitute a default) under any agreement or other instrument to which any Seller is a party or by which the Assets are bound or which would result in the creation of any Lien on any of the Assets.

SECTION 4.04. [RESERVED].

SECTION 4.05. Real Property.

(a) Leased Real Property. Section 4.05(a) of the Disclosure Schedule contains a list of all Leases under which the Sellers use or occupy, or have the right or obligation to use or occupy or pay rent, any real property used exclusively in connection with the Business (collectively, the "Real Property Leases"), and the address of each location, the name of the lessor and the date of each Real Property Lease.

(b) With respect to the real property subject to the Real Property Leases (the "Leased Real Property"), the Sellers shall continue the operations of the Leased Real Property in its normal and usual manner and deliver same in no less a satisfactory condition than exists on the signing of this Agreement, normal wear and tear excepted.

SECTION 4.06. Personal Property. Except as set forth in Section 4.06 of the Disclosure Schedule, the Sellers have good and transferable title to all of the tangible personal property included in the Assets (collectively, the "Personal Property") free and clear of any Liens.

SECTION 4.07. Intellectual Property.

(a) Section 4.07(a) of the Disclosure Schedule identifies, as of the date hereof, (i) all Assigned Intellectual Property that is material to the Business (ii) each license, agreement or other permission relating to the Assigned Intellectual Property that is material to the Business whether granted (A) to the Sellers by a third party or (B) by the Sellers to a third party.

(b) To the Knowledge of Sellers, with respect to the operation of the Business, (i) there have not been any infringement actions, (ii) no Seller has received in connection with any Assigned Intellectual Property any written charge, complaint, claim, demand or notice alleging any interference with, infringement or misappropriation of, act of unfair competition with or any other conflict with any Intellectual Property Rights of a third party; and (iii) in the past three (3) years no Seller has sent to any third party or otherwise communicated to another Person any charge, complaint, claim, demand or notice asserting infringement or misappropriation of, or other conflict with, any Intellectual Property Right of such Seller in or to the Assigned Intellectual Property, by such other Person or any acts of unfair competition by such other Person.

SECTION 4.08. Purchased Assets. Sellers have good, valid and marketable title to, or valid leasehold or license interests in, as the case may be, all of the Assets, which it shall, subject to any approvals of the Bankruptcy Court, transfer free and clear of any Lien. The Assets constitute all the material assets, rights and properties used or held for use in the conduct of the Business as conducted as of the date of the most recent Financial Reports, subject to such changes in Inventory as have occurred in the ordinary course of business consistent with past practice or otherwise permitted by this Agreement since such date. Except as disclosed in Section 4.08 of the Disclosure Schedule, all of the Assets are in normal operating condition and repair, ordinary wear and tear excepted, commensurate with such Assets' age, and the Assets are in usable condition. Except as set forth in Section 4.08 of the Disclosure Schedule, the Assets constitute all of the material assets, properties and rights, tangible and intangible, necessary for the continued operation of the Business consistent with the manner in which the Sellers were operating the Business prior to the date of this Agreement.

SECTION 4.09. Employment, Labor and Employee Benefit Matters. Sellers acknowledge that Purchaser is buying the Assets and not guaranteeing employment to any employees. There are no known employment law or similar issues, suits, or contracts that impact the Assets.

SECTION 4.10. Compliance with Law; Permits. Except as would not (i) materially and adversely affect the ability of the Sellers to operate the Business, or (ii) otherwise reasonably be expected to have a Material Adverse Effect on the Business, the Sellers are not in violation of any applicable Laws. The Sellers hold all material Permits issued or provided by Governmental Entities, which are necessary for the ownership of the Assets and the operation of the Business, all of which are listed in Section 4.10 of the Disclosure Schedule.

SECTION 4.11. Litigation. Except as set forth in Section 4.11 of the Disclosure Schedule, no claims, actions, suits, proceedings or investigations are pending or, to the Knowledge of Sellers, threatened before any arbitrator or Governmental Entity relating to the Business or the Assets, which if determined adversely to the Business or the Assets would reasonably be expected to have a Material Adverse Effect, or which seek to prevent the consummation of the transactions contemplated by this Agreement.

SECTION 4.12. Financial Information. Schedule 4.12(a) sets forth copies of unaudited historical balance sheet items of The Office Concept as of September 26, 2010 and income state-

ment for the two year period ended September 26, 2010 (the "Financial Reports"). The Financial Reports have been prepared in accordance with the assumptions set forth therein.

The Financial Reports have been prepared in good faith based upon the books and records of Sellers, consistent with past practices of Sellers, except as described in Section 4.12(b) of the Disclosure Schedule.

SECTION 4.13. [RESERVED].

SECTION 4.14. [RESERVED].

SECTION 4.15. [RESERVED].

SECTION 4.16. Environmental Matters. As it pertains to environmental matters, (i) the Sellers have complied, and their operation of the Business and the Assets have complied with all Environmental Laws applicable to the Business and the Assets; (ii) the Sellers have not received any written notice, demand, claim or request for information from any Person alleging a violation of, or any liability under, any applicable Environmental Law relating to the Business or Assets; (iii) the Sellers have obtained all Permits required under applicable Environmental Laws with respect to the Business and Assets, and the Sellers, Business and Assets are all in compliance with the terms and conditions of such Permits; (iv) there are no pending or to the Knowledge of Sellers threatened, actions, claims, notices of violation, investigations, notices of potential liability or requests for information under or pursuant to any Environmental Law relating to the Business or Assets; (v) the Sellers are not currently conducting any investigation, response or other corrective action pursuant to any Environmental Law at any of the Assets, or at any facility or property formerly owned, leased or operated in connection with the Business, nor are they a party to any Contract, order, judgment or decree which obligates any of them to conduct any such actions; (vi) to the Knowledge of Sellers, there are no activities, occurrences or conditions relating (a) to the Business or (b) to the Assets, to the extent arising out of the operation or use thereof by any of the Sellers, including without limitation the Release of any Hazardous Materials, that could reasonably be expected to result in any violation of or liability under any Environmental Law; and (vii) to the Knowledge of Sellers, there are not now at any of the Assets any (a) underground storage tanks or related piping, (b) aboveground storage tanks or related piping, (c) impoundments (d) landfill areas (e) asbestos or asbestos-containing materials, or (f) polychlorinated biphenyls.

None of the representations and warranties in this Agreement, other than those contained in this Section 4.16, shall address matters involving Environmental Laws, Hazardous Materials or other environmental matters as they relate to the Sellers, the Business or the Assets.

SECTION 4.17. [RESERVED].

SECTION 4.18. [RESERVED].

SECTION 4.19. Insurance. Section 4.19 of the Disclosure Schedule sets forth an accurate and complete list of all insurance policies held by the Sellers that relate to the Business or Assets (the "Insurance Policies"), which list includes (a) the name of the insurer and agent, (b) the amount of coverage and (c) the expiration date, as applicable. Each Insurance Policy is currently in full force and effect. All insurance premiums for such policies have been timely paid. The Sellers are in compliance with the terms and conditions of the Insurance Policies. No Seller has received any notice of cancellation or non-renewal of any Insurance Policy nor, the Knowledge of Sellers, is the termination of any the Insurance Policies threatened. No Seller has received any declination of coverage from insurers with respect to any currently pending claim that relates to the Business or the Assets tendered for defense or recovery.

SECTION 4.20. [RESERVED].

SECTION 4.21. Third Party Consents and Governmental Approvals. Except for necessary Bankruptcy Court approvals and such third-party consents and government approvals that are listed in Section 4.21 of the Disclosure Schedule and any additional third-party consents or government approvals that are obtained on or prior to the Closing Date, no approval of any Governmental Entity or other approval, consent, waiver, order or authorization of, or registration, qualification, declaration, or filing with, or notice to, any third party is required on the part of any Seller in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated by this Agreement.

SECTION 4.22. Brokers and Finders. Except for Raymond James & Associates, Inc., no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of Sellers. Except as otherwise provided for herein, Sellers are solely responsible for the Bankruptcy Court-approved fees and expenses of Raymond James & Associates, Inc. in connection with this transaction.

SECTION 4.23. Sales Taxes. Sales taxes pertaining to the Business and Assets have been paid to date and in full.

SECTION 4.24. No Other Representations or Warranties. Except as expressly set forth in this Agreement, no Seller nor any agent or representative of any Seller has made, and no Seller is liable for, any other express or implied representations or warranties, guarantees, promises, statements, inducements, representations, or information pertaining to the Business or the Assets. Without limiting the generality of the foregoing, except as expressly set forth herein, no Seller is liable for or bound by, and Purchaser has not relied upon, any oral or written statements, representations or any other information respecting the Business or the Assets furnished by any Seller or any agent or representative of any Seller, including but not limited to projections, estimates and other forecasts with respect to the Business and the Restaurants that have been provided by any Seller in connection with Purchaser's investigation of the Business.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represent and warrant to Sellers as follows as of the date hereof and as of each Effective Transfer Date:

SECTION 5.01. Organization. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of Delaware.

SECTION 5.02. Authorization. Purchaser has full corporate or limited liability company power and authority to execute and deliver this Agreement and all other documents contemplated hereby and to consummate the transactions contemplated hereby and thereby. Purchaser has taken all corporate action required by its certificate of incorporation and by-laws to authorize the execution and delivery of this Agreement and all other documents contemplated hereby and thereby. This Agreement is, and each other Transaction Document (upon execution and delivery by Purchaser) will be, a legal, valid and binding obligation of Purchaser, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

SECTION 5.03. No Conflicts. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (i) conflict with or violate any provision of the certificate of incorporation or by-laws, as applicable, of Purchaser, (ii) conflict with or violate any Law applicable to Purchaser in respect of its business or by which any of the assets of its business is bound, or (iii) conflict with or result in any breach of or constitute a default (or an event which with notice or lapse of time or both would constitute a default) under any agreement or other instrument to which Purchaser is a party or by which its assets are bound, excluding from the foregoing in clauses (ii) and (iii) above such conflicts, breaches or defaults which, either singly or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

SECTION 5.04. No Brokers and Finders. Except for Raymond James & Associates, Inc. and Hilco Real Estate, LLC, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of Sellers. Except as otherwise provided for herein, Sellers are solely responsible for the Bankruptcy Court-approved fees and expenses of Raymond James & Associates, Inc. and Hilco Real Estate, LLC in connection with this transaction.

SECTION 5.05. No Other Representations or Warranties. Purchaser acknowledges and agrees that no Seller nor any other Person has made any representation or warranty, expressed or implied, as to the Business, the Assets or The Office Concept or the accuracy or completeness of any information regarding the Business, the Assets or The Office Concept furnished or made available to Purchaser and its representatives, except as expressly set forth in this Agreement, the Disclosure Schedule or the Exhibits hereto. Purchaser has not relied on any representation or warranty from any Seller or any other Person in determining to enter into this Agreement, except as expressly set forth in this Agreement, the Disclosure Schedule and the Exhibits hereto.

SECTION 5.06. Ability to Consummate Transaction. Purchaser has and will have sufficient funds to pay the Purchase Price in full in cash at Closing, and all other amounts payable by Purchaser under this Agreement, together with all fees and expenses of Purchaser associated with the transactions contemplated hereby.

ARTICLE VI
COVENANTS

The Parties covenant and agree as follows:

SECTION 6.01. Efforts to Complete Transaction. Each Party shall use its commercially reasonable efforts to take all action and to do all reasonable things necessary, proper, or advisable in order to consummate and make effective the transactions contemplated by this Agreement (including satisfaction, but not waiver, of the Closing conditions set forth in Article VIII below).

SECTION 6.02. Consents; Filings. Each Party shall use its commercially reasonable efforts to (i) obtain any consents, approvals or other authorizations required in connection with the transactions contemplated by this Agreement, including necessary Bankruptcy Court approvals (without limiting the foregoing, Sellers shall take all commercially reasonable steps legally required of them to make Purchaser's application for the Assigned Liquor License transfer possible and agree to reasonably cooperate and assist with Purchaser's efforts in connection therewith including providing copies of the existing applications and floor plans and assisting with any requirement to document the assignment of the Assumed Leases sufficiently for the Division of Alcoholic Beverage Control for the state of New Jersey) and

(ii) make any necessary filings and notifications, and thereafter make any other submissions either required or deemed appropriate by each Party, in connection with the transactions contemplated by this Agreement, including any filings or notifications under (A) the Securities Act, the Securities Exchange Act and state securities or "blue sky" Laws and (B) any other applicable Laws. Notwithstanding the foregoing, nothing herein shall obligate Purchaser to accept what it deems to be reasonably unacceptable conditions for the transfer or assignment of any of the contracts and/or agreements herein being assigned and/or transferred.

SECTION 6.03. Operation of Business. Sellers shall continue until each applicable Closing to conduct each Restaurant in substantially the same manner as heretofore conducted, and, without limiting the generality of the foregoing,

(a) shall, unless otherwise provided in this Agreement (including without limitation obtaining the necessary Bankruptcy Court approvals):

(i) perform in all material respects all Contracts in relation to the Business which by their terms require performance by any Seller;

(ii) use their commercially reasonable efforts to preserve, in the aggregate and in all material respects, their respective properties and operations related to the Business and relationships of the Business with suppliers, customers and other Persons with whom the Business has material commercial dealings;

(iii) keep all insurance policies with respect to the Business, or comparable replacements, in full force and effect until the underlying Assets are transferred to the Seller;

(b) shall not, unless otherwise expressly approved in writing by Purchaser, which approval shall not be unreasonably delayed, conditioned or withheld or otherwise required by the Bankruptcy Court:

(i) remove or sell, or cause to be removed or sold, any Assets, except such Personal Property as may be consumed or disposed of in the regular course of the Business or such Real Property Leases as may be transferred from the Sellers to an Affiliate of the Sellers in accordance with the terms of Section 6.12;

(ii) [RESERVED];

(iii) (A) start litigation or arbitration proceedings related to the Business except in the ordinary course of business; or (B) compromise, settle, release or discharge any litigation or arbitration proceedings related to the Business other than litigation or arbitration proceedings that are settled or compromised for aggregate payments by the Business that do not exceed $50,000 individually or $100,000 in the aggregate, to the extent such payments are not covered by insurance;

(iv) enter into any Contract, written or oral, in relation to the Business potentially binding Purchaser after the transfer of the Assets to it, except usual and ordinary commitments for the purchase of goods and services (which shall not include capital expenditures in excess of $20,000 individually or in the aggregate);

(v) distribute coupons or promotional offers other than in a manner that is consistent with past practices; or

(vi) agree or commit to take any of the foregoing actions.

SECTION 6.04. Access to Information.

(a) Pre-Closing Access. Sellers shall permit representatives of Purchaser to have, upon 3 days prior written notice to Sellers, full access at all reasonable times prior to each applicable Closing, and in a manner so as not to interfere with the normal operations of the Business or Sellers' other businesses, to all premises, properties, personnel, books, records (including Tax records), Contracts, and documents of or pertaining to the Business and the Assets. For the avoidance of doubt, such access shall include reasonable access to and cooperation from the Sellers' relevant information technology systems and employees to permit the integration of the Business' systems with those of the Purchaser and its Affiliates. With respect to the information disclosed to Purchaser and its representatives pursuant to this Section 6.04(a), Purchaser shall comply with all of the obligations of Purchaser under the Confidentiality Agreement of Purchaser to Raymond James & Associates, Inc. for itself and as representative and on behalf of CB Holding Corp. dated September 22, 2010 (the "Confidentiality Agreement").

(b) Post-Closing Access for Purchaser. For a period of three (3) years following the Final Closing Date, Sellers shall permit representatives of Purchaser to have, upon 3 days prior written notice to Sellers, reasonable access at reasonable times, and in a manner so as not to interfere with the normal operations of Sellers' other businesses, to personnel, books, records (including Tax records), Contracts, and documents of or pertaining to the Business or the Assets as may reasonably be requested by Purchaser in connection with any audits (including Tax audits), investigations, regulatory filings (including filings with the Securities and Exchange Commission and Tax authorities) or other legal compliance.

(c) Post-Closing Access for Sellers. For a period of three (3) years following the Final Closing Date, Purchaser shall permit representatives of Sellers to have reasonable access at reasonable times, and in a manner so as not to interfere with the normal operations of Purchaser's businesses, to any books or records included in the Assets as may reasonably be required by Sellers in connection with any audits, investigations, regulatory filings (including filings with the Securities and Exchange Commission) or other legal compliance.

SECTION 6.05. Notification of Certain Matters.

(a) Notification of Changes. From the date of this Agreement and until the Final Closing Date, Sellers or Purchaser, as the case may be, shall promptly notify the other of (i) its obtaining actual knowledge as to the matters set forth in clauses (x) and (y) below, or (ii) the occurrence, or failure to occur, of any event, which occurrence or failure to occur would cause (x) any representation or warranty contained in this Agreement to be untrue or inaccurate in any material respect at any time from the date hereof to the Closing, or (y) any material failure of Sellers or Purchaser, as the case may be, to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it under this Agreement and shall use commercially reasonable efforts to cure before the Effective Time, any event, transaction or circumstance occurring after the date of this Agreement that causes or will cause any such covenant or agreement under this Agreement to be breached or that renders or will render untrue any such representation or warranty contained in this Agreement; provided, however, that no such notification shall affect the representations or warranties of the Parties or the conditions to the obligations of the Parties hereunder.

(b) Notices from Third Parties. From the date of this Agreement and until the Final Closing Date, Sellers or Purchaser, as the case may be, shall promptly notify the other of (i) any written notice or other communication from any third party alleging that the consent of such third party is or may be required in connection with the transactions contemplated by this Agreement and (ii) any written notice or other communication from any Governmental Entity or any other third party in connection with the transactions contemplated hereby.

SECTION 6.06. [RESERVED].

SECTION 6.07. Licenses and Permits. Purchaser shall use its commercially reasonable efforts, but always in compliance with applicable Law, to secure from the applicable licensing authorities (i) all Liquor Licenses other than the Assigned Liquor Licenses required for Purchaser's operation of the Restaurants; (ii) consent to the assignment to Purchaser of the Assigned Liquor Licenses, to the extent necessary and issuance of any necessary temporary or provisional Permits required for the Purchaser's continued operation of the Restaurants; and (iii) all Permits required for the operation of the Restaurants that are not transferable by the Sellers. The later to occur of February 4, 2011 or a final non-appealable Sale Procedures Order, Purchaser shall had made all complete government filings, including but not limited to each local issuing authority, for purposes of transferring all the Assigned Liquor Licenses to the Purchaser. Purchaser shall comply with and carry out any and all reasonable requirements, demands, requests, rules, and regulations of the local issuing authority, so as to expedite the approval of the issuance or transfer of such Liquor Licenses and Permits. Sellers shall use commercially reasonably efforts to cooperate with Purchaser in obtaining the Liquor Licenses and Permits required to operate the Restaurants and will promptly comply with reasonable requests made by any local issuing authority.

SECTION 6.08. Employees. Purchaser will have the right but not the obligation to hire Sellers' employees after they have been terminated by Sellers. Purchaser will not assume any obligations or liabilities pertaining to the employees' employment with Sellers.

SECTION 6.09. Non-Solicitation and Non-Hire.

(a) Except as otherwise provided in Section 6.08, for a period ending two years after the Final Closing Date, without Purchaser's prior consent, Sellers shall not, and shall cause their Affiliates not to, directly or indirectly, employ or retain, any individual who was employed as a restaurant manager or higher level manager at the Business within twelve (12) months prior to the date of such employment or retention; provided, however, that Sellers and their Affiliates shall not be prohibited from employing or retaining persons who respond to a general solicitation or advertisement directed to general applicant pools.

(b) Except as otherwise provided in Section 6.08, for a period ending two years after the Closing Date, without Sellers' prior consent, Purchaser and its Subsidiaries shall not, directly or indirectly, employ or retain, any individual who was employed as a restaurant manager or higher level manager at any of Sellers' restaurant concepts (other than The Office Concept) within twelve (12) months prior to the date of such employment or retention; provided, however, that Purchaser and its Subsidiaries shall not be prohibited from employing or retaining persons who respond to a general solicitation or advertisement directed to general applicant pools.

(c) From and after the Final Closing Date, Sellers shall not, and shall cause their Affiliates not to, use in any manner any lists or databases of customers or suppliers (including those relating to any customer loyalty programs) relating exclusively to The Office Concept.

(d) For a period ending two years after the Final Closing Date, without Sellers' consent, Purchaser shall not employ, retain or obtain services from the parties listed in Section 6.09(c) of the Disclosure Schedule, each of whom provide from time to time services to Sellers with respect to its restaurant concepts.

SECTION 6.10. Announcements; Confidentiality.

(a) Public Announcements. Each party hereto agrees that no public release or announcement concerning the transactions contemplated by this Agreement shall be issued by any such party without the prior consent of the other parties hereto (which consent shall not be unreasonably withheld or delayed), except (a) press releases by each of Purchaser and Sellers regarding the execution of this Agreement and the Closing, (b) an announcement by Sellers to employees of the Business regarding the execution of this Agreement and the Closing and (c) any other release that may be required by Purchaser pursuant to applicable Laws; provided, however, in the case of each of (a)-(c) above, the party electing to or required to make the release or announcement shall allow the other parties reasonable time to comment on such release or announcement in advance of such issuance and will not make any statement if any other party reasonably objects.

(b) Confidentiality.

(i) All information not previously disclosed to the public or generally known to persons engaged in the Business or in any other business of any Seller which shall have been or will be furnished by any Seller to the Purchaser in connection with the transactions contemplated hereby or as provided pursuant to this Agreement shall be considered confidential information and treated in accordance with the Confidentiality Agreement between the Purchaser and the Sellers. The Confidentiality Agreement shall terminate at the Final Closing Date.

(ii) After the Final Closing Date, the Sellers shall treat and hold as confidential any information concerning the business and affairs of the Business that is not already generally available to the public (the "Business Confidential Information"), refrain from using any of the Business Confidential Information, and (except for any information that this Agreement expressly permits any Seller to retain) deliver promptly to the Purchaser, at the request and expense of the Purchaser, all tangible embodiments (and all copies) of the Business Confidential Information which are in its possession or under its control; provided, however, Sellers may retain one hard copy (1) as well as electronic copies of Business Confidential Information to comply with applicable Law or regulation or to comply with policies consistent with past practices. If the Sellers are required to disclose any Business Confidential Information in order to avoid violating any applicable Law, the Sellers will provide the Purchaser with prompt notice of such requirement. To the extent legally permissible and at the Purchaser's expense, the Sellers shall provide the Purchaser, in advance of any such disclosure, with copies of any Business Confidential Information that the Sellers intend to disclose (and, if applicable, the text of the disclosure language itself) and shall cooperate with the Purchaser to the extent the Purchaser may seek to limit such disclosure. If in the absence of a protective order or the receipt of a waiver from the Purchaser after a request in writing therefore is made by the Sellers, and after complying with the foregoing, the Sellers are, on the advice of counsel required by applicable law or legal process to disclose Business Confidential Information, such Seller may do so; *provided* that such Seller shall disclose only such portion of the Business Confidential Information as it is required to disclose.

(iii) After the Final Closing Date, the Purchaser shall treat and hold as confidential any information concerning the Business and the business and affairs of the Sellers unrelated to the operation of the Business and that is not already generally available to the public (the "Seller

Confidential Information"), refrain from using any of the Seller Confidential Information, and (except for any information that this Agreement expressly permits the Purchaser to retain) deliver promptly to the Sellers, at the request and expense of the Sellers, all tangible embodiments (and all copies) of the Seller Confidential Information which are in its possession or under its control. If the Purchaser is required to disclose any Seller Confidential Information in order to avoid violating any applicable law, the Purchaser will provide the Sellers with prompt notice of such requirement. To the extent legally permissible and at the Sellers' expense, the Purchaser shall provide the Sellers, in advance of any such disclosure, with copies of any Seller Confidential Information that the Purchaser intends to disclose (and, if applicable, the text of the disclosure language itself) and shall cooperate with the Sellers to the extent the Sellers may seek to limit such disclosure. If in the absence of a protective order or the receipt of a waiver from the Sellers after a request in writing therefore is made by the Purchaser, and after complying with the foregoing, the Purchaser is, on the advice of counsel required by applicable law or legal process to disclose Seller Confidential Information, the Purchaser may do so; provided that the Purchaser shall disclose only such portion of the Seller Confidential Information as it is required to disclose.

SECTION 6.11. Assumed Leases. Sellers will pay all "cure" costs under Bankruptcy Code Section 365(b) associated with the Assumed Leases.

SECTION 6.12. Assumed Contracts. Sellers will pay all "cure" costs under Bankruptcy Code Section 365(b) associated with the Assumed Contracts.

SECTION 6.13. Restaurant Dining Cards. From and after the Initial Closing Date, Purchaser shall not be obligated to honor any cards provided by the Sellers to employees of the Sellers, or their Affiliates, prior to the Initial Closing Date for use in dining at the Restaurants.

SECTION 6.14. Inventory. Purchaser shall purchase, pay for and be entitled to receive all Inventory held by Sysco Corporation for each Restaurant on its applicable Effective Transfer Date, which Inventory bears any The Office intellectual property or is otherwise held for distribution exclusively to The Office restaurants and has been acquired in the ordinary course of business.

SECTION 6.15. Change of Corporate Names.

(a) Promptly (but in any event within five (5) business days) following each applicable Closing Date, such Seller who owns the applicable Restaurant that is transferred and whose corporate name includes the words "The Office", shall change its corporate name to a name that does not include the words "The Office";

(b) Any Seller whose corporate name includes the words "The Office" and possesses a Restaurant Intellectual Property License after the Final Closing Date, shall be permitted to retain its corporate name for the duration of the Restaurant Intellectual Property License. Promptly (but in any event within five (5) business days) following the expiration of such license such Seller shall change its corporate name to a name that does not include the words "The Office"; and

(c) Any Affiliate that does not directly own any Restaurants, whose name includes the words "The Office", shall change its corporate name to a name that does not include the words "The Office" promptly (but in any event within five (5) business days) following the Initial Closing Date.

SECTION 6.16. Closing Balance Sheet. Promptly (but in any event within thirty (30) days of the date of such balance sheet) following the Closing of each Restaurant, Sellers shall deliver to Purchaser a statement setting forth key balance sheet items of the Business relating to such Restaurant as

of the most recently ended fiscal period, which balance sheet shall be prepared in good faith on the same basis as the Financial Reports.

SECTION 6.17. Post-Closing Cooperation; Retransfer. Following each applicable Closing Date, in the event that Purchaser or any Seller identifies any asset or other right that (x) was transferred to Purchaser pursuant to this Agreement but that does not constitute an Asset or (y) was not transferred to Purchaser pursuant to this Agreement but constitutes an Asset, Purchaser or such Seller, as the case may be, shall and shall cause each of its Affiliates and Subsidiaries, to the extent applicable, to execute agreements to transfer any and all rights in such assets or other rights to the Sellers or their Affiliates or Purchaser or its Affiliates, as the case may be, for no consideration and take such further actions and execute such further documents as may be necessary or reasonably requested by such Seller or Purchaser, as the case may be, in order to effectuate such transfer and to provide such Seller or Purchaser, as the case may be, with the benefits of such assets or rights; provided, that nothing in this Section 6.17 shall require Sellers to make any expenditure or incur any obligation on its own or on behalf of Purchaser.

SECTION 6.18. Bulk Sales. Any escrow required by the New Jersey Division of Taxation pursuant to the New Jersey Bulk Transfer Statute regarding all the Restaurants shall (notwithstanding the Approval Order or any subsequent order of the Bankruptcy Court) be made from the sale proceeds at the time of the Initial Closing Date. Sellers shall provide full cooperation with Purchaser in filing the bulk sale notice with the State of New Jersey.

SECTION 6.19. Acquired Assets "AS IS"; Purchaser's Acknowledgment Regarding Same. Purchaser agrees, warrants and represents that (a) Purchaser is purchasing the Assets on an "AS IS" and "WITH ALL FAULTS" basis based solely on Purchaser's own investigation of the Assets and Business and (b) except as expressly provided in this Agreement, neither Sellers nor any Affiliate of Sellers has made any warranties, representations or guarantees, express, implied or statutory, written or oral, respecting the Assets, any part of the Assets, the financial performance of the Assets or the Business, or the physical condition of the Assets. Purchaser further acknowledges that the consideration for the Assets specified in this Agreement has been agreed upon by Sellers and Purchaser after good-faith arms-length negotiation in light of Purchaser's agreement to purchase the Assets "AS IS" and "WITH ALL FAULTS" except as provided in this Agreement. Purchaser agrees, warrants and represents that, except as set forth in this Agreement, Purchaser has relied, and shall rely, solely upon its own investigation of all such matters, and that Purchaser assumes all risks with respect thereto. EXCEPT AS SET FORTH IN THIS AGREEMENT, SELLERS MAKE NO EXPRESS WARRANTY, NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND NO IMPLIED OR STATUTORY WARRANTY WHATSOEVER WITH RESPECT TO ANY REAL OR PERSONAL PROPERTY OR ANY FIXTURES OR THE ASSETS.

ARTICLE VII
CASUALTY AND CONDEMNATION

SECTION 7.01. Casualty.

(a) Until the applicable Closing Date, Sellers shall maintain the same or substantially the same (the definition of "substantially" herein meaning no material change in coverage) casualty insurance coverage for the Leased Real Property as is currently carried by Sellers. If prior to such Closing Date any portion of any of the improvements located on any Leased Real Property is damaged or destroyed by fire or other casualty, then Sellers shall (i) promptly deliver written notice to Purchaser of the occurrence of such casualty (and of any action by the landlord pursuant to clause (x) of the following sen-

tence) and (ii) commence repairs and protections required under applicable insurance policies and land use requirements to safeguard the property in question. If, as a result of such damage or destruction to Leased Real Property, (x) the landlord under such Real Property Lease has the right to terminate such Real Property Lease as a result of such damage, destruction or other casualty and, in fact, terminates such Real Property Lease within the time specified in the applicable Real Property Lease, (y) the applicable Seller or party to such Real Property Lease has a right to terminate such Real Property Lease and Purchaser notifies Sellers that it elects to have that termination right exercised which notice is received by Sellers in reasonably sufficient time to allow the applicable Seller to exercise such right, or (z) the damage to such Leased Real Property is of a substantial nature that cannot reasonably be expected to be repaired within six (6) months, then Purchaser may elect to terminate this Agreement as to the real property subject to such Real Property Lease only by the provision of prior written notice to the applicable Seller (the "Casualty Termination Notice"). The Casualty Termination Notice shall be provided to Sellers (i) in the case of (x) and (z), within ten (10) business days after the later of Purchaser's receipt of Sellers' notice of the occurrence of such casualty and Purchaser's receipt from Sellers of notice of the landlord's exercise of its right to terminate or (ii) in the case of (y), on the date Purchaser notifies Sellers that it elects to have any Sellers' termination right under a Real Property Lease exercised. In the case of termination of this Agreement by Purchaser as to any property subject to a casualty loss in accordance with the foregoing provisions, the Purchase Price shall be reduced in an amount equal to $100,000, and such property and any insurance proceeds or other rights related thereto shall be deemed Excluded Assets and shall be deemed not included in the definition of the "Business" for purposes of this Agreement. In any case, except as set forth in this Section 7.01, the Sellers shall have no obligation to repair or restore any property suffering casualty damage or loss prior to such Closing Date.

(b) Except as otherwise provided in clause (a) above, if such damage or destruction is to Leased Real Property and the related Real Property Lease is not terminated by the landlord or the applicable Seller, at the direction of the Purchaser, then Purchaser shall have no right to terminate this Agreement as to the property subject to such casualty. With respect to any Leased Real Property that (i) has suffered a casualty prior to its applicable Closing Date, which casualty has not been repaired prior to such Closing Date and (ii) is not removed from the transaction pursuant to Section 7.01(a) above, Sellers shall maintain the same or substantially the same (the definition of "substantially" herein meaning no material change in coverage) casualty (including business interruption) insurance as is then carried by Sellers immediately prior to the casualty with respect to such Restaurant until such Restaurant has reopened for business. With respect to such a Restaurant, Sellers shall take commercially reasonable efforts to preserve rights Sellers may have to proceeds under such casualty (including business interruption) insurance policies following a casualty to any such Restaurant so as to allow any proceeds collectible under such policies to be continued to be paid by the applicable insurer to the applicable Seller as if such Seller continued to operate such Restaurant until the Restaurant has reopened for business. Purchaser shall cooperate with Sellers in the filing and adjustment of insurance claims with respect to such Leased Real Property by providing such information and taking such other actions as the applicable Seller insurance carrier or any Seller may request. Following the casualty and prior to the applicable Closing Date, the applicable Seller will promptly proceed with the repair of the damaged Restaurant pursuant to Contracts entered into by the applicable Seller so as to complete the repair or reconstruction of, and reopen, the Restaurant for business as soon as practicable; provided, that Sellers shall not enter into a Contract requiring expenditures or obligations (together with any other such expenditures or obligations by the Sellers) in excess of $500,000 in the aggregate or expend insurance proceeds or other amounts (together with any other such expenditures by the Sellers) in excess of $500,000 in the aggregate with respect to such Leased Real Property without the prior written consent of Purchaser (such consent not to be unreasonably conditioned, withheld or delayed). To the extent that such repair or reconstruction is not completed at such Closing Date, the applicable Seller shall assign to Purchaser and Purchaser shall assume as Assumed Liabilities, all Contracts entered into pursuant to the preceding sentence to which such applicable Seller shall be party with respect to the repair or reconstruction of such Leased Real Property and shall assume all repair and

reconstruction of such Leased Real Property. Following such Closing Date, Purchaser shall promptly proceed with the repair or reconstruction of the damaged Restaurant pursuant to any Contracts entered into by the applicable Seller prior to such Closing Date or other Contracts entered into by Purchaser so as to complete the repair or reconstruction of, and reopen, the Restaurant for business as soon as practicable. Sellers agree to pay to Purchaser an amount equal to the business interruption insurance proceeds that Sellers would have been entitled to receive with respect to such Restaurant as a result of the casualty for the period after the Closing Date that the Restaurant is closed as a result of the casualty had Sellers (x) continued to own such Restaurant following the applicable Closing Date and (y) continued the insurance policies that were in effect immediately prior to such Closing Date. To the extent that Purchaser does not complete the repair or reconstruction and reopening of the Restaurant for business within the time limits required by Sellers' insurance coverage as in effect immediately prior to such Closing Date with respect to such Restaurant, or in the event that Purchaser's actions with respect to the repair, reconstruction or reopening of the Restaurant or other actions taken by Purchaser cause the diminution or termination of insurance proceeds payable to such Seller or the term for which proceeds are payable to such Seller, Sellers' obligations with respect to payments to Purchaser required pursuant to the preceding sentence shall be accordingly diminished or terminated in an amount equal to the amount that insurance proceeds payable to such Seller would have been diminished or terminated if the conditions in clauses (x) and (y) of the preceding sentence were satisfied and such Seller had failed to complete the repair, reconstruction or reopening within such time periods or such Seller had taken such actions, Sellers agree to pay to Purchaser a portion of the deductible with respect to a casualty claim equal to the total amount of the applicable deductible multiplied by a fraction, the numerator of which is the total amount of the claim (without reduction for any deductible amount) for both casualty and business interruption losses but excluding the portion of the claim attributable to business interruption losses for business interruption from the date of the casualty to the date of such Closing, and the denominator of which is the total amount of the claim (without reduction for any deductible amount) for both casualty and business interruption losses. Sellers agree to pay to Purchaser all insurance proceeds received by Sellers for casualty to the Leased Real Property, to the extent that such insurance proceeds have not been expended by the applicable Seller in the repair or reconstruction of the Leased Real Property. Purchaser shall bear all expenses related to the ownership and operation of the Leased Real Property from and after such Closing Date.

SECTION 7.02. Condemnation.

(a) If prior to the applicable Closing Date there shall be commenced or instituted against any Leased Real Property any eminent domain or similar condemnation action or proceedings, Sellers shall promptly give written notice of same (and of any action by the landlord pursuant to clause (x) of the following sentence) to Purchaser. If, as a result of such proceeding against Leased Real Property, (x) the landlord under such Real Property Lease has the right to terminate such Real Property Lease as a result of such action or proceeding and, in fact, terminates such Real Property Lease within the time in which it may do so, or (y) the applicable Seller party to such Real Property Lease has a right to terminate the Lease and Purchaser notifies Sellers that it elects to have that termination right exercised, which notice is received by Sellers in reasonably sufficient time to allow the applicable Seller to exercise such right, or (z) if the impact of such action or proceeding on the Leased Real Property is of a nature that substantially impairs the value of the affected Real Property Lease, but does not give rise to a right of either party to the affected Real Property Lease to terminate such Real Property Lease and Purchaser and Sellers do not reach agreement as contemplated in Section 7.02(c) as to the diminution in the value of such Real Property Lease, then Purchaser shall have the right to terminate this Agreement as to the property in question by the provision of prior written notice to Sellers (the "Condemnation Termination Notice"). The Condemnation Termination Notice shall be delivered to Sellers (i) in the case of (x) within ten (10) business days after the later of Purchaser's receipt of Sellers' notice of such proceeding and Purchaser's receipt of notice of the landlord's exercise of its right to terminate, (ii) in the case of (y), on the date Purchaser notifies Sellers that it elects to have a Sellers' termination right under a Real Property Lease exer-

cised, or (iii) in the case of (z), within ten (10) business days after Purchaser's receipt of Sellers' notice of such proceeding in the event that Purchaser and Sellers have not agreed upon the amount of the diminution in value of the affected Real Property Lease. In the event that the impact of such action or proceeding on the Leased Real Property is of a nature that substantially impairs the value of the affected Real Property Lease, but does not give rise to a right of either party to the affected Real Property Lease to terminate such Real Property Lease and Purchaser and Sellers do not reach agreement as contemplated in Section 7.02(c) as to the diminution in the value of such Real Property Lease, Sellers shall have the right to terminate this Agreement as to the property in question by provision of prior written notice to Purchaser, which notice shall also be considered a Condemnation Termination Notice. In the event Purchaser or Sellers terminate this Agreement as to the property subject to such proceeding, then the Purchase Price shall be reduced in an amount equal to $100,000, and such property and any condemnation proceeds or other rights related thereto shall be deemed Excluded Assets and shall be deemed not included in the definition of the "Business" for purposes of this Agreement. In any case, the Sellers shall have no obligation to repair, restore or replace any property subject to any eminent domain or condemnation action or proceeding.

(b) If such eminent domain or condemnation proceeding is with respect to Leased Real Property and the related Real Property Lease is not terminated by the landlord, then Purchaser shall have no right to terminate this Agreement on account thereof except as otherwise provided in Section 7.02(a)(y) and (z) and Sellers shall have no right to terminate this Agreement on account thereof except as otherwise provided in Section 7.02. In the event that this Agreement is not terminated with respect to any Leased Real Property subject to eminent domain or condemnation proceedings, at the applicable Closing Date (i) the conveyance of the property in question shall be less such portion of the property so taken by or subject to such proceeding without adjustment of the Purchase Price, and Sellers shall assign to Purchaser all of the Sellers' right, title and interest in any award payable, and pay to Purchaser all such awards previously paid, on account of such proceeding to the extent that such award payable has not been expended by Seller in the repair or reconstruction of such property and (ii) the applicable Seller shall assign to Purchaser and Purchaser shall assume as Assumed Liabilities, all Contracts to which such Seller shall be party with respect to any repair or reconstruction of such property; provided that no Seller shall enter into a Contract requiring expenditures or obligations (together with any other such expenditures or obligations by the Sellers) in excess of $500,000 in the aggregate or expend insurance proceeds or other amounts (together with any other such expenditures by the Sellers) in excess of $500,000 in the aggregate with respect to such Leased Real Property without the prior written consent of Purchaser (such consent not to be unreasonably conditioned, withheld or delayed).

(c) In the event that there shall be commenced or instituted any such eminent domain or condemnation proceeding and the impact of such action or proceeding on the Real Property Lease affected is of a nature that substantially impairs the value of such Real Property Lease, Purchaser and Sellers shall promptly following Sellers' notice of such proceeding to Purchaser obtain and provide to the other an estimate of the diminution in the value of the Real Property Lease and negotiate in good faith to agree upon the dollar amount of such diminution in value. Matters which may be considered in such valuation include, without limitation, loss or restriction of access or of parking spaces servicing the site and loss of space for dining or for kitchen and other supporting areas. In the event that the parties reach an agreement on such diminution in value, the Purchase Price will be reduced by such agreed amount and the condemnation proceeds shall be deemed Excluded Assets.

SECTION 7.03. Supplemental Casualty and Condemnation Disclosures.

In the event this Agreement is terminated as to any property subject to a casualty loss or condemnation proceeding, as permitted pursuant to Sections 7.01 and 7.02, and the exclusion of such property from this Agreement would result in the inaccuracy of any representation, warranty or other pro-

vision in this Agreement absent an update to the Disclosure Schedule or Exhibits to this Agreement, Sellers shall have the right to deliver to Purchaser an update to the Sections of the Disclosure Schedule or Exhibits to this Agreement affected by any such termination (a "Termination Supplement") to reflect changed facts or circumstances directly resulting from such termination within ten (10) business days after receipt of the applicable Casualty Termination Notice or Condemnation Termination Notice (or the date of delivery of the applicable Condemnation Termination Notice in the event that Sellers deliver such notice). Any such Termination Supplement shall be deemed to supplement or amend the Disclosure Schedule or Exhibits to this Agreement, as applicable, for the purpose of determining the accuracy of any covenant, representation or warranty made by Sellers in this Agreement. In no event shall Sellers be deemed to have breached any representations, warranties or covenants hereunder as a result of any changes in a condition, event, fact or circumstance disclosed in the Disclosure Schedule or Exhibits to this Agreement as a result of a casualty or condemnation for which the subject property is removed from the transaction.

ARTICLE VIII
CONDITIONS TO CLOSING

SECTION 8.01. Conditions to Obligations of the Parties. The obligation of each Party to consummate the transactions to be performed by such Party in connection with each Closing is subject to satisfaction of the following conditions:

(a) Governmental Approvals. The Parties shall have received all authorizations, consents, and approvals of Governmental Entities referred to in Section 6.02 and 6.07 for each Restaurant at its applicable Closing Date.

(b) No Injunctions or Restraints. There shall not be any injunction, judgment, order, decree, ruling, or charge in effect preventing the consummation of any of the transactions contemplated by this Agreement.

(c) Prior to the Initial Closing Date, the receipt of an Approval Order to the sole satisfaction of the Purchaser.

SECTION 8.02. Conditions to Purchaser's Obligations to Close. The obligation of Purchaser to consummate the transactions contemplated by this Agreement is subject to satisfaction of the following conditions:

(a) Representations and Warranties. The representations and warranties set forth in Article IV above, except to the extent that they expressly relate to an earlier date, shall be true and correct at and as of each Closing Date as it pertains to such Restaurant being transferred, except for such failures of representations and warranties to be true and correct that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on the Business. Each Seller shall have delivered to Purchaser an officer's certificate, in form and substance reasonably satisfactory to Purchaser and its counsel, to the effect of the matters stated in Sections 8.02(a) and 8.02(b).

(b) Covenants. Sellers shall have performed and complied with all of their covenants hereunder in all material respects for each Restaurant as of its applicable Closing Date.

(c) Consents. Purchaser shall have received executed counterparts of all consents, waivers, approvals and other authorizations set forth in Section 8.02(c) of the Disclosure Schedule for each Restaurant as of its applicable Closing Date.

(d) [RESERVED].

(e) FIRPTA. Prior to the Initial Closing Date, each Seller shall have delivered to Purchaser a tax certificate of non-foreign status in accordance with Treasury Regulation section 1.1445-2(b)(2).

(f) Bill of Sale. Purchaser shall have received a Bill of Sale executed by the applicable Sellers, in substantially the form attached hereto as Exhibit B ("Bill of Sale"), transferring to Purchaser the Assets that are tangible Personal Property to Purchaser for each Restaurant as of its applicable Closing Date.

(g) Intellectual Property Assignment. On the Initial Closing Date, Purchaser shall have received an Assignment of Copyrights in substantially the form attached hereto as Exhibit D and an Assignment of Service Marks and Trademarks in substantially the form attached hereto as Exhibit E, each executed by the applicable Seller possessing Intellectual Property Rights in the Assigned Intellectual Property.

(h) [RESERVED].

(i) [RESERVED].

(j) [RESERVED].

(k) Obligations of Sellers. All actions to be taken by Sellers in connection with the consummation of the transactions contemplated hereby shall have been taken and all documents required to effect the transactions contemplated hereby shall have been delivered.

(l) [RESERVED].

(m) Closing Certificates.

(i) Each Seller shall have delivered to Purchaser a certificate, dated the Initial Closing Date and signed by such Sellers' Secretary or an Assistant Secretary, certifying that the following documents (which shall be attached) are true and correct copies of such documents and that such documents have not been amended or superseded:

A. a copy of such Sellers' certificate of incorporation certified by the Secretary of State of such entity's jurisdiction of incorporation and a certificate of good standing from each such entity's jurisdiction of incorporation, in each case dated within ten days of the Closing Date;

B. a copy of the by-laws, of such Seller, with all amendments thereto; and

C. copies of the resolutions duly adopted by the board of directors of such Seller authorizing its execution, delivery and performance of this Agreement and the other agreements contemplated hereby to which it is a party, and the consummation of all transactions contemplated hereby and thereby.

(ii) The Sellers shall have delivered to Purchaser customary mortgage releases, terminations and satisfactions in form and substance reasonably satisfactory to the Title Insurance

Company with respect to any Indebtedness of the Sellers existing as of the applicable Closing Date that is secured by a lien upon any of the Assets.

(n) Sellers shall provide at the applicable Closing proof and evidence that all taxes, including sales taxes pertaining to the Restaurant being transferred have been paid to date and in full.

(o) Other Real Property Deliverables. For each Restaurant as of its applicable Closing Date, in connection with the Leased Real Property associated therewith, Purchaser shall have received (i) all notifications, registrations and filings to the extent required by, and in accordance with, all governmental real property disclosure requirements, (ii) an assignment to Purchaser of all the Sellers' right, title and interest in security deposits relating to the Assumed Lease of such Restaurant or insurance proceeds of such Restaurant payable to Purchaser pursuant to Section 7.01, if any, and (iii) all keys for such Restaurant.

(p) Approval Order. The Approval Order, containing, among other things, provisions substantially the same as those described in Exhibit C attached hereto or as otherwise to the sole satisfaction of Purchaser, shall have been entered by the Bankruptcy Court and the effectiveness of the Approval Order shall not have been modified, reversed, vacated, stayed, restrained, dissolved or enjoined on or prior to the Initial Closing Date.

(q) Material Adverse Effect. Since the date hereof, there shall have been no Material Adverse Effect.

(r) Leases. Each of the Assumed Leases shall have been assigned to Purchasers.

(s) Liquor Licenses. Each of the Assigned Liquor Licenses shall have been assigned to Purchaser as of the applicable Closing Date of the Restaurant that such Assigned Liquor License is associated.

SECTION 8.03. Conditions to Sellers' Obligations to Close. The obligation of Sellers to consummate the transactions contemplated by this Agreement are subject to satisfaction of the following conditions:

(a) Representations and Warranties. The representations and warranties set forth in Article V above, except to the extent that they expressly relate to an earlier date, shall be true and correct at and as of the Closing Date, except for such failures of representations and warranties to be true and correct (without giving effect to any materiality or Material Adverse Effect qualification) that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on the transactions contemplated hereby. Purchaser shall have delivered to Sellers an officer's certificate, in form and substance reasonably satisfactory to Sellers and their counsel, to the effect of the matters stated in Sections 8.03(a) and 8.03(b).

(b) Covenants. Purchaser shall have performed and complied with all of its covenants hereunder in all material respects through the Closing.

(c) Consents. Sellers shall have received executed counterparts of all consents, waivers, approvals and other authorizations set forth in Section 8.03(c) of the Disclosure Schedule.

(d) Escrow Agreement. The Escrow Agreement shall be executed within one business day of the date hereof.

(e) Intellectual Property License Agreement. The Intellectual Property License Agreement shall be executed on the Initial Closing Date and will provide in substance that (i) following the Initial Closing Date, Purchaser will grant Sellers separate royalty-free licenses for each untransferred Restaurant to all Assigned Intellectual Property (each a "Restaurant Intellectual Property License"), (ii) each Restaurant Intellectual Property License will terminate upon the Closing Date of the Restaurant associated therewith and (iii) if the Agreement hereby is terminated by Purchaser, each Restaurant Intellectual Property License then outstanding will last for a term of 16 months following the Final Closing Date, be fully transferable by the Sellers and be royalty-free.

(f) [RESERVED].

(g) [RESERVED].

(h) [RESERVED].

(i) Purchase Price. Sellers shall have received payment of the Purchase Price subject to any required withholding pursuant to Section 6.18 of this Agreement.

(j) Obligations of Purchaser. All actions to be taken by Purchaser in connection with the consummation of the transactions contemplated hereby shall have been taken and all documents required to effect the transactions contemplated hereby shall have been delivered.

ARTICLE IX
TERMINATION

SECTION 9.01. Termination of Agreement.

(a) Mutual Termination. Purchaser and Sellers may terminate this Agreement by mutual written consent at any time. The actual date on which this Agreement is terminated in accordance with this Section 9.01 is referred to herein as the "Termination Date;"

(b) Termination by Purchaser. Purchaser may terminate this Agreement by giving written notice to Sellers at any time (i) in the event Sellers have breached any covenant contained in this Agreement in any material respect, Purchaser has notified Sellers of the breach, and the breach has continued without cure for a period of five (5) business days after the notice of breach, (ii) [RESERVED], (iii) if the Sale Procedures Order, in the form annexed hereto as Exhibit F inclusive of approving the Expense Reimbursement Fee set forth in Section 9.04 hereof, or as otherwise acceptable in the reasonable discretion of Purchaser, shall not have been entered by the Bankruptcy Court on or before January 5, 2011, (iv) after the Termination Deadline, by reason of the failure of any condition precedent under Article VIII hereof (unless the failure results primarily from Purchaser itself breaching any representation, warranty, or covenant contained in this Agreement) or (v) if the Approval Order, in the form annexed hereto as Exhibit C or as otherwise acceptable in the reasonable discretion of Purchaser, which shall include an exemption from, or relief from complying with, bulk sales laws or similar state, federal or local laws, rules or regulations, shall not have been entered by the Bankruptcy Court on or before January 20, 2011, except otherwise extended, or if the effectiveness of the Approval Order shall have been modified, reversed, vacated, stayed, restrained, dissolved or enjoined;

(c) Termination by Sellers. Sellers may terminate this Agreement by giving written notice to Purchaser at any time (i) in the event Purchaser has breached any covenant contained in this Agreement in any material respect, Sellers have notified Purchaser of the breach, and the breach has continued without cure for a period of five (5) business days after the notice of breach, or (ii) after the Termi-

nation Deadline, by reason of the failure of any condition precedent under Article VIII hereof (unless the failure results primarily from a Seller breaching any representation, warranty, or covenant contained in this Agreement); and

(d) Notwithstanding anything contained herein to the contrary, if by July 1, 2011 (the "Termination Deadline") the approval for the transfer to Purchaser of all the Assigned Liquor Licenses and Assumed Leases shall not have been obtained, the Agreement will terminate; provided that the Termination Date shall automatically extend for successive 30-day periods if Purchaser is working in good faith to obtain the approval for the transfer of the Assigned Liquor Licenses and Assumed Leases. At any point following the Termination Deadline, Purchaser may then terminate this Agreement and its obligations hereunder in respect of each such Restaurant, by giving written notice to Sellers and to the Escrow Agent. Escrow Agent shall then release from escrow and pay to Purchaser, in the manner described by the Escrow Agreement, an amount equal to the amounts that would have been transferred under Section 2.02(g) if the Restaurant(s) had been deemed Transferable Restaurant(s).

SECTION 9.02. Effect of Termination. If any Party terminates this Agreement pursuant to Section 9.01 above or otherwise, all rights and obligations of the Parties hereunder shall terminate without any liability of any Party to any other Party (except for any liability of any Party then in breach); provided, that: (a) if this Agreement is terminated solely as a result of an Alternative Transaction to the extent permitted under Section 9.04, the Expense Reimbursement Fee, as described in Section 9.04, in addition to the Deposit, shall be paid to Purchaser as the sole and exclusive remedy of Purchaser; (b) if this Agreement is terminated by Sellers pursuant to Section 9.01(c)(i) or (ii), Sellers shall be entitled to receive the Deposit as the sole and exclusive remedy of Seller, and Purchaser and Sellers shall promptly instruct the Escrow Agent accordingly; and (c) if this Agreement is terminated by either Party pursuant to Section 9.01, other than if this Agreement is terminated by Sellers pursuant to Section 9.01(c)(i) or (ii), subject to the right to receive the Expense Reimbursement Fee as described in (a) above, Purchaser shall be entitled to receive the remaining Escrowed Amount as its sole and exclusive remedy, and Sellers shall promptly instruct the Escrow Agent accordingly.

SECTION 9.03. [RESERVED].

SECTION 9.04. Expense Reimbursement Fee. In the event that the Bankruptcy Court authorizes an Alternative Transaction prior to any termination of this Agreement by either Party (which transaction may be due to a third party making a higher or better offer than Purchaser's offer), then at the earlier of (i) the point in time at which the Sellers actually receive at least two million four hundred sixty-five thousand Dollars ($2,465,000) in proceeds from the closing of such Alternative Transaction and (ii) the second closing of such Alternative Transaction in accordance with the Sales Procedures, Sellers will pay to the Purchaser the sum of one hundred sixty-five thousand Dollars ($165,000.00) which amount is inclusive of any (a) fees and expenses incurred by Purchaser in connection with this Agreement or any of the transactions contemplated hereunder, (b) the preparation and negotiation of this Agreement and related documents, (c) legal fees and costs incurred by Purchaser in connection with the collection of these amounts, and (d) a break-up fee for participating as the "stalking horse bidder" (collectively, the "Expense Reimbursement Fee"). Purchaser shall not be obligated to document any of its fees or expenses or to establish that its actual fees and expenses are or will be equal to the Expense Reimbursement Fee or any other minimum amount. The Expense Reimbursement Fee shall be paid in cash from the proceeds of and concurrent with the closing of any Alternative Transaction or as otherwise ordered by the Bankruptcy Court. The Expense Reimbursement Fee shall be paid as, and constitute an administrative expense of Sellers under Sections 503(b)(1) and 507(a)(1) of the Bankruptcy Code. The Sale Procedures Order shall provide for approval of this provision.

ARTICLE X
NO SURVIVAL

SECTION 10.01. No Survival of Representations and Warranties. The Parties hereto agree that the representations and warranties contained in this Agreement shall not survive the Final Closing Date hereunder, and none of the Parties shall have any liability to each other after the Final Closing Date for any breach thereof. The Parties hereto agree that the covenants contained in this Agreement to be performed at or after each applicable Closing Date shall survive the Final Closing Date hereunder, and remain enforceable in accordance with their terms; it being understood that other than Sellers' obligation to perform such post-Closing obligations, this transaction shall be non-recourse against Sellers except in the case of actual fraud.

ARTICLE XI
DEFINITIONS; RULES OF CONSTRUCTION

SECTION 11.01. Definitions. Except as otherwise specified, when used in this Agreement, the Disclosure Schedule or any Exhibits hereto, the following terms shall have the following meanings:

"Affiliate" or "Affiliated" means, with respect to a specified Person, a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified.

"Agreement" has the meaning set forth in the Preamble.

"Alternative Transaction" means any sale or transaction relating to the acquisition of the Business or portion thereof, or the Assets (other than the sale of Inventory in the ordinary course of business); provided that in each case a majority of the Assumed Leases is acquired whether directly or indirectly, through purchase, merger, consolidation or otherwise.

"Approval Order" means the order to be entered by the Bankruptcy Court approving this Agreement and the sale by Sellers to Purchaser of the Assets in the form set forth in Exhibit C attached hereto.

"Assets" has the meaning set forth in Section 1.01.

"Assigned Intellectual Property" has the meaning set forth in Section 1.01(h).

"Assigned Liquor Licenses" has the meaning set forth in Section 1.01(e).

"Assigned Permits" has the meaning set forth in Section 1.01(f).

"Assumed Contracts" has the meaning set forth in Section 1.01(d).

"Assumed Leases" has the meaning set forth in Section 1.01(c).

"Assumed Liabilities" has the meaning set forth in Section 1.03.

"Auction" has the meaning set forth in Section 2.04.

"Bankruptcy Cases" has the meaning set forth in the Recitals.

"Bankruptcy Code" has the meaning set forth in the Recitals.

"Bankruptcy Court" has the meaning set forth in the Recitals.

"Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure.

"Bill of Sale" has the meaning set forth in Section 8.02(f).

"Bridgewater" has the meaning set forth in the Preamble.

"Business" has the meaning set forth in the Recitals.

"Business Confidential Information" has the meaning set forth in Section 6.10(b)(ii).

"Casualty Termination Notice" has the meaning set forth in Section 7.01(a).

"CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 *et seq*.

"Charlie Brown's" has the meaning set forth in the Preamble.

"Closing" has the meaning set forth in Section 2.02(c).

"Closing Date" has the meaning set forth in Section 2.02(c).

"Code" means the Internal Revenue Code of 1986, as amended.

"Condemnation Termination Notice" has the meaning set forth in Section 7.02(a).

"Confidentiality Agreement" has the meaning set forth in Section 6.04(a).

"Contract" means any written or oral contract, agreement, understanding, arrangement, lease, license, commitment or other obligation, other than a Permit or Liquor License.

"Cranford" has the meaning set forth in the Preamble.

"Cure Amounts" has the meaning set forth in Section 2.01(d).

"Declaration" has the meaning set forth in Section 12.07.

"Deposit" has the meaning set forth in Section 2.01(e).

"Disclosure Schedule" means the disclosure document dated the date hereof, which has been prepared by Sellers and delivered to Purchaser, and which identifies exceptions to the representations and warranties set forth in Article IV and other disclosure matters contemplated by this Agreement.

"Effective Time" 12:01 a.m. New York City time on the Final Closing Date.

"Effective Transfer Date" has the meaning set forth in Section 2.02(b).

"Effective Transfer Date Inventory" has the meaning set forth in Section 2.01(c).

"Environment" means the ambient air, indoor air, surface water, groundwater, land surface and subsurface strata and natural resources such as wetlands, flora and fauna.

"Environmental Laws" means all federal, state and local laws, judgments, decrees and orders concerning pollution or protection of the Environment or human health (to the extent related to exposure to Hazardous Materials), including without limitation all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, distribution, Release or threatened Release of any Hazardous Materials, as such requirements are enacted and in effect on or prior to the Closing Date.

"Escrow Agent" has the meaning set forth in Section 2.01(e).

"Escrow Agreement" has the meaning set forth in Section 2.01(e).

"Escrowed Amount" has the meaning set forth in Section 2.02(d).

"Excluded Assets" has the meaning set forth in Section 1.02.

"Excluded Liabilities" has the meaning set forth in Section 1.04.

"Expense Reimbursement Fee" has the meaning set forth in Section 9.04.

"Financial Reports" has the meaning set forth in Section 4.12.

"Final Closing Date" means the Closing of the last Transferable Restaurant prior to termination of the Agreement; provided that if the Closing is not for the Seventh Transferable Restaurant, then the Final Closing Date will be considered the Termination Date.

"Final Effective Transfer Date" means the Effective Transfer Date of the Seventh Transferable Restaurant.

"Fifth Transferable Restaurant" has the meaning set forth in Section 2.02(a)(v).

"First Transferable Restaurant" has the meaning set forth in Section 2.02(a)(i).

"Fourth Transferable Restaurant" has the meaning set forth in Section 2.02(a)(iv).

"Gift Cards" means unredeemed gift cards issued prior to the Closing Date that are redeemable at the Restaurants.

"Governmental Entity" means any federal, state, provincial or local governmental, regulatory or administrative authority, agency, commission, court, tribunal, arbitral body or self-regulated entity, whether domestic or foreign.

"Hazardous Materials" means any pollutant, contaminant, substance, waste, chemical, compound or material including, without limitation, petroleum and petroleum products and asbestos and asbestos-containing materials, which are regulated under any Environmental Law.

"Initial Closing" has the meaning set forth in Section 2.02(c).

"Initial Closing Date" has the meaning set forth in Section 2.02(c).

"Initial Effective Transfer Date" means the Effective Transfer Date of the First Transferable Restaurant.

"Insurance Policies" has the meaning set forth in Section 4.19.

"Intellectual Property License Agreement" has the meaning set forth in Section 1.01(h).

"Intellectual Property Rights" means, collectively, (i) trademarks, service marks, trade dress, trade names, logos, slogans, and corporate names (in each case, whether registered or unregistered) and registrations and applications for registration thereof, (ii) copyrights (registered or unregistered) and copyrightable works and registrations and applications for registration thereof, and (iii) domain names.

"Inventory" has the meaning set forth in Section 1.01(a).

"Knowledge of Sellers" means the actual knowledge after due inquiry of Sam Borgese and Ed Schwartz.

"Law" means any law, statute, ordinance, rule, regulation, code or executive order executed, issued, adopted, promulgated or applied by any Governmental Entity.

"Leased Real Property" has the meaning set forth in Section 4.05(b).

"Leases" means all leases, subleases, licenses, concessions and other agreements (written or oral), including all amendments, extensions, renewals, guaranties and other agreements with respect thereto to which any Seller is a party.

"Lien" means any security interest, pledge, hypothecation, mortgage, lien, charge, claim, interest or encumbrance of any kind or nature.

"Liquor License" means a license or permit authorizing the sale of alcoholic beverages.

"Local Rules" means the Local Rules for the United States Bankruptcy Court for the District of Delaware, effective February 1, 2010 (as the same may be supplemented, modified, and/or amended).

"Material Adverse Effect" means any event, fact, condition, change, circumstance or effect that individually or in the aggregate, is materially adverse to the business, operations, assets, liabilities, properties, results of operations or condition (financial or otherwise) of (x) in the case of the Sellers, the Business, taken as a whole, or on the ability of the Sellers to consummate the transactions contemplated by this Agreement and (y) in the case of Purchaser, Purchaser's financial condition, taken as a whole, or on the ability of Purchaser to consummate the transactions contemplated by this Agreement; provided, however, that none of the following, either alone or in combination, shall be considered in determining whether there has been a "Material Adverse Effect": (i) events, facts, conditions, changes, circumstances or effects that generally affect the restaurant industry (including changes in Law), except to the extent that the Business is disproportionately affected; (ii) general economic or political conditions or events, circumstances, changes or effects affecting the financial, or securities markets generally, except to the extent that the Business is disproportionately affected;; (iv) any event, fact, condition, change, circumstance or effect that results from any action required to be taken by a Party pursuant to this Agreement or taken at the request of Purchaser; (v) changes caused by material worsening of current conditions

caused by acts of terrorism or war (whether or not declared); and (vi); provided, further, however that in no event shall any damage or destruction to Leased Real Property, any taking pursuant to the exercise of the power of eminent domain or similar condemnation action or proceeding with respect to any portion of any Leased Real Property, either alone or in combination, be considered in determining whether there has been a "Material Adverse Effect".

"Montclair" has the meaning set forth in the Preamble.

"Morristown" has the meaning set forth in the Preamble.

"Notification" has the meaning set forth in Section 12.07.

"Party" means any party to this Agreement.

"Permits" means any authorizations, grants, licenses, registrations, variances, exceptions, consents, certificates, approvals or other permits of any nature granted by a Governmental Entity, other than Liquor Licenses.

"Person" means an individual, a partnership, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a Governmental Entity (or any department, agency, or political subdivision thereof).

"Personal Property" has the meaning set forth in Section 4.06.

"Pro-Rated Payments" has the meaning set forth in Section 1.05(a).

"Pro-Ration Statement" has the meaning set forth in Section 2.01(b).

"Purchase Price" has the meaning set forth in Section 2.01(a).

"Purchaser" has the meaning set forth in the Preamble.

"Real Property Leases" has the meaning set forth in Section 4.05(a).

"Release" shall have the same meaning ascribed thereto under CERCLA Section 101(22), except that it shall apply to any and all Hazardous Materials, not just CERCLA hazardous substances.

"Restaurant" has the meaning set forth in the Recitals.

"Restaurant Intellectual Property License" has the meaning set forth in Section 8.03(e).

"Ridgewood" has the meaning set forth in the Preamble.

"Sale Hearing" has the meaning set forth in Section 2.04(b).

"Sale Motion" means the motion to be filed with the Bankruptcy Court contemporaneously with the Sale Procedures Motion by or on behalf of Sellers requesting that the Bankruptcy Court enter the Approval Order.

"Sale Procedures" means the procedures for the submission of competing bids for the acquisition of the Assets.

"Sale Procedures Motion" means the motion to be filed in the Bankruptcy Court on behalf of Sellers for, among other things, approval of the Sale Procedures, Expense Reimbursement Fee and entry of the Approval Order.

"Sale Procedures Order" means the order to be entered by the Bankruptcy Court in the form set forth in Exhibit F attached hereto.

"Second Transferable Restaurant" has the meaning set forth in Section 2.02(a)(ii).

"Securities Act" means the Securities Act of 1933, as amended.

"Securities Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Seller Confidential Information" has the meaning set forth in Section 6.10(iii).

"Sellers" has the meaning set forth in the Recitals.

"Seventh Transferable Restaurant" has the meaning set forth in Section 2.02(a)(vii).

"Sixth Transferable Restaurant" has the meaning set forth in Section 2.02(a)(vi).

"Subsidiary" means with respect to any Person, any corporation or other entity of which such Person has, directly or indirectly, ownership of securities or other interests having the power to elect a majority of such corporation's board of directors (or similar governing body), or otherwise having the power to direct the business and policies of that corporation or other entity other than securities or interests having such power only upon the happening of a contingency that has not occurred.

"Summit" has the meaning set forth in the Preamble.

"Tax" means (i) all federal, state, local or non-U.S. taxes, duties, imposts or other similar assessments imposed by any governmental body and (ii) all interest and penalties related to the foregoing.

"Tax Return" means any Tax return or other statement required to be filed with any governmental body in respect of any Tax.

"Termination Date" has the meaning set forth in Section 9.01(a).

"Termination Deadline" has the meaning set forth in Section 9.01(d).

"Termination Supplement" has the meaning set forth in Section 7.03.

"The Office Concept" means the restaurant concept operated by Sellers under The Office mark.

"Third Transferable Restaurant" has the meaning set forth in Section 2.02(a)(iii).

"Title Insurance Company" shall mean any title insurance company as shall be retained by Purchaser.

"Transferable Restaurant" has the meaning set forth in Section 2.02(a).

"Transaction Documents" means this Agreement and all other agreements and instruments to be entered into or delivered by Purchaser or any of the Sellers in connection with the transactions contemplated hereby.

"Transfer Tax" has the meaning set forth in Section 12.06(a).

SECTION 11.02. Rules of Construction. This Agreement shall be construed in accordance with the following rules of construction:

(a) the terms defined in this Agreement include the plural as well as the singular;

(b) unless otherwise indicated, all references in the Agreement to designated "Articles," "Sections" and other subdivisions are to the designated articles, sections and other subdivisions of the body of this Agreement;

(c) pronouns of either gender or neuter shall include, as appropriate, the other pronoun forms;

(d) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision; and

(e) the words "includes" and "including" are not limiting.

ARTICLE XII
MISCELLANEOUS

SECTION 12.01. Public Announcements. No Party shall issue any press release or make any public announcement relating to the subject matter of this Agreement without the prior review and approval of the other Party, except for any public disclosure otherwise required by applicable Law or by any obligations of any Party pursuant to any rule or regulation of the Securities and Exchange Commission or pursuant to any listing agreement with or rules of any securities exchange (in which case, such Party shall consult with the other Parties reasonably in advance of such public disclosure unless such Party determines in good faith that such consultation is reasonably likely to result in a delay with respect to such public disclosure with adverse consequences to the disclosing Party in which case such Party shall provide notice of such public disclosure as soon as is practicable under the circumstances).

SECTION 12.02. Entire Agreement; Amendment; Waiver. This Agreement, the Exhibits hereto, the other Transaction Documents and the Disclosure Schedule constitute the entire understanding between the Parties with respect to the subject matter hereof, and supersede all other understandings and negotiations with respect thereto. This Agreement may be amended only in writing signed by all Parties hereto. Any provision of this Agreement may be waived only in a writing signed by the Party to be charged with such waiver. No course of dealing between the Parties shall be effective to amend or waive any provision of this Agreement.

SECTION 12.03. Further Assurances. As permitted by the Bankruptcy Code, after the date hereof, each Party shall (and shall cause its respective Affiliates to) take such reasonable further actions and execute such further documents as may be necessary or reasonably requested by the other in order to effectuate the intent of this Agreement and to provide such other Parties with the benefits of this Agreement; provided, that nothing in this Section 12.03 shall require Sellers to make any unreasonable expenditure or incur any unreasonable obligation on its own or on behalf of Purchaser.

SECTION 12.04. Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given (i) upon receipt if personally delivered (with written confirmation of receipt), (ii) upon receipt if mailed by certified or registered mail, return receipt requested (with written confirmation of receipt), (iii) upon receipt if sent by a nationally recognized guaranteed and receipted courier service (with written confirmation of receipt) or (iv) upon receipt if sent by facsimile (with written confirmation of transmission). Notices or other communications shall be directed to the following addresses:

If to any Seller to:

Charlie Brown's, Inc.
The Office At Bridgewater, Inc.,
The Office At Cranford, Inc.,
The Office At Montclair, Inc.,
The Office At Morristown, Inc.,
The Office At Ridgewood, Inc.,
The Office At Summit, Inc.
c/o Charlie Brown's Inc.
1450 Route 22 West
Mountainside, NJ 07092
Attention: Samuel Borgese and Gary Lembo
Telephone: 908-518-5882
Facsimile: 908-518-5358

And to:

CB Holding Corp.
c/o Charlie Brown's Inc.
1450 Route 22 West
Mountainside, NJ 07092
Attention: Samuel Borgese and Gary Lembo
Telephone: 908-518-5882
Facsimile: 908-518-5358

With a copy (which shall not constitute notice) to:

Cahill Gordon & Reindel LLP
80 Pine Street
New York, NY 10005
Attention: John Papachristos and Richard Stieglitz
Telephone: 212-701-3000
Facsimile: 212-269-5420

If to Purchaser, to:

Villa Enterprises Management and counsel to Villa Enterprises Management,
Laurent Xatart and Beth R. Stearns, Esq.,
c/o Cozzoli Broward, LLC
25 Washington St.
Morristown, NJ 07960
Telephone: 973-285-4800
Facsimile: 973-695-0940

With a copy (which shall not constitute notice) to:

Norris McLaughlin & Marcus, P.A.,
721 Route 202-206, Suite 200
P.O. Box 5933
Bridgewater, NJ 08807-5933
Attention: Morris Bauer
Telephone: 908-252-4345
Facsimile: 908-722-0755

Bifferato Gentilotti,
800 North King Street, Plaza Level
Wilmington, DE 19801
Attention: Garvin F. McDaniel
Telephone: 302-429-1900
Facsimile: 302-429-8600

Any Party may, by notice given in accordance with this Section 12.04, specify a new address for notices under this Agreement.

SECTION 12.05. Expenses. Except as otherwise provided herein, each Party hereto will pay all fees and expenses incurred by it in connection with this Agreement and the consummation of the transactions contemplated hereby.

SECTION 12.06. Transfer Taxes and Prorations.

(a) Transfer Taxes. Purchaser shall pay all sales, use, transfer, real property transfer and other similar Taxes arising out of or in connection with the transfer of the Assets and assumption of the Assumed Liabilities effected pursuant to this Agreement (the "Transfer Tax"). If a Seller is required to file any Transfer Tax Return, Purchaser shall pay to such Seller, at least five (5) Business Days prior to the due date for filing such Transfer Tax Return, the amount of any Transfer Tax due. Each of the parties shall provide the other with any cooperation reasonably requested by the other party in connection with the preparation, execution and filing of Transfer Tax Returns, the securing of any available exemption and any audits or other matters relating to Transfer Tax.

(b) Prorations of Property Taxes. Personal property Taxes, real property Taxes and other similar Taxes with respect to each Restaurant for any taxable period commencing prior to such Restaurant's Effective Transfer Date and ending after such Restaurant's Effective Transfer Date shall be prorated according to calendar year on a per diem basis between Purchaser and the Sellers as of such Effective Transfer Date. The amount of all such prorations shall be paid on the applicable Effective Transfer Date, provided, however, that final payments with respect to prorations that are not able to be calculated as of such Effective Transfer Date shall be calculated and paid as soon as practicable after such Effective Transfer Date. Furthermore, Sellers retain the sole and exclusive right to any and all refunds of taxes attributable to any period of time prior to the applicable Effective Transfer Date, as well as the right to pursue collection of such refunds, and Purchaser agrees to cooperate in this regard. The obligations set forth in this Section 12.06(b) shall survive the Final Effective Transfer Date.

SECTION 12.07. Notification of Sale. Prior to the Initial Closing Date, Purchaser shall (notwithstanding the Approval Order or any subsequent order of the Bankruptcy Court) submit any forms required by the Department of Treasury, Division of Taxation, State of New Jersey relating to notification of sale, transfer or assignments in bulk for the transactions contemplated in this Agreement (the "No-

tification"). Sellers shall cooperate with and provide to Purchaser any information required by Purchaser to complete the Notification. In addition, Sellers shall complete any asset transfer tax declaration form as required by the Department of Treasury, Division of Taxation, State of New Jersey (the "Declaration") and deliver each completed Declaration to Purchaser's counsel so that Purchaser's counsel can submit the Declaration at the same time that Purchaser's counsel submits the Notification.

SECTION 12.08. Record Retention and Access. Purchaser shall maintain possession of all books and records transferred to it as Assets until the expiration of all periods during which such books and records are required to be retained under applicable Law or regulation; provided that, thereafter Purchaser shall give Sellers not less than sixty (60) days prior written notice of its intention to dispose of any such books and records. After the date hereof, Purchaser and Sellers shall each provide the other and its representatives with access to, copies of and excerpts from, such books, records and other materials, and access to such employees and agents, as the other may reasonably request for the purposes of preparing, filing and supporting reports relating to the Business as may be required to be filed.

SECTION 12.09. Dispute Resolution.

(a) Except as otherwise provided in this Agreement, the Parties shall negotiate in good faith to resolve any controversy, dispute or disagreement arising out of or relating to this Agreement, the Transaction Documents or the breach of any provision thereof. The Bankruptcy Court shall have exclusive jurisdiction to consider any matters or disputes related to this Agreement and the transactions contemplated hereby.

(b) The prevailing Party shall be entitled to recover its attorneys' fees and expenses; provided, however, notwithstanding anything herein to the contrary, a refund of the Deposit shall serve as Purchaser's sole and exclusive remedy and maximum recourse (subject to Section 9.04 with respect to the Expense Reimbursement Fee). Similarly, Sellers' sole and exclusive remedy hereunder shall be to receive damages in the amount of the Deposit.

SECTION 12.10. Governing Law; Jurisdiction. This Agreement shall be governed in accordance with the Bankruptcy Code and the substantive laws of the State of New Jersey and any dispute arising under this Agreement shall be resolved in accordance with the laws of the State of New Jersey. The Parties hereby (a) irrevocably and unconditionally submit, for themselves and their property, to the jurisdiction of the Bankruptcy Court in any action or proceeding related to the enforcement or interpretation of this Agreement and (b) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any action for such purpose, any claim that it is not subject personally to the jurisdiction of the Bankruptcy Court, that its property is exempt or immune from attachment or execution, that any such action, claim or other proceeding is brought in an inconvenient forum, that the venue of the action claim or proceeding is improper, or that this Agreement or the transactions contemplated by this Agreement may not be enforced in or by Bankruptcy Court.

SECTION 12.11. Assignment. This Agreement may not be assigned by any Party without the written consent of the other Parties, except (a) to the successor or assignee of all or substantially all of the assignor's business to which the Agreement relates and (b) Purchaser may (x) collaterally assign this Agreement or a portion thereof to lenders in connection with the financing of the transactions contemplated hereby (or any amendments, supplements, restatements, or refinancings thereof) and (y) assign this Agreement or a portion thereof to any Subsidiary of the Purchaser. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. No assignment of this Agreement shall relieve any Party of its obligations hereunder.

SECTION 12.12. Captions. The captions in this Agreement are for purposes of reference only and shall not limit or otherwise affect the interpretation hereof.

SECTION 12.13. Representation by Counsel; Interpretation. Sellers and Purchaser each acknowledge that they have been represented by counsel in connection with this Agreement and the transactions contemplated hereby. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the Party that drafted it has no application and any such right is expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intent of Sellers and Purchaser.

SECTION 12.14. Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of the Parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights, benefits, remedies, obligations or liabilities of any nature whatsoever under or by reason of this Agreement other than the Parties hereto and their respective successors and permitted assigns and the Persons indemnified pursuant to Sections 10.01 and 10.02.

SECTION 12.15. Severability. In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision or provisions shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without invalidating the remainder of such provision or provisions or the remaining provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein, unless such a construction would be unreasonable.

SECTION 12.16. Counterparts. This Agreement may be executed in two or more counterparts, each of which when executed shall be deemed to be an original but all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier, facsimile or other electronic transmission (i.e., a “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart thereof.

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[Signatures on Following Page]

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

CHARLIE BROWN'S, INC.

By: _____
Name: Gary L. Lembo
Title: CRO

THE OFFICE AT BRIDGEWATER, INC.

By: _____
Name: Gary L. Lembo
Title: CRO

THE OFFICE AT CRANFORD, INC.

By: _____
Name: Gary L. Lembo
Title: CRO

THE OFFICE AT MONTCLAIR, INC.

By: _____
Name: Gary L. Lembo
Title: CRO

THE OFFICE AT MORRISTOWN, INC.

By: _____
Name: Gary L. Lembo
Title: CRO

THE OFFICE AT RIDGEWOOD, INC.

By: _____
Name: Gary L. Lembo
Title: CRO

[Signatures to The Office Asset Purchase Agreement]

THE OFFICE AT SUMMIT, INC.

By: _____
Name: Gary L. Lembo
Title: CRO

Solely as to any Assigned Intellectual Property:

CHARLIE BROWN'S MARK CORP.

By: _____
Name: Gary L. Lembo
Title: CRO

[Signatures to The Office Asset Purchase Agreement]

THE OFFICE AT SUMMIT, INC.

By: _____
Name:
Title:

VILLA ENTERPRISES LTD., LLC

By: _____
Name:
Title:

Solely as to any Assigned Intellectual Property:

CHARLIE BROWN'S MARK CORP.

By: _____
Name:
Title:

[Signatures to The Office Asset Purchase Agreement]

EXHIBIT A

RESTAURANTS

THE OFFICE AT BRIDGEWATER
THE OFFICE AT CRANFORD
THE OFFICE AT MONTCLAIR
THE OFFICE AT MORRISTOWN
THE OFFICE AT RIDGEWOOD
THE OFFICE AT SUMMIT
THE OFFICE AT WESTFIELD

EXHIBIT B

BILL OF SALE

This BILL OF SALE (this "Bill of Sale") is entered into on [ ], 2011 by [ ], a New Jersey corporation (the "Seller"), in favor of Villa Enterprises Ltd., LLC, a Delaware limited liability company ("Buyer").

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of January 4, 2010, by and between Villa Enterprises Ltd., LLC, as buyer, and Charlie Brown's Inc, The Office at Bridgewater, Inc., The Office at Cranford, Inc., The Office at Montclair, Inc., The Office at Morristown, Inc., The Office at Ridgewood, Inc., The Office at Summit, Inc., as sellers, and Charlie Brown's Mark Corp. (to the extent set forth therein), the Seller agreed to sell to Buyer and Buyer agreed to purchase from the Seller, for the consideration and upon the terms and conditions set forth in the Purchase Agreement, certain of the assets of the Seller described in the Purchase Agreement.

WHEREAS, the Seller desires to deliver to Buyer such instruments of sale, transfer, conveyance, assignment and delivery as are required to vest in Buyer all of the Seller's right, title and interest in and to the Assets.

WHEREAS, the execution and delivery of this Bill of Sale is a condition precedent to the obligations of Seller and Buyer under the Purchase Agreement.

NOW, THEREFORE, pursuant to the Purchase Agreement and in consideration of the mutual promises it contains, and for other good and valuable consideration, the receipt and sufficiency of which the Seller and Buyer each acknowledge, the parties agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined in this Bill of Sale shall have the meanings for such terms that are set forth in the Purchase Agreement.

2. Transfer of Assets. Effective as of the date hereof, the Seller hereby sells, transfers, conveys, assigns and delivers to Buyer, all of the Seller's right, title and interest in and to all of the Personal Property, Inventory and any other personal property of Seller being conveyed to Buyer under the Purchase Agreement, all to the extent same constitute Assets.

3. Terms of Purchase Agreement. Nothing in this Bill of Sale shall be deemed to supersede, enlarge or modify any of the provisions of the Purchase Agreement, all of which survive the execution and delivery of this Bill of Sale as provided and subject to the provisions and limitations in the Purchase Agreement. In the event of any conflict between the terms of this Bill of Sale and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

4. Further Acts. In the event further acts are required from Seller or Buyer, such party agrees to execute whatever additional documents may be necessary or convenient to implement the assignment herein made.

5. Governing Law. This Bill of Sale shall be governed by the laws of the State of New Jersey.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed and delivered as of the date first above written.

BUYER:

VILLA ENTERPRISES LTD., LLC.

By: _____
Name:
Title:

SELLER:

[ ]

By: _____
Name:
Title:

[Affidavit on Following Page]

Affidavit No._____

Subscribed and acknowledged before me by Gary Lembo, of legal age, executive and resident of [ ], in his capacity as Chief Restructuring Officer of Charlie Brown's, Inc., a New Jersey corporation, on this ____ day of [ ], 2011.

_____
NOTARY PUBLIC

EXHIBIT C

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
CB HOLDING CORP., et al.,[1]	)	
	)	Case No. 10-13683 (MFW)
	)	
	)	Jointly Administered
Debtors.	)	
	)	

[1] The other Debtors, and the last four digits of each of their tax identification numbers, are: 1820 Central Park Avenue Restaurant Corp. (5151); Bugaboo Creek Acquisition, LLC (4629); Bugaboo Creek Holdings, Inc. (0966); Bugaboo Creek of Seekonk, Inc. (1669); CB Holding Corp. (8640); CB VII, Inc. (9120); CB VIII, Inc. (1468); Charlie Brown North (6721); Charlie Brown's Acquisition Corp. (8367); Charlie Brown's at Clifton, Inc. (7309); Charlie Brown's Mark Corp. (3569); Charlie Brown's Montclair, Inc. (4223); Charlie Brown's 1981, Inc. (7781); Charlie Brown's of Allentown, L.L.C. (8420); Charlie Brown's of Alpha, Inc. (9083); Charlie Brown's of Berwyn, LLC (3347); Charlie Brown's of Blackwood, L.L.C. (5698); Charlie Brown's of Bloomsburg, LLC (3326); Charlie Brown's of Brielle, Inc. (8115); Charlie Brown's of Carlstadt, Inc. (6936); Charlie Brown's of Chatham, Inc. (2452); Charlie Brown's of Commack LLC (4851); Charlie Brown's of Denville, Inc. (1422); Charlie Brown's of East Windsor, LLC (2747); Charlie Brown's of Edison, Inc. (8519); Charlie Brown's of Egg Harbor Twp, LLC (none); Charlie Brown's of Franklin, LLC (5232); Charlie Brown's of Garden City, LLC (7440); Charlie Brown's of Hackettstown, L.L.C. (7493); Charlie Brown's of Harrisburg, LLC (1085); Charlie Brown's of Hillsborough, Inc. (0344); Charlie Brown's of Holtsville, LLC (0138); Charlie Brown's of Jackson, LLC (3478); Charlie Brown's of Lacey, L.L.C. (6282); Charlie Brown's of Lakewood, Inc. (0156); Charlie Brown's of Langhorne, LLC (3392); Charlie Brown's of Lynbrook LLC (2772); Charlie Brown's of Maple Shade, Inc. (0404); Charlie Brown's of Matawan, Inc. (8337); Charlie Brown's of Middletown LLC (7565); Charlie Brown's of Oradell, Inc. (0348); Charlie Brown's of Pennsylvania, Inc. (6918); Charlie Brown's of Piscataway, LLC (8285); Charlie Brown's of Reading, LLC (1214); Charlie Brown's of Scranton, LLC (9817); Charlie Brown's of Selinsgrove, LLC (6492); Charlie Brown's of Springfield, LLC (9892); Charlie Brown's of Staten Island, LLC (1936); Charlie Brown's of Tinton Falls, Inc. (6981); Charlie Brown's of Toms River, LLC (5492); Charlie Brown's of Union Township, Inc. (8910); Charlie Brown's of Trexlertown, LLC (6582); Charlie Brown's of Wayne, Inc. (4757); Charlie Brown's of West Windsor, Inc. (0159); Charlie Brown's of Williamsport LLC (8218); Charlie Brown's of Woodbury, Inc. (0601); Charlie Brown's of York, LLC (0980); Charlie Brown's of Yorktown, LLC (7855); Charlie Brown's Restaurant Corp. (7782); Charlie Brown's Steakhouse Fishkill, Inc. (9139); Charlie Brown's Steakhouse Woodbridge, Inc. (1906); Charlie Brown's, Inc. (4776); Jonathan Seagull Property Corp. (7248); Jonathan Seagull, Inc. (9160); The Office at Bridgewater, Inc. (3132); The Office at Cranford, Inc. (3131); The Office at Keyport, Inc. (1507); The Office at Montclair, Inc. (3128); The Office at Morristown, Inc. (3127); The Office at Ridgewood, Inc. (2949); The Office at Summit, Inc. (3126); and What's Your Beef V, Inc. (4719). The Debtors' address is 1450 Route 22 West, Mountainside, NJ 07092.

ORDER AUTHORIZING AND APPROVING THE SALE OF SUBSTANTIALLY ALL THE DEBTORS' ASSETS COMPRISING THE OFFICE BEER BAR & GRILL AND ASSUMPTION AND ASSIGNMENT OF CERTAIN RELATED EXECUTORY CONTRACTS AND UNEXPIRED LEASES RELATING THERETO FREE AND CLEAR OF ALL LIENS, CLAIMS AND OTHER INTERESTS

Upon the motion, dated December 23, 2010 (Docket No.213) (the "Motion"),[2] of the above-captioned debtors and debtors-in-possession (collectively, the "Debtors"), pursuant to sections 105(a) and 363 of Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Local Rule 6004-1, for entry of orders, inter alia, (a) approving Sale Procedures (the "Sale Procedures") and scheduling a competitive auction in connection with the sale of the assets (collectively, the "Assets") comprising The Office Beer Bar & Grill and the assumption and assignment of certain related executory contracts and unexpired leases (the "Assumed Agreements"); (b) authorizing the Debtors to enter into a purchase agreement with Villa Enterprises Ltd., LLC ("VEM" or the "Stalking Horse Bidder") in connection therewith; (c) authorizing the Debtors to offer certain bid protections to the Stalking Horse Bidder; (d) scheduling a sale hearing (the "Sale Hearing") to consider entry of an order approving the sale of the Assets, and (e) approving the form and manner of notice of an auction for the Assets and the Sale Hearing (the "Sale Notice"), all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided, and it appearing that no other notice need be provided; and the Debtors having marketed the Assets pursuant to the terms and conditions of the order approving the Sale Procedures entered by this Court on January [__], 2011 (the "Sale Procedures Order"); [and the Debtors having conducted

2 All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Motion.

an auction for the Assets (the "Auction") pursuant to the terms and conditions of the Sale Procedures Order on January [__], 2011]; and [_____] (the "Purchaser") having made the highest or best offer [at the Auction] for the Assets and the Debtors and the Purchaser having executed the attached Purchase Agreement (the "Agreement ") for the purchase of the Assets; and it appearing that consummation of the Agreement is in the best interest of the Debtors, their estates, and creditors as it will maximize the value of the Assets for the benefit of all parties-in-interest herein and is a sound and prudent exercise of the Debtors' business judgment; and upon the respective records of the Sale Procedures Hearing and the Sale Hearing held before this Court on January [__], 2011, and January [__], 2011, respectively, and all affidavits or other pleadings submitted in connection with the relief sought in the Motion; and any objections to the substantive relief requested in the Motion having been resolved, withdrawn, or otherwise overruled by this Court; and after due deliberation, and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:[3]

A. This Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(a), and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N) and (O). Venue of these cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Motion are §§ 105(a), 363, and 365 of the Bankruptcy Code as supplemented by Rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Local Rule 6004-1.

C. Proper, timely, adequate, and sufficient notice of the Motion, the Agreement and all transactions contemplated thereby, the Sale, the Sale Procedures, the Auction, the assumption and assignment of the Assumed Agreements and the Proposed Cure Amounts,

3 Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Bankruptcy Rule 7052.

the Sale Hearing, and the various objection deadlines, has been provided in accordance with: (i) § 102(1) of the Bankruptcy Code; (ii) Bankruptcy Rules 2002 and 6004 and any applicable local rules of this Court; and (iii) the Sale Procedures Order, and no other or further notice of the Motion, the Sale, the assumption and assignment of the Assumed Agreements and the Proposed Cure Amounts, the Sale Hearing, or the entry of this Order is required.

D. A reasonable opportunity to object or be heard regarding the relief requested in the Motion has been afforded to all parties-in-interest.

E. The Debtors have full corporate power and authority to execute the Agreement and all other documents contemplated thereby, and the Sale of the Assets has been duly and validly authorized by all necessary corporate action of the Debtors. The Debtors have all the corporate power and authority necessary to consummate the transactions contemplated by the Agreement, and no consents or approvals, other than those expressly provided in the Agreement, are required for the Debtors to consummate such transactions.

F. The Agreement and the transactions contemplated thereby reflect the exercise of the Debtors' sound and prudent business judgment.

G. Approval at this time of the Agreement, and the consummation of the transaction contemplated thereby, is in the best interests of the Debtors, their creditors, and estates. Good and sufficient business justification for consummating the Sale of the Assets pursuant to § 363(b) of the Bankruptcy Code, and the assumption and assignment of the Assumed Agreements pursuant to § 365 of the Bankruptcy Code to has been established in that, among other matters:

(i) In the absence of a prompt sale of the Assets, their value may decline because of current market conditions and the Debtors' financial situation.

(ii) Unless a sale to the Purchaser is concluded expeditiously pursuant to the Agreement as provided for in the Motion, the Debtors, their estates, and creditors will likely realize less value for the Assets.

(iii) The terms and conditions of the Agreement are fair and reasonable. The Agreement represents the highest or best offer for the Assets and the purchase price payable thereunder is fair and reasonable. The Debtors determined to accept the Purchaser's offer to purchase the Assets following an appropriate marketing effort under the circumstances [and their conducting of the Auction, at which time the Purchaser submitted the higher or better bid over any other bid for the Assets].

H. The Agreement was negotiated, proposed, and entered into by the parties without collusion, in good faith, and from arm's length bargaining positions. The Purchaser is a buyer in good faith under § 363(m) of the Bankruptcy Code and, upon consummation of the sale, is entitled to the protections afforded thereby. Neither the Debtors nor the Purchaser has engaged in any conduct that would cause or permit the Agreement and the transactions contemplated thereby to be avoided under § 363(n) of the Bankruptcy Code.

I. The Debtors are the sole and lawful owners of the Assets. The transfer of the Assets to the Purchaser will be a legal, valid, and effective transfer of the Assets and, except for the Assumed Liabilities, will vest Purchaser with all right, title, and interest of the Sellers to the Assets free and clear of interests, claims, encumbrances, or liens (collectively, the "Interests"), including, but not limited to (1) those that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of the Sellers' or the Purchaser's interest in the Assets or any similar rights, (2) those relating to taxes arising under or out of, in connection with, or in any way relating to the ownership and/or operation of the Assets prior to the applicable Effective Transfer Date, and (3)(a) those arising under all mortgages, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens, judgments, demands, encumbrances, rights of first refusal or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership and (b) all debts arising in any way in connection with any agreements, acts, or failures to act, of any of the Sellers or any of the Sellers' predecessors or affiliates, claims (including, without limitation, as that term is defined in

the Bankruptcy Code), causes of action, suits, rights of recovery, obligations, liabilities, demands, guaranties, options, rights, contractual or other commitments, restrictions, judgments, order and decrees of any court or governmental entity, interests, and matters of any kind and nature, whether known or unknown, contingent or otherwise, liquidated or unliquidated, whether arising, accruing, incurred, or relating to a period prior to or subsequent to the commencement of these bankruptcy cases, and whether imposed by agreement, understanding, law, equity or otherwise, including but not limited to claims otherwise arising under doctrines of successor liability, alter ego, or similar doctrines.

J. The Purchaser would not have entered into the Agreement and would not consummate the transactions contemplated thereby, thus adversely affecting the Debtors, their estates, and their creditors, if the sale of the Assets to the Purchaser, the assumption and assignment of the Assumed Agreements to the Purchaser, and the assumption of the Assumed Liabilities by the Purchaser were not, except as otherwise provided in the Agreement, free and clear of all Interests of any kind or nature whatsoever, or if the Purchaser would, or in the future could, be liable for any of the Interests including, but not limited to (1) any employment or labor agreements; (2) any pension, welfare, compensation, or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plan of a Seller; (3) any other employee, worker's compensation, occupational disease, or unemployment or temporary disability related claim, including without limitation claims that might otherwise arise under or pursuant to (A) the Employee Retirement, Income, Security Act of 1974, as amended, (B) the Fair Labor Standards Act, (C) Title VII of the Civil Rights Act of 1964, (D) the National Labor Relations Act, (E) the Worker Adjustment and Retraining Act of 1988, (F) the Age Discrimination and Employee Act of 1967, or (G) the Consolidated Omnibus Budget Reconciliation Act of 1985; (4) any products liability or similar claims, whether pursuant to any state or federal laws or otherwise, including without limitation, asbestos-related claims; (5) environmental claims or Encumbrances arising from conditions first existing on or prior to the applicable Effective Transfer Date (including, without limitation, the presence of hazardous,

toxic, polluting, or contaminating substances or waste) that may be asserted on any basis, including, without limitation, under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq. or similar state statute; (6) any bulk sales or similar law; and (7) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended.

K. The Debtors may sell the Assets free and clear of all Interests because the requirements of the Bankruptcy Code, including one or more of the standards set forth in § 363(f)(1)-(5) of the Bankruptcy Code have been satisfied or such sale otherwise is authorized pursuant to § 105 of the Bankruptcy Code. All holders of Interests, non-debtor parties to the Assumed Agreements, and all other parties-in-interest who did not object or who withdrew their objections, to the Sale, the Motion, or the assumption and assignment of the Assumed Agreements are deemed to have consented to the transactions contemplated in the Agreement pursuant to §§ 363(f)(2) and 365 of the Bankruptcy Code.

L. The Debtors have (i) cured and/or provided adequate assurance of cure of any default existing prior to the date hereof under any of the Assumed Agreements, within the meaning of § 365(b)(1)(A) of the Bankruptcy Code, and (ii) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the Assumed Agreements, within the meaning of § 365(b)(1)(B) of the Bankruptcy Code, and the Purchaser has provided adequate assurance of future performance under the Assumed Agreements, within the meaning of § 365(b)(1)(C) of the Bankruptcy Code.

M. The transfer of the Assets pursuant to the Agreement is or will be legal, valid, and effective transfers of property of the Debtors' estates to the Purchaser and vest or will vest the Purchaser with good title to the Assets, free and clear of any and all liens, claims, interests, and encumbrances under § 363(f) of the Bankruptcy Code.

N. All of the provisions of this Order and the Agreement are nonseverable.

O. The relief requested in the Motion, including approval of the Agreement, is in the best interests of the Debtors, their creditors, and estates.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. All of the relief requested in the Motion that was not previously granted in the Sale Procedures Order is hereby granted as set forth herein.

2. All Objections, if any, to the Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are overruled on the merits with prejudice.

3. The terms, conditions, and transactions contemplated by the Agreement with the Purchaser are hereby approved in all respects, and the sale transaction contemplated thereby is hereby approved in all respects and authorized under § 363(b) of the Bankruptcy Code. Without limiting the generality of the foregoing, the funds contained in the Escrow shall be remitted to the Debtors pursuant to the terms and conditions set forth in the Agreement, without the need for any other or further notice or order of this Court.

4. Pursuant to § 363(b) of the Bankruptcy Code, the Debtors are hereby authorized and empowered to perform under, consummate, and implement the Agreement and the Intellectual Property License Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to consummate the sale and all other transactions contemplated by the Agreement, and to take all further actions reasonable or necessary in their determination for the purpose of selling, assigning, transferring, granting, conveying, and conferring to the Purchaser the Assets, free and clear of any and all liens, claims, security interests, and encumbrances, or as may be necessary or appropriate to the performance of the Debtors' obligations as contemplated by the Agreement.

5. Subject to the terms and conditions of the Agreement, the Purchaser shall execute all instruments and documents and perform all of their obligations under the Agreement, including without limitation, payment of the Purchase Price.

6. The Purchaser is a good-faith purchaser under § 363(m) of the Bankruptcy Code and, as such, is entitled to the protections afforded thereby.

7. With reference to § 363(n) of the Bankruptcy Code, the consideration paid by the Purchaser was not controlled by an agreement among potential bidders, and the Purchaser has taken no actions which would warrant the avoidance of the sale or the imposition of any of the damages, costs, attorneys' fees, or expenses provided for in § 363(n) of the Bankruptcy Code.

8. Pursuant to § 365 of the Bankruptcy Code and subject to and conditioned upon the applicable Effective Transfer Date, the Debtors' assumption and assignment to the Purchaser of the Assumed Agreements, and the Purchaser's assumption of the Assumed Agreements on the terms set forth in the Agreement is hereby approved, and the requirements of § 365(b)(1) of the Bankruptcy Code with respect thereto are hereby deemed satisfied.

9. The Debtors are hereby authorized in accordance with §§ 105(a) and 365 of the Bankruptcy Code to (a) assume and assign to the Purchaser, effective upon the applicable Effective Transfer Date, the Assumed Agreements free and clear of all Interests of any kind or nature whatsoever other than the Assumed Liabilities and (b) execute and deliver to the Purchaser such documents or other instruments as may be reasonably necessary to assign and transfer the Assumed Agreements and Assumed Liabilities to the Purchaser.

10. **Except as expressly permitted or otherwise specifically provided by the Agreement or this Order, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, trade, and other creditors, holding Interests of any kind or nature whatsoever against or in a Seller, or the Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to the Debtors, the Assets, the ownership/and or operation of the Assets prior to the applicable Effective Transfer Date, or the Sale are forever barred, estopped, and permanently enjoined from asserting against the**

Purchaser, its successors or assigns, its property, or the Assets such persons' or entities' Interests.

11. With respect to the Assumed Agreements: (a) the Assumed Agreements shall be transferred and assigned to, and following the applicable Effective Transfer Date remain in full force and effect for the benefit of, the Purchaser, notwithstanding any provision in any such Assumed Agreement (including those of the type described in § 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer, and pursuant to § 365(k) of the Bankruptcy Code, the Debtors shall be relieved from any further liability with respect to the Assumed Agreements after such assignment to and assumption by the Purchaser; (b) each Assumed Agreement is an executory contract under § 365 of the Bankruptcy Code; (c) subject to the applicable Effective Transfer Date, the Debtors may assume each of their respective Assumed Agreements in accordance with § 365 of the Bankruptcy Code and assign each Assumed Agreement in accordance with §§ 363 and 365 of the Bankruptcy Code, and any provisions in any Assumed Agreement that prohibit or condition the assignment of such Assumed Agreement or allow the party to such Assumed Agreement to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such Assumed Agreement, constitute unenforceable anti-assignment provisions, which are void and of no force and effect; (d) all other requirements and conditions under §§ 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Purchaser of each Assumed Agreement have been satisfied; and (e) upon the applicable Effective Transfer Date, in accordance with §§ 363 and 365 of the Bankruptcy Code, Purchaser shall be fully and irrevocably vested in all right, title and interest of each Assumed Agreement free and clear of Interests. Any portions of the property leases with respect to any of the Leased Properties that purport to permit the landlords thereunder to cancel the remaining term of any of such leases if the Debtors discontinue their use or operation of the Leased Properties are void and of no force and effect and shall not be enforceable against the Purchaser, its assignees, and sublessees, and the landlords under such leases shall not have the right to cancel or otherwise

modify such leases or increase the rent, assert any claim, or impose any penalty by reason of such discontinuation, the Debtors' cessation of operations, the assignment of such leases to the Purchaser, or the interruption of business activities at any of the leased premises.

12. All defaults or other obligations of the Sellers under the Assumed Agreements arising, incurred, or accruing prior to the applicable Effective Transfer Date (without giving effect to any acceleration clauses or any default provisions of the kind specified in § 365(b)(2) of the Bankruptcy Code) shall be cured at the applicable Effective Transfer Date or as soon thereafter as practicable by payment by the Debtors from the Sale proceeds or otherwise of the cure amounts necessary under § 365(b) of the Bankruptcy Code (collectively, the "Cure Amounts"), and the Purchaser shall have no liability or obligation for amounts arising, accruing, incurred, or relating to a period prior to the date of the applicable Effective Transfer Date (including, without limitations, the Cure Amounts), relating to the Assumed Agreements, except as otherwise expressly provided in the Agreement. Other than the Cure Amounts, no other amounts are or shall be due to the non-debtor parties in connection with the assumption by the Debtors and the assignment to the Purchaser of the Assumed Agreements.

13. **Each non-debtor party to an Assumed Agreement hereby is forever barred, estopped, and permanently enjoined from (i) asserting against the Purchaser and its affiliates or the property of any of them, any default arising prior to or existing as of the applicable Effective Transfer Date or, against the Purchaser or its affiliates, any counterclaim, defense, setoff, or any other claim asserted or assertable against the Debtors; and (ii) imposing or charging against the Purchaser or its affiliates any rent accelerations, assignment fees, increases, or any other fees as a result of the Debtors' assumption and assignments to the Purchaser of the Assumed Agreements.** The validity of such assumption and assignments of the Assumed Agreements shall not be affected by any dispute between the Debtors and any non-debtor party to an Assumed Agreement.

14. The failure of the Debtors or the Purchaser to enforce at any time one or more terms or conditions of any Assumed Agreement shall not be a waiver of such terms or

conditions, or of the Debtors' and the Purchaser's rights to enforce every term and condition of the Assumed Agreements.

15. Pursuant to §§ 105(a) and 363(f) of the Bankruptcy Code, upon the applicable Effective Transfer Date under the Agreement, the applicable Assets shall be transferred to the Purchaser free and clear of any and all liens, claims, security interests, and encumbrances, if any, with all liens, claims, security interests, and encumbrances, if any, to transfer, affix, and attach to the net proceeds of the Sale in the order of their priority and with the same validity, force, and effect that they have against the Assets immediately prior to the Sale, subject to the rights, claims, defenses, and objections, if any, of the Debtors and all interested parties with respect to such liens, claims, security interests, and encumbrances. For the avoidance of doubt, and without limiting the foregoing, the Liquor Licenses are hereby being transferred to the Purchaser free and clear of any and all liens, claims, interests, security interests, and encumbrances. Other than the amount of the Office Resolution Consideration (as such term is defined in the Final DIP Order), the net proceeds of the Sale shall be wire transferred to Ally Commercial Finance LLC from the Escrow upon each applicable Effective Transfer Date.

16. This Order: (a) is and shall be effective as a determination that, on the applicable Effective Transfer Date, all liens, claims, security interests, and encumbrances against the Assets prior to such Effective Transfer Date have been unconditionally released, discharged, and terminated and that the conveyance of the Assets, free and clear of any and all liens, claims, security interests, and encumbrances has been effected and vested in the Purchaser; and (b) is and shall be binding upon and govern the acts of all entities (including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, registrars of patents, trademarks or other intellectual property, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons and entities that may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or

instruments or who may be required to report or insure any title or state of title in or to the Assets).

17. If any person or entity that has filed financing statements or other documents or agreements evidencing liens, claims, or encumbrances on or interests in the Assets shall not have delivered to the Debtors prior to the applicable Effective Transfer Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all liens, claims, and encumbrances or other interests (including liens, claims, security interests, and encumbrances) that the person or entity with respect to the Assets, the Debtors or the Purchaser are hereby authorized to execute and file such statements, instruments, releases, and other documents on behalf of the person or entity with respect to the Assets and shall have no liability for any act pursuant thereto.

18. Except as otherwise expressly provided in the Agreement, the Purchaser shall have no obligation to pay wages, bonuses, severance pay, benefits (including, without limitation, contributions or payments on account of any under-funding with respect to any and all pension plans), or any other payment with respect to employees or former employees of the Debtors. Except as otherwise expressly provided in the Agreement, the Purchaser shall have no liability with respect to any collective bargaining agreement, employee pension plan, employee welfare or retention, benefit, and/or incentive plan to which any of the Debtors is a party and relating to the Assets (including, without limitation, arising from or related to the rejection or other termination of any such agreement), and the Purchaser shall in no way be deemed a party to or assignee of any such agreement, and no employee of the Purchaser shall be deemed in any way covered by or a party to any such agreement, and except for the Assumed Liabilities, **all parties to any such agreement are hereby enjoined from asserting against the Purchaser any and all claims arising from or relating to such agreement.** All notices, if any, required to be given to the Debtors' employees pursuant to the Workers Adjustment and Relocation Adjustment Act, or any similar law, shall be the sole responsibility and obligation of the Debtors, and the Purchaser shall have no duties, responsibility, or liability therefor.

19. All entities that are in possession of some or all of the Assets on the applicable Effective Transfer Date are hereby directed to surrender possession of the Assets to the Purchaser at such Effective Transfer Date.

20. Except for the Assumed Liabilities or as expressly permitted or otherwise specifically provided for in the Agreement or this Order, the Purchaser shall have no liability or responsibility for any liability or other obligation of the Debtors arising under or related to the Assets other than for the Assumed Liabilities. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein and in the Agreement, the Purchaser shall not be liable for any claims against the Debtors or any of their predecessors or Affiliates, and the Purchaser shall have no successor or vicarious liabilities of any kind or character including but not limited to any theory of antitrust, environmental, successor or transferee liability, labor law, de facto merger, or substantial continuity, whether known or unknown as of the applicable Effective Transfer Date, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors or any obligations of the Debtors arising prior to the applicable Effective Transfer Date, including, but not limited to, liabilities on account of any Taxes arising, accruing, incurred or payable under, out of, in connection with, or in any way relating to the ownership and operation of the Assets prior to the applicable Effective Transfer Date. The Purchaser has given substantial consideration under the Agreement for the benefit of holders of Interests. The consideration given by the Purchaser shall constitute valid and valuable consideration for the releases of any potential claims of successor liability of the Purchaser, releases which this Court holds shall be deemed to have been given in favor of the Purchaser by all holders of Interests against the Debtors or their respective assets.

21. **Under no circumstances shall the Purchaser be deemed a successor of or to the Debtors for any Interest against or in the Assets of any kind or nature whatsoever. The transactions contemplated by the Agreement do not constitute a consolidation, merger, or de facto merger, the Purchaser is not an alter ego of the Debtors, and the Purchaser is not merely a continuation of the Debtors. Except for the Assumed Liabilities, the sale,**

transfer, assignment, and delivery of the Assets shall not be subject to any Interests, and Interests of any kind or nature whatsoever shall remain with, and continue to be obligations of the Debtors. Except for the Assumed Liabilities, all persons holding Interests against or in the Debtors or the Assets of any kind or nature whatsoever (including but not limited to, the Debtors and/or their respective successors, including any trustees thereof, creditors, employees, unions, former employees and shareholders, administrative agencies, governmental units, secretaries of state, federal, state and local officials, maintaining any authority relating to any environmental, health and safety laws, and their respective successors or assigns) shall be, and hereby are, forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing such Interests of any kind or nature whatsoever against the Purchaser, its property, its successors and assigns, or the Assets, as an alleged successor or otherwise, with respect to any Interest of any kind or nature whatsoever such person or entity had, has, or may have against or in any of the Debtors, any of the Debtors' estates, their respective officers, directors, shareholders, or the Assets. Following the applicable Effective Transfer Date, no holder of an Interest in the Debtors shall interfere with the Purchaser's title to or use and enjoyment of the Assets based on or related to such Interest, or any actions that the Debtors may take in their bankruptcy cases.

22. Each and every federal, state, and local governmental agency or department is directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by this Order.

23. The Debtors and the Purchaser are each hereby authorized to consummate the Sale without the necessity of complying with any state or local bulk sale or transfer laws or other requirements, including, without limitation, New Jersey Division of Taxation TB-60R and any noticing or escrowing requirements under any such laws, such that no bulk sales or transfer laws or any similar laws or requirements (including any requirements to post any escrow amounts) of any state, local authority (including any liquor license authorities), or other

jurisdiction shall apply in any way to the Sale or any of the other transactions contemplated by the Agreement. Nothing herein shall affect the Debtors' obligations under Sections 6.18 and 12.07 of the Agreement (to the extent applicable).

24. This Court retains jurisdiction: (i) to enforce and implement the terms and provisions of the Agreement, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith; (ii) to compel delivery of the Assets to the Purchaser in accordance with, and subject to, the terms of the Agreement; (iii) to resolve any disputes, controversies, or claims arising out of or relating to the Agreement; and (iv) to interpret, implement, and enforce the provisions of this Order.

25. The terms and provisions of the Agreement, together with the terms and provisions of this Order, shall be binding in all respects upon the Debtors, their estates and creditors, the Purchaser, and their respective affiliates, successors and assigns, any affected third parties, and all persons asserting a claim against or interest in the Debtors' estates or the Assets to be sold to the Purchaser pursuant to the Agreement. The Agreement and the transactions contemplated thereby, shall be specifically performable, enforceable against, binding upon and not subject to rejection by the Debtors or any Chapter 7 or Chapter 11 trustee of the Debtors and their estates or by the Purchaser.

26. The failure specifically to include any particular provisions of the Agreement in this Order shall not diminish or impair the efficiency of such provisions, it being the intent of the Court that the Agreement, all transactions contemplated thereby, and all documents required to effectuate the Agreement, are approved in their entirety and incorporated by reference in this Order.

27. The Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto in accordance with the terms thereof without further order of this Court, provided that any such modification, amendment, or supplement is not material.

28. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h) and 6006(d), this Order shall not be stayed for 14 days after the entry hereof and shall be effective immediately upon signature hereof.

29. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation of this Order.

Dated: January __, 2011
Wilmington, Delaware

HONORABLE MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT D

COPYRIGHT ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, that, effective _____201_, the undersigned, Charlie Brown's Inc., a New Jersey corporation ("Charlie Brown's"), The Office at Bridgewater, Inc., a New Jersey corporation ("Bridgewater"), The Office at Cranford, Inc., a New Jersey corporation ("Cranford"), The Office at Montclair, Inc., a New Jersey corporation ("Montclair"), The Office at Morristown, Inc., a New Jersey corporation ("Morristown"), The Office at Ridgewood, Inc., a New Jersey corporation ("Ridgewood"), The Office at Summit, Inc., a New Jersey corporation ("Summit") and Charlie Brown's Mark Corp., a Delaware corporation ("Charlie Brown's Mark", together with Charlie Brown's, Bridgewater, Cranford, Montclair, Morristown, Ridgewood and Summit, each an "Assignor" and collectively the "Assignors"), for good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer and set over unto Villa Holding, LLC, a Delaware limited liability company ("Assignee") one hundred percent (100%) of Assignors' right, title and interest of any and every kind whatsoever in and to all copyrights owned by Assignors and used in connection with the Business, including, but not limited to, in connection with the websites known as office-beerbar.com, theofficebeerbarandgrill.com, theofficebeerbar.com, and thejollytrolleybarandgrill.com, materials and designs created for and owned by Assignors for use exclusively in the Business, including, without limitation, the following: 1) all right, title and interest which the Assignors own in and to any and all of the copyrights used in connection with the Business, including in connection with the websites referenced above, and including all right, title and interest in and to written and online works, including menus, brochures, advertisements, logos, photographs, and other materials; and 2) all right, title and interest in and to all copyrights referenced herein, including, but not limited to, the right to apply for copyrights, registrations

and renewals thereof, together with the goodwill of the Business connected with and symbolized by such copyrights, as well as all rights to damages or profits, due or accrued, arising out of past infringement of such copyrights or injury to said goodwill and the right to sue and pursue all actions for and recover the same in Assignee's own name. Unless otherwise defined herein, all capitalized terms used herein shall have the same meanings as set forth in that certain Asset Purchase Agreement dated as of _____, 201_, pursuant to which, among other things, Assignors have agreed to sell all copyrights used in the Business to Assignee. This Assignment shall be governed by and construed under and in accordance with the laws of New Jersey.

IN WITNESS WHEREOF, the undersigned have executed this Assignment this ___ day of _____, 201_.

CHARLIE BROWN'S, INC.

By: _____
Name:
Title:

THE OFFICE AT BRIDGEWATER, INC.

By: _____
Name:
Title:

THE OFFICE AT CRANFORD, INC.

By: _____
Name:
Title:

THE OFFICE AT MONTCLAIR, INC.

By: _____
Name:
Title:

THE OFFICE AT MORRISTOWN, INC.

By: _____
Name:
Title:

THE OFFICE AT RIDGEWOOD, INC.

By: _____
Name:
Title:

THE OFFICE AT SUMMIT, INC.

By: _____
Name:
Title:

CHARLIE BROWN'S MARK CORP.

By: _____
Name:
Title:

VILLA HOLDING, LLC

By: _____
Name:
Title:

EXHIBIT E

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

THIS AGREEMENT is made and entered into as of this ___ day of _____, 201_ between Charlie Brown's Mark Corp., a corporation organized and existing under the laws of Delaware and having its principal place of business at 1450 Route 22 West, Mountainside, New Jersey 07092 (the "Assignor") and Villa Holding, LLC, a limited liability company organized and existing under the laws of Delaware and having its principal place of business at _____, (the "Assignee").

WHEREAS, the Assignor has adopted, has used, and is using the following trademarks and service marks:

Registered Marks	U.S. Regis. No.	Registration Date
THE AMALGAMATED & CONSOLIDATED RESTAURANT COMPANY, LTD. THE OFFICE (AND DESIGN)	1,298,183	September 25, 1984
THE OFFICE BEER BAR & GRILL (AND DESIGN)	2,050,785	April 8, 1997
JOLLY TROLLEY	2,986,839	August 23, 2005

Common Law

All trademarks and service marks used exclusively in connection with the Business, including but not limited to, "THE OFFICE", "THE OFFICE BEER BAR & GRILL", and word marks and logos which includes the words "So Many Beers So Little Time" and "JOLLY TROLLEY BAR & GRILL" (the "Marks"); and

WHEREAS, the Assignee desires to acquire the Marks and any and all registrations thereof, together with the associated goodwill of the Business of Assignor and its Affiliates, and the Assignor wishes to convey and transfer to the Assignee the Marks, any registrations thereof and the associated goodwill;

WHEREAS, the Assignor, its Affiliates and the Assignee have entered into that certain Asset Purchase Agreement ("Purchase Agreement") dated as of _____201_, pursuant to which, among other things, Assignor has agreed to sell the Marks to Assignee; and

NOW, THEREFORE, in consideration of the mutual agreement herein provided, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. Definitions. Unless otherwise defined herein, all capitalized terms used herein shall have the same meanings as set forth in the Purchase Agreement.

2. Assignment. The Assignor hereby sells, assigns, transfers and sets over unto the Assignee all of its right, title and interest in and to the Marks and any registrations thereof and applications therefor, together with the associated goodwill of the Business of Assignor and its Affiliates symbolized by the Marks, and all rights in the Marks, including the right to apply for registration and otherwise file for protection around the world on the Marks, and the right to renew any registrations on the Marks, including the right to sue for past and future infringement of the Marks, to be used as fully and entirely as said rights would have been held and enjoyed by the Assignor had this assignment and transfer not been made.

3. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective transferees, successors and assigns.

4. Amendment of Agreement. No modification, changes, or additions to this Assignment shall be effective except by written amendment executed by both parties.

5. Severability. The invalidity of any provision of this Assignment shall not affect the enforceability of any other provisions of this Assignment. The invalidity of any provision of this Assignment shall merely render such invalid provision ineffective.

6. Governing Law. The parties hereby agree that this Assignment shall be governed by and construed under and in accordance with the laws of New Jersey.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as of the day and year first above written.

CHARLIE BROWN'S MARK CORP.

By: _____
[NAME]
[TITLE]

VILLA HOLDING, LLC

By: _____
[NAME]
[TITLE]

EXHIBIT F

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
CB HOLDING CORP., et al.,[1]	)	
	)	Case No. 10-13683 (MFW)
	)	
	)	Jointly Administered
Debtors.	)	
	)	

ORDER: (1) APPROVING FORM OF "STALKING HORSE" ASSET PURCHASE AGREEMENT WITH VILLA ENTERPRISES LTD., LLC, FOR THE SALE OF SUBSTANTIALLY ALL ASSETS COMPRISING THE OFFICE BEER BAR & GRILL AND ASSUMPTION AND ASSIGNMENT OF CERTAIN RELATED EXECUTORY CONTRACTS AND UNEXPIRED LEASES RELATING THERETO; (2) APPROVING SALE PROCEDURES AND FORM, MANNER, AND SUFFICIENCY OF NOTICE; (3) SCHEDULING (a) AN AUCTION AND (b) A HEARING TO CONSIDER APPROVING THE HIGHEST AND BEST OFFER; AND (4) GRANTING RELATED RELIEF

[1] The other Debtors, and the last four digits of each of their tax identification numbers, are: 1820 Central Park Avenue Restaurant Corp. (5151); Bugaboo Creek Acquisition, LLC (4629); Bugaboo Creek Holdings, Inc. (0966); Bugaboo Creek of Seekonk, Inc. (1669); CB Holding Corp. (8640); CB VII, Inc. (9120); CB VIII, Inc. (1468); Charlie Brown North (6721); Charlie Brown's Acquisition Corp. (8367); Charlie Brown's at Clifton, Inc. (7309); Charlie Brown's Mark Corp. (3569); Charlie Brown's Montclair, Inc. (4223); Charlie Brown's 1981, Inc. (7781); Charlie Brown's of Allentown, L.L.C. (8420); Charlie Brown's of Alpha, Inc. (9083); Charlie Brown's of Berwyn, LLC (3347); Charlie Brown's of Blackwood, L.L.C. (5698); Charlie Brown's of Bloomsburg, LLC (3326); Charlie Brown's of Brielle, Inc. (8115); Charlie Brown's of Carlstadt, Inc. (6936); Charlie Brown's of Chatham, Inc. (2452); Charlie Brown's of Commack LLC (4851); Charlie Brown's of Denville, Inc. (1422); Charlie Brown's of East Windsor, LLC (2747); Charlie Brown's of Edison, Inc. (8519); Charlie Brown's of Egg Harbor Twp, LLC (none); Charlie Brown's of Franklin, LLC (5232); Charlie Brown's of Garden City, LLC (7440); Charlie Brown's of Hackettstown, L.L.C. (7493); Charlie Brown's of Harrisburg, LLC (1085); Charlie Brown's of Hillsborough, Inc. (0344); Charlie Brown's of Holtsville, LLC (0138); Charlie Brown's of Jackson, LLC (3478); Charlie Brown's of Lacey, L.L.C. (6282); Charlie Brown's of Lakewood, Inc. (0156); Charlie Brown's of Langhorne, LLC (3392); Charlie Brown's of Lynbrook LLC (2772); Charlie Brown's of Maple Shade, Inc. (0404); Charlie Brown's of Matawan, Inc. (8337); Charlie Brown's of Middletown LLC (7565); Charlie Brown's of Oradell, Inc. (0348); Charlie Brown's of Pennsylvania, Inc. (6918); Charlie Brown's of Piscataway, LLC (8285); Charlie Brown's of Reading, LLC (1214); Charlie Brown's of Scranton, LLC (9817); Charlie Brown's of Selinsgrove, LLC (6492); Charlie Brown's of Springfield, LLC (9892); Charlie Brown's of Staten Island, LLC (1936); Charlie Brown's of Tinton Falls, Inc. (6981); Charlie Brown's of Toms River, LLC (5492); Charlie Brown's of Union Township, Inc. (8910); Charlie Brown's of Trexlertown, LLC (6582); Charlie Brown's of Wayne, Inc. (4757); Charlie Brown's of West Windsor, Inc. (0159); Charlie Brown's of Williamsport LLC (8218); Charlie Brown's of Woodbury, Inc. (0601); Charlie Brown's of York, LLC (0980); Charlie Brown's of Yorktown, LLC (7855); Charlie Brown's Restaurant Corp. (7782); Charlie Brown's Steakhouse Fishkill, Inc. (9139); Charlie Brown's Steakhouse Woodbridge, Inc. (1906); Charlie Brown's, Inc. (4776); Jonathan Seagull Property Corp. (7248); Jonathan Seagull, Inc. (9160); The Office at Bridgewater, Inc. (3132); The Office at Cranford, Inc. (3131); The Office at Keyport, Inc. (1507); The Office at Montclair, Inc. (3128); The Office at Morristown, Inc. (3127); The Office at Ridgewood, Inc. (2949); The Office at Summit, Inc. (3126); and What's Your Beef V, Inc. (4719). The Debtors' address is 1450 Route 22 West, Mountainside, New Jersey 07092.

Upon the motion, dated December 23, 2010 (Docket No.[__]) (the "Motion"),[2] of the above-captioned debtors and debtors-in-possession (collectively, the "Debtors"), pursuant to sections 105(a), 363, and 365 of Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Local Rule 6004-1, for entry of (I) a procedures order (the "Sale Procedures Order"), inter alia, (a) approving certain sale procedures (collectively, the "Sale Procedures") and scheduling a competitive auction (the "Auction") in connection with the sale (the "Sale") of the Debtors' assets (collectively, the "Assets") comprising The Office Beer Bar & Grill business (the "Business") and the assumption and assignment of certain related executory contracts and unexpired leases (the "Assumed Agreements"); (b) authorizing the Debtors to enter into a Purchase Agreement (the "Agreement") with Villa Enterprises Ltd., LLC ("VEM" or the "Stalking Horse Bidder") in connection therewith; (c) authorizing the Debtors to offer certain bid protections to the Stalking Horse Bidder; (d) scheduling a sale hearing (the "Sale Hearing") to consider entry of an order approving the Sale; and (e) approving the form and manner of notice of the Sale Hearing (the "Sale Notice"), all as more fully set forth in the Motion; and this Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided, and it appearing that no other or further notice need be provided; and a hearing on the procedural relief requested in the Motion having been held before the Court (the "Bid Procedures Hearing"); and upon the record of the Bid Procedures Hearing; and such relief being in the best interest of the Debtors, their estates, and creditors and a sound and prudent exercise of the Debtors' business judgment; and any objections to the procedural

[2] All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

relief requested in the Motion having been resolved, withdrawn, or otherwise overruled by this Court; and after due deliberation, and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. This Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(a), and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N) and (O). Venue of these cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. The Debtors have articulated good and sufficient reasons for, and the best interests of their estates will be served by, this Court's granting the procedural relief requested in the Motion, including approval of: (i) the Sale Procedures; (ii) the Debtors' offer to the Stalking Horse Bidder of an expense reimbursement and break-up fee of $165,000 (the "Expense Reimbursement Fee") under the terms and conditions of the Agreement; (iii) scheduling the Auction and the Sale Hearing; and (iv) the form and manner of notice of the Auction and Sale.

C. The proposed notice of the Sale of the Assets, the Sale Hearing, the Auction, the Objection Deadline, the Proposed Cure Amounts, and the Sale Procedures, as set forth in the Motion, is good, appropriate, adequate, and sufficient and is reasonably calculated to provide all interested parties with timely and proper notice of the Sale and the Sale Procedures, and no other or further notice is required for the Sale of the Assets to the Successful Bidder.

D. The Debtors have articulated good and sufficient reasons for, and the best interests of their estates will be served by, this Court's scheduling a subsequent Sale Hearing to consider granting the other or remaining relief requested in the Motion, including approval of the Sale of the Assets to the Successful Bidder free and clear of all liens, claims, interests, and encumbrances pursuant to section 363(f) of the Bankruptcy Code.

E. Authorizing the Debtors to offer the Expense Reimbursement Fee to induce VEM to serve as the Stalking Horse Bidder represents a sound and prudent exercise of the Debtors' business judgment and will allow the Debtors to maximize the value of the Assets and seek to maximize the value of their other assets and remaining businesses.

ACCORDINGLY, IT IS HEREBY ORDERED EFFECTIVE IMMEDIATELY THAT:

1. The procedural relief requested in the Motion is approved to the extent provided herein.

2. The Debtors are authorized to enter into the Agreement with the Stalking Horse Bidder, subject to the terms and conditions thereof.

3. The Sale Procedures, in a form substantially similar to the procedures attached hereto as **Exhibit 1**, are approved in all respects. Except as otherwise set forth therein, any competing bid must conform to, and comply with, the Sale Procedures. The Debtors are authorized to take any and all actions necessary or appropriate to implement the Sale Procedures.

4. Allowance and payment of the Expense Reimbursement Fee under the terms and conditions set forth and in accordance with the terms of the Agreement is approved, and the Stalking Horse Bidder shall be entitled to the Expense Reimbursement Fee to the extent set forth in the Agreement and this Order.

5. If payment of the Expense Reimbursement Fee, or the Stalking Horse Bidder's entitlement to the return of the Deposit, is triggered under the terms of the Agreement, the Debtors are authorized, without further order of this Court, to (i) pay to the Stalking Horse Bidder the Expense Reimbursement Fee in the manner and upon the terms set forth in the Agreement from the proceeds of the Sale to the Successful Bidder and/or (ii) cause the release of the Deposit to the Stalking Horse Bidder (as applicable). If actually due and owing under the terms of the Agreement, the Expense Reimbursement Fee shall constitute an allowed administrative expense claim arising in these Chapter 11 cases under sections 503(b) and 507(a)(2) of the Bankruptcy Code.

6. The Sale Notice, in a form substantially similar to the notice attached hereto as **Exhibit 2**, is approved, and the Debtors shall cause the Sale Notice to be mailed to all known creditors in these cases as soon as practicable following the date hereof. Service of the Sale Notice in accordance with the Motion shall be deemed appropriate, adequate, and sufficient

and reasonably calculated to provide all interested parties with timely and proper notice of the Agreement and all transactions contemplated thereby, the Sale of the Assets, the Auction, the Bid Procedures, the Objection Deadline, the Sale Hearing, the assumption and assignment of the Assumed Agreements, and the Proposed Cure Amounts, and no other or further notice shall be required therefor. For the avoidance of doubt, the Debtors will serve upon all counterparties to the Assumed Contracts a notice of proposed cure amounts at the same time they serve the Sale Notice.

7. If bids are submitted in accordance with the Sale Procedures, the Auction shall be held at **10:00 a.m. (Eastern Time) on January [__], 2011**, at the offices of Cahill Gordon & Reindel LLP, 80 Pine Street, New York, New York 10005. Parties may appear telephonically upon the consent of the Debtors. In accordance with Local Rule 6004-1(c)(ii)(C), the Auction shall be conducted openly, and all creditors of the Debtors will be permitted to attend.

8. Each Qualified Bidder and VEM shall be required at or prior to the Auction to confirm that they have not engaged in any collusion with any other party respect to its bidding on the Assets.

9. The Sale Hearing to consider approval of the Debtors' entry into and consummation of a transaction with the Stalking Horse Bidder or a Successful Bidder (as applicable) shall be held on **January [__], 2011 at __:__ _.m. (Eastern Time)** at the United States Bankruptcy Court, 824 Market Street, 5th Fl., Courtroom #4, Wilmington, Delaware, unless rescheduled to another date in accordance with the Sale Procedures.

10. Any objections to the Sale of the Assets to the Successful Bidder shall be in writing, state the basis of such objection with specificity, and be filed with the Court and served so as to be **received actually** on or before **January [__], 2011 at 4:00 p.m. (Eastern Time)** on: (i) [proposed] counsel to the Debtors, Cahill Gordon & Reindel LLP, Eighty Pine Street, New York, New York 1005 (Attn: Joel H. Levitin, Richard A. Stieglitz Jr., and Maya Peleg), fax number: 212 369-5420, and Richards, Layton & Finger, P.A., One Rodney Square,

920 North King Street, Wilmington, Delaware 19801 (Attn: Mark D. Collins and Christopher M. Samis), fax number: 302 651-7701; (ii) counsel to Ally Commercial Finance LLC, Vedder Price P.C., 222 N. LaSalle Street, Suite 2600, Chicago, Illinois 60601 (Attn: Douglas J. Lipke), fax number: 312 609-5005; (iii) counsel to Wells Fargo Capital Finance, Inc., Bingham McCutchen LLP, 399 Park Avenue, New York, New York, 10022-4689 (Attn: Katherine G. Weinstein), fax number: 212 752-5378; (iv) counsel to Ableco Finance LLC, Schulte Roth & Zabel LLP, 919 Third Avenue, New York, New York 10022 (Attn: Eliot L. Relles), fax number: 212 593-5955; (v) [proposed] counsel to the Committee, Pachulski Stang Ziehl & Jones LLP, (a) 10100 Santa Monica Boulevard, 11th Floor, Los Angeles, California 90067 (Attn: Jeffrey N. Pomerantz), fax number: 310 201-0760, and (b) 919 North Market Street, 17th Floor, Wilmington, Delaware 19899-8705 (courier 19801) (Attn.: Bradford J. Sandler), fax number: 302 625-4400; (vi) the Office of the United States Trustee, J. Caleb Boggs Federal Building, 844 King Street, Suite 2313 Lockbox 35, Wilmington, Delaware 19801 (Attn: Juliet Sarkesian), fax number: 302 573-6497; and (vii) VEM and counsel to VEM, Laurent Xatart and Beth R. Stearns, c/o Cozzoli Broward, LLC, 25 Washington Street, Morristown, New Jersey 07960, Norris McLaughlin & Marcus, P.A., 721 Route 202-206, Suite 200, P.O. Box 5933, Bridgewater, New Jersey 08807-5933 (Attn: Morris S. Bauer), fax number: 908 722-0755, and Bifferato Gentilotti, 800 North King Street, Plaza Level, Wilmington, Delaware 19801 (Attn: Garvin F. McDaniel), fax number: 302 429-8600.

11. Objections to the Debtors' Cure Amount Schedule attached as **Exhibit 3** hereto (which Schedule identifies the Assumed Agreements) or otherwise with respect to the proposed assumption and assignment of an Assumed Agreement shall: (a) be in writing; (b) be filed with the Court, and served so as to be **actually received** on or before **January [__], 2011 at 4:00 p.m. (Eastern Time)** on: (i) [proposed] counsel to the Debtors, Cahill Gordon & Reindel LLP, Eighty Pine Street, New York, New York 1005 (Attn: Joel H. Levitin, Richard A. Stieglitz Jr., and Maya Peleg), fax number: 212 369-5420, and Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 (Attn: Mark D. Collins

and Christopher M. Samis), fax number: 302 651-7701; (ii) counsel to Ally Commercial Finance LLC, Vedder Price P.C., 222 N. LaSalle Street, Suite 2600, Chicago, Illinois 60601 (Attn: Douglas J. Lipke), fax number: 312 609-5005; (iii) counsel to Wells Fargo Capital Finance, Inc., Bingham McCutchen LLP, 399 Park Avenue, New York, New York, 10022-4689 (Attn: Katherine G. Weinstein), fax number: 212 752-5378; (iv) counsel to Ableco Finance LLC, Schulte Roth & Zabel LLP, 919 Third Avenue, New York, New York 10022 (Attn: Eliot L. Relles), fax number: 212 593-5955; (v) [proposed] counsel to the Committee, Pachulski Stang Ziehl & Jones LLP, (a) 10100 Santa Monica Boulevard, 11th Floor, Los Angeles, California 90067 (Attn: Jeffrey N. Pomerantz), fax number: 310 201-0760, and (b) 919 North Market Street, 17th Floor, Wilmington, Delaware 19899-8705 (courier 19801) (Attn.: Bradford J. Sandler), fax number: 302 625-4400; (vi) the Office of the United States Trustee, J. Caleb Boggs Federal Building, 844 King Street, Suite 2313 Lockbox 35, Wilmington, Delaware 19801 (Attn: Juliet Sarkesian), fax number: 302 573-6497; and (vii) VEM and counsel to VEM, Laurent Xatart and Beth R. Stearns, c/o Cozzoli Broward, LLC, 25 Washington Street, Morristown, New Jersey 07960, Norris McLaughlin & Marcus, P.A., 721 Route 202-206, Suite 200, P.O. Box 5933, Bridgewater, New Jersey 08807-5933 (Attn: Morris S. Bauer), fax number: 908 722-0755, and Bifferato Gentilotti, 800 North King Street, Plaza Level, Wilmington, Delaware 19801 (Attn: Garvin F. McDaniel), fax number: 302 429-8600; (c) specify the objecting party's asserted cure amounts, if any; and (d) be accompanied by appropriate supporting documentation demonstrating the calculation of the cure amount, as claimed. **Unless an objection to the proposed assumption and assignment of an Assumed Agreement and/or to the Cure Amount Schedule is timely and properly filed and served in the manner set forth herein, all non-debtor parties to the Assumed Agreements shall be deemed to have consented, as applicable, to the applicable provision of the Cure Amount Schedule and/or be forever barred from objecting thereto in the future or to the proposed assumption and assignment thereof to the Stalking Horse Bidder or the Successful Bidder (as applicable).**

12. Notwithstanding any other provision hereof, copies of this Order and all

pleadings submitted in support of the Motion and the Cure Amount Schedule shall (to the extent not previously served with the Motion) be served via first class mail (and/or telephonically or via e-mail in the case of subsection (g) below) as soon as practicable following the entry hereof upon the following parties: (a) the Office of the United States Trustee for the District of Delaware; (b) all parties known to have asserted an interest in the Assets (including, without limitation, secured creditors) or their known counsel; (c) [proposed] counsel for the Committee; (d) all parties that have filed a notice of appearance; (e) all non-debtor parties to the Assumed Agreements; (f) the Internal Revenue Service and the Divisions of Taxation for each of New Jersey and Delaware; and (g) all parties the Debtors reasonably believe may be interested in bidding on the Assets. Such service shall constitute good and sufficient notice of the Motion and the relief requested therein under applicable Federal and Local Rules of Bankruptcy Procedure and under the circumstances set forth in the Motion and the related documents and evidence presented at the hearing on the Sale Procedures Motion.

13. The Debtors shall provide all counterparties to the Assumed Agreements with notice of the identity of the Successful Bidder (to the extent it is not the Stalking Horse Bidder) within one (1) business day following the Auction via either (a) e-mail or fax or (b) overnight delivery service, in the event the Debtors' do not have e-mail or fax information for such Counterparties to the Assumed Agreements. Any counterparties to the Assumed Agreements that want notice of the identity of the Successful Bidder to be sent to them by e-mail or fax shall provide the Debtors' with necessary contact information at least one (1) business day prior to the Auction.

15. Notwithstanding the possible applicability of Federal Rules of Bankruptcy Procedure 6004(h) and 6006(d), this Order shall not be stayed for 14 days after the entry hereof and shall be effective immediately upon signature hereof.

16. The Debtors and VEM shall be authorized to take all actions necessary to implement the terms of this Order.

17. This Court shall retain jurisdiction to hear and determine all matters

arising from or related to the implementation of this Order.

Dated: _____ __, 201_
Wilmington, Delaware

_____
HONORABLE MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1 TO SALE PROCEDURES ORDER

SALE PROCEDURES IN CONNECTION WITH THE SALE OF THE DEBTORS' ASSETS COMPRISING THE OFFICE BEER BAR & GRILL AND ASSUMPTION AND ASSIGNMENT OF CERTAIN RELATED EXECUTORY CONTRACTS AND UNEXPIRED LEASES

By motion dated December 23, 2010 (Docket No.[___]) (the "Motion"),[1] the debtors and debtors-in-possession in the Chapter 11 cases captioned *In re: CB HOLDING CORP., et al*, Case No. 10-13683 (MFW) (Jointly Administered) (collectively, the "Debtors") pending in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), sought, among other things, approval of the process and procedures through which they will seek bids for the purchase of assets (collectively, the "Assets") comprising The Office Beer Bar & Grill business and assumption and assignment of certain related executory contracts and unexpired leases (the "Assumed Agreements").

On December [__], 2010, the Bankruptcy Court entered an order (the "Sale Procedures Order"), which, among other things, (i) approved the Motion and authorized the Debtors to market the Assets and solicit bids for same using the Sale Procedures set forth below (collectively, the "Sale Procedures") and (ii) authorized the Debtors to enter into a purchase agreement (the "Stalking Horse Purchase Agreement") with Villa Enterprises Ltd., LLC, as the stalking horse bidder (the "Stalking Horse Bidder") for the Assets, subject to the terms and conditions thereof.

A. Due Diligence

The Debtors, through their investment banking advisor, Raymond James & Associates, Inc. ("RJ"), will afford any party that executes an appropriate confidentiality agreement and demonstrates that is interested in making a bid to purchase the Assets such due diligence access or additional information as may be reasonably requested by such party that RJ determines to be reasonable and appropriate. Notwithstanding anything contained herein to the contrary, RJ will decide what, if any, diligence information to make available to a particular potential bidder, and neither RJ nor its representatives will be obligated to furnish any information of any kind whatsoever to any party. Notwithstanding anything to the contrary set forth above, except for good reason, any confidentiality agreement will not be materially more restrictive than the confidentiality agreement signed by the Stalking Horse Bidder, and any interested party that signs such a confidentiality agreement will be provided no less information of the same type and detail as provided to the Stalking Horse Bidder. To the extent RJ and/or the Debtors decide not to provide due diligence to any requesting party, RJ or the Debtors, as appropriate, will promptly notify the Lenders, the Committee, and the United States Trustee of the identity of such party and the diligence information or materials that was not provided.

Interested parties requesting information about the qualification process or due diligence should contact David Abell or Mike Pokrassa of RJ, at 212 885-1820 and 212 885-1815, respectively.

B. Bid Requirements

1. **Delivery of Bids.** No later than **4:00 p.m. (Eastern Time) on January [___], 2011** (such date or the date of the last extension as provided below, the "Bid Deadline"),

[1] All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Motion.

each potential bidder interested in participating in the bidding process must deliver copies of its bid and the supporting materials described below to the following parties (collectively, the "Notice Parties"):

[PROPOSED] COUNSEL FOR THE DEBTORS:

RICHARDS, LAYTON & FINGER, P.A.
Attn: Mark D. Collins and Christopher M. Samis
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
fax: 302 651-7701

CAHILL GORDON & REINDEL LLP
Attn: Joel H. Levitin, Richard A. Stieglitz Jr., and Maya Peleg
Eighty Pine Street
New York, New York 10005
fax: 212 269-5420

THE DEBTORS:

Attn: Gary Lembo and Ed Schwartz
1450 Route 22 East
Mountainside, New Jersey 07092
fax: 908 380-6860

[PROPOSED] COUNSEL FOR THE COMMITTEE:

PACHULSKI STANG ZIEHL & JONES LLP

Attn: Jeffrey N. Pomerantz
10100 Santa Monica Boulevard, 11th Floor
Los Angeles, California 90067
fax: 310 201-0760

Attn: Bradford J. Sandler
919 North Market Street, 17th Floor
Wilmington, Delaware 19899-8705 (courier 19801)
fax: 302.652-4400

INVESTMENT BANKER FOR THE DEBTORS:

RAYMOND JAMES
Attn: David Able and Mike Pokrassa
277 Park Avenue, 4th Floor
New York, New York 10172
fax: 212 885-1808

COUNSEL FOR ALLY COMMERCIAL FINANCE LLC:

VEDDER PRICE P.C.
Attn: Douglas J. Lipke
222 N. LaSalle Street, Suite 2600
Chicago, Illinois 60601
fax: 312 609-5005

COUNSEL FOR WELLS FARGO CAPITAL FINANCE, INC.

BINGHAM McCUTCHEN
Attn: Katherine G. Weinstein
399 Park Avenue
New York, New York 10022-4689

THE UNITED STATES TRUSTEE:

Attn: Juliet Sarkesian
J. Caleb Boggs Federal Building
844 King Street, Suite 2313 Lock Box 35
Wilmington, Delaware 19801
fax: 302 573-6497

COUNSEL FOR ABLECO FINANCE LLC

SCHULTE ROTH & ZABEL LLP
Attn: Eliot L. Relles
919 Third Avenue
New York, New York 10022

fax: 212 593-5955

fax: 212 752-5378

2. **Form and Content of Bid.** A bid is a signed letter from a Qualified Bidder (hereinafter defined) stating that:

(1) The Qualified Bidder offers to purchase the Assets at a certain designated price; and

(2) The Qualified Bidder's offer is not subject to any due diligence or financing contingency and is irrevocable until two (2) business days after the Initial Effective Transfer Date, whether or not to such Qualified Bidder. As described in detail in the Agreement and the Motion, the Initial Effective Transfer Date is, in pertinent part, the date that the first Restaurant satisfies all conditions to the obligations of the parties to the Agreement to consummate the sale and transfer of such Restaurant or has been granted a waiver of such conditions, including, but not limited to, all necessary approvals of the Bankruptcy Court, and counsel to Purchaser having confirmed that all necessary approvals have been given to the assignment of the Liquor License related to that Restaurant.

3. **Required Supporting Materials.** A Qualified Bidder shall accompany its bid with:

(1) A clean and blacklined version of the Stalking Horse Purchase Agreement attached to the Motion as Exhibit A and available upon request, marked solely to indicate:

(i) the proposed purchaser's name;

(ii) a verified statement that it has not and will not collude with any other party; and

(iii) an increase in the purchase price set forth in the Stalking Horse Purchase Agreement of not less than $215,000 (i.e., a minimum initial overbid of no less than $3,615,000, including an agreement to pay at least $2.465 million on the Initial Effective Transfer Date); and

(2) Written evidence of a commitment for financing or other evidence of ability to consummate the transaction including the assumption and assignment of the Assumed Agreements (such as a current audited financial statement or copies of a bidder's bank account statement for each of the three months preceding the auction for the Assets (the "Auction")) and such other evidence of ability to consummate the transaction as the Debtors may reasonably request.

(3) **Required Good Faith Deposit**. By the Bid Deadline, a bidder must provide a good faith deposit (the "Good Faith Deposit") equal to ten percent (10%) of such bidder's purchase price. The Good Faith Deposit must be made by wire transfer to an escrow agent selected by the Debtors. The Debtors will provide wiring instructions to any party making a request therefor in advance of the Bid Deadline.

4. **Qualified Bid.** A Bid received from a bidder that meets the requirements above is considered a "Qualified Bid" and a party that has delivered such materials shall be a "Qualified Bidder."

THE DEBTORS RESERVE THE RIGHT, IN THEIR REASONABLE DISCRETION AFTER CONSULTATION WITH AND APPROVAL BY ALLY COMMERCIAL FINANCE LLC, WELLS FARGO CAPITAL FINANCE, INC., AND ABLECO FINANCE LLC (COLLECTIVELY, THE "LENDERS") AND THE COMMITTEE, TO WAIVE ANY NON-MATERIAL NONCOMPLIANCE WITH ANY ONE OR MORE OF THESE REQUIREMENTS AND DEEM ANY BID TO BE A QUALIFIED BID.

C. Conduct and Termination of Bidding Process

The Debtors, in their reasonable discretion after consultation with the Lenders and the Committee, will: (i) determine whether any potential bidder satisfies the requirements specified above to become a Qualified Bidder; (ii) coordinate the efforts of Qualified Bidders in conducting their respective due diligence investigations regarding the Assets; (iii) determine whether to remove the Assets from the sale process under these Sale Procedures; (iv) evaluate bids from bidders and determine whether any such bid is a Qualified Bid; (v) negotiate any bid made to purchase the Assets and negotiate any related transaction issues; and (vi) make such other determinations as are provided in these Sale Procedures. In the event that the Lenders submit a credit bid pursuant to Section 363(k) of the Bankruptcy Code, the Debtors will no longer consult with the Lenders on any issue related to the Sale, nor shall such Lenders' approval be required as to any issue related to the Sale.

D. Auction Participation – Qualified Participants and Baseline Bid

Unless otherwise ordered by the Bankruptcy Court for cause shown, only a Qualified Bidder that has submitted a Qualified Bid is eligible to participate at the Auction. The Debtors, in their reasonable discretion after consultation with the Lenders and the Committee, will select, the highest or otherwise best bid (the "Baseline Bid") to serve as the starting point for the Auction. At least 24 hours prior to the Auction, the Debtors shall distribute copies of the Baseline Bid to each Qualified Bidder. The Baseline Bid, at this time, is the bid in the amount of $3,400,000 of the Stalking Horse Bidder, and any initial overbid amount must exceed the bid of the Stalking Horse Bidder by at least $215,000, such that the minimum initial overbid must be at least $3,615,000 (including a payment of at least $2.465 million upon the Initial Effective Transfer Date).

E. The Auction

1. **Time and Place.** If Qualified Bids are received by the Bid Deadline, the Auction will be conducted starting at **10:00 a.m. (Eastern Time) on January [__], 2011** at the offices of Cahill Gordon & Reindel LLP, 80 Pine Street, New York, New York 10005.

AT THE DEBTORS' DISCRETION, QUALIFIED BIDDERS MAY APPEAR AT THE AUCTION TELEPHONICALLY. THE DIAL-IN INFORMATION SHALL BE DISTRIBUTED TO QUALIFIED BIDDERS PRIOR TO THE AUCTION.

Each Qualified Bidder participating at the Auction will be required to confirm that it has not engaged in any collusion with respect to the bidding or the sale.

Bidding at the Auction may be transcribed by a court reporter.

The Lenders reserve their rights to credit bid under Section 363(k) of the

Bankruptcy Code, and the Lenders are deemed to be a Qualified Bidder.

2. **Competitive Bidding.** At the Auction, participants will be permitted to increase their bids and will be permitted to bid based only upon the terms of the Baseline Bid (except to the extent otherwise authorized by the Debtors after consultation with the Lenders and the Committee). The bidding will start at the purchase price and terms proposed in the Baseline Bid and continue in increments of at least $50,000 in cash or such other increment announced by the Debtors during the Auction. The Debtors will, from time to time, in an open forum, advise Qualified Bidders participating in the Auction of their determination as to the terms of the then highest or otherwise best bid. For purposes of comparing any bids by VEM at the Auction that are higher than the bid set forth in the Stalking Horse Purchase Agreement (a "Higher VEM Bid") against any other bids that are made by a Qualified Bidder (other than VEM) pursuant to these Sale Procedures, each Higher VEM Bid shall include the amount of the Expense Reimbursement Fee, and in the event that a Higher VEM Bid is the Successful Bid at the Auction, the purchase price amount finally payable by VEM in respect of the Successful Bid will be reduced by such amount of the Expense Reimbursement Fee.

3. **Evaluation of Qualified Bids.** For the purpose of determining the Baseline Bid and whether a Qualified Bid submitted at the Auction is higher or otherwise better, the Qualified Bid will be valued based upon factors such as: (a) the purported amount of the Qualified Bid; (b) the fair value to be provided to the Debtors under the Qualified Bid; (c) the ability to consummate any proposed sale transaction in a timely manner; and (d) any other factors that the Debtors may deem relevant after consultation with the Lenders and the Committee. Upon the submission of any bid at the Auction, the Debtors shall announce to all participants whether the bid submitted is higher or otherwise better than the previously submitted bid and the basis for that determination.

4. **Designation of Successful Bidder.** Immediately prior to the conclusion of any Auction, the Debtors, after consultation with their financial and legal advisors, the Lenders, and the Committee (and each of their respective advisors), will: (a) review each bid made at the Auction on the basis of financial and contractual terms and such factors relevant to the sale process, including those factors affecting the speed and certainty of consummating the proposed Sale; (b) in their reasonable discretion after consultation with the Lenders and the Committee, identify the highest or best bid for the Assets at the Auction (the "Successful Bid"); and (c) notify all Qualified Bidders participating in the Auction, prior to its adjournment, of the name or names of the Qualified Bidder(s) making the Successful Bid for the Assets (the "Successful Bidder") and the amount and other material terms of the Successful Bid. In connection with the Initial Effective Transfer Date of the transaction contemplated by the Successful Bid, the Successful Bidder will be entitled to a credit for the amount of its Good Faith Deposit. Absent irregularities occurring in the course of the Auction, no further bids will be accepted after the close of the Auction.

5. **Presentation of Successful Bids to the Bankruptcy Court.** At the Sale Hearing, the Debtors will present the Successful Bid to the Bankruptcy Court or, in the event there is no Auction, the Bid of VEM as reflected in the Stalking Horse Purchase Agreement, for approval.

F. Acceptance of Qualified Bids

The Debtors presently intend to sell the Assets to the Qualified Bidder(s) that submit(s) the highest and/or best bid(s). The Debtors' presentation to the Bankruptcy Court for approval of any Successful Bid does not constitute the Debtors' acceptance of such bid. The Debtors will be deemed to have accepted a bid only when it has been approved by the Bankruptcy Court at the

Sale Hearing.

G. Return of Good Faith Deposit

The Good Faith Deposit of a Qualified Bidder shall be returned within three (3) business days of the Initial Effective Transfer Date of a sale transaction for the Assets. If the Successful Bidder does not close the initial asset transfer under the approved Sale by the Initial Effective Transfer Date, the Debtors will have the right to present any other bid, whether made prior to or at the Auction, to the Bankruptcy Court for approval. If the Successful Bidder fails to close the initial asset transfer by the Initial Effective Transfer Date, and such failure is the result of a breach by the Successful Bidder, such Successful Bidder's Good Faith Deposit shall be forfeited to the Debtors and, except to the extent provided in such bidders' marked agreement, the Debtors specifically reserve the right to seek all available damages from such person.

H. Modifications

The Debtors, in their reasonable discretion after consultation with and approval by the Lenders and the Committee, may: (1) determine, in their business judgment, which bid or bids, if any, constitute the highest or otherwise best offer for the Assets; and (2) reject, at any time before entry of an order of the Bankruptcy Court approving any bid as the Successful Bid, any bid that, in the Debtors' reasonable discretion, is (a) inadequate or insufficient; (b) not in conformity with the requirements of the Bankruptcy Code or the Sale Procedures; or (c) contrary to the best interests of the Debtors, their estates, and creditors. The Debtors may extend or alter any deadline contained herein that will better promote the maximization of value of their estates.

The Debtors, in their reasonable discretion after consultation with the Lenders and the Committee, may adopt rules for the bidding process before or during the Auction that, in their reasonable discretion, will best promote the goals of the bidding process and are not inconsistent with any of the provisions of the Sale Procedures described herein.

The Debtors, in their reasonable discretion after consultation with the Lenders and the Committee, may adjourn without further notice the Auction (and/or the Sale Hearing) if, in their reasonable discretion, an adjournment will better promote the goals of the Auction.

I. The Sale Hearing

The Sale Hearing is scheduled to be conducted on **January [__], 2011 at __:__ _.m. (Eastern Time)** at the United States Bankruptcy Court, 824 Market Street, 5th Fl., Courtroom #4, Wilmington, Delaware. If any Successful Bidder is selected by the Debtors, then the Debtors, in their reasonable discretion after consultation with the Lenders and the Committee, will seek the entry of an order from the Bankruptcy Court at the Sale Hearing approving and authorizing the proposed sale to the Successful Bidder on the terms and conditions of the Successful Bid.

J. Miscellaneous

The Auction and Bid Procedures are solely for the benefit of the Debtors and the Stalking Horse Bidder, and nothing contained in the Sale Procedures Order or the Bid Procedures shall create any rights in any other person or bidder (including, without limitation, rights as third-party beneficiaries or otherwise) other than the rights expressly granted to a Successful Bidder under

the Sale Procedures Order.

EXHIBIT 2 TO SALE PROCEDURES ORDER

Sale Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
CB HOLDING CORP., et al.,[1]	)	
	)	Case No. 10-13683 (MFW)
	)	
	)	Jointly Administered
Debtors.	)	

NOTICE OF HEARING TO APPROVE THE SALE OF THE DEBTORS' ASSETS COMPRISING THE OFFICE BEER BAR & GRILL AND ASSUMPTION AND ASSIGNMENT OF CERTAIN RELATED EXECUTORY CONTRACTS AND UNEXPIRED LEASES RELATING THERETO

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. The above-captioned debtors and debtors-in-possession (collectively, the

[1] The other Debtors, and the last four digits of each of their tax identification numbers, are: 1820 Central Park Avenue Restaurant Corp. (5151); Bugaboo Creek Acquisition, LLC (4629); Bugaboo Creek Holdings, Inc. (0966); Bugaboo Creek of Seekonk, Inc. (1669); CB Holding Corp. (8640); CB VII, Inc. (9120); CB VIII, Inc. (1468); Charlie Brown North (6721); Charlie Brown's Acquisition Corp. (8367); Charlie Brown's at Clifton, Inc. (7309); Charlie Brown's Mark Corp. (3569); Charlie Brown's Montclair, Inc. (4223); Charlie Brown's 1981, Inc. (7781); Charlie Brown's of Allentown, L.L.C. (8420); Charlie Brown's of Alpha, Inc. (9083); Charlie Brown's of Berwyn, LLC (3347); Charlie Brown's of Blackwood, L.L.C. (5698); Charlie Brown's of Bloomsburg, LLC (3326); Charlie Brown's of Brielle, Inc. (8115); Charlie Brown's of Carlstadt, Inc. (6936); Charlie Brown's of Chatham, Inc. (2452); Charlie Brown's of Commack LLC (4851); Charlie Brown's of Denville, Inc. (1422); Charlie Brown's of East Windsor, LLC (2747); Charlie Brown's of Edison, Inc. (8519); Charlie Brown's of Egg Harbor Twp, LLC (none); Charlie Brown's of Franklin, LLC (5232); Charlie Brown's of Garden City, LLC (7440); Charlie Brown's of Hackettstown, L.L.C. (7493); Charlie Brown's of Harrisburg, LLC (1085); Charlie Brown's of Hillsborough, Inc. (0344); Charlie Brown's of Holtsville, LLC (0138); Charlie Brown's of Jackson, LLC (3478); Charlie Brown's of Lacey, L.L.C. (6282); Charlie Brown's of Lakewood, Inc. (0156); Charlie Brown's of Langhorne, LLC (3392); Charlie Brown's of Lynbrook LLC (2772); Charlie Brown's of Maple Shade, Inc. (0404); Charlie Brown's of Matawan, Inc. (8337); Charlie Brown's of Middletown LLC (7565); Charlie Brown's of Oradell, Inc. (0348); Charlie Brown's of Pennsylvania, Inc. (6918); Charlie Brown's of Piscataway, LLC (8285); Charlie Brown's of Reading, LLC (1214); Charlie Brown's of Scranton, LLC (9817); Charlie Brown's of Selinsgrove, LLC (6492); Charlie Brown's of Springfield, LLC (9892); Charlie Brown's of Staten Island, LLC (1936); Charlie Brown's of Tinton Falls, Inc. (6981); Charlie Brown's of Toms River, LLC (5492); Charlie Brown's of Union Township, Inc. (8910); Charlie Brown's of Trexlertown, LLC (6582); Charlie Brown's of Wayne, Inc. (4757); Charlie Brown's of West Windsor, Inc. (0159); Charlie Brown's of Williamsport LLC (8218); Charlie Brown's of Woodbury, Inc. (0601); Charlie Brown's of York, LLC (0980); Charlie Brown's of Yorktown, LLC (7855); Charlie Brown's Restaurant Corp. (7782); Charlie Brown's Steakhouse Fishkill, Inc. (9139); Charlie Brown's Steakhouse Woodbridge, Inc. (1906); Charlie Brown's, Inc. (4776); Jonathan Seagull Property Corp. (7248); Jonathan Seagull, Inc. (9160); The Office at Bridgewater, Inc. (3132); The Office at Cranford, Inc. (3131); The Office at Keyport, Inc. (1507); The Office at Montclair, Inc. (3128); The Office at Morristown, Inc. (3127); The Office at Ridgewood, Inc. (2949); The Office at Summit, Inc. (3126); and What's Your Beef V, Inc. (4719). The Debtors' address is 1450 Route 22 West, Mountainside, New Jersey 07092.

"Debtors") have entered into a Purchase Agreement (the "Agreement") to sell the assets (the "Assets") comprising The Office Beer Bar & Grill business (the "Business") to Villa Enterprises Ltd., LLC ("VEM"), subject to higher and better offers and Bankruptcy Court approval, and to assume and assign the Assumed Agreements to VEM or to such other party making a higher and better offer for the Assets, and they have, by motion dated December 23, 2010 (Docket No.[___]) (the "Motion"),[2] sought, among other things, approval of the process and procedures through which they will seek proposals for the purchase of the Assets.

2. In the Motion, the Debtors requested that the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") enter an order (the "Sale Procedures Order") approving the Motion and the Sale Procedures for the purchase of the Assets and authorizing the Debtors to enter into the Agreement, subject to the terms and conditions thereof. The Court entered the Sale Procedures Order on December [___], 2010. A copy of the Agreement, the Motion, the Sale Procedures Order, the Sale Procedures, and the Cure Amount Schedule may be obtained by visiting www.cbhinfo.com or by reasonable request to [proposed] counsel for the Debtors: (a) Cahill Gordon & Reindel LLP, Eighty Pine Street, New York, New York 1005 (Attn: Joel H. Levitin, Richard A. Stieglitz Jr., and Maya Peleg), fax number: 212 369-5420, and (b) Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 (Attn: Mark D. Collins and Christopher M. Samis), fax number: 302 651-7701. All counterparties to the Assume Contracts will also receive a notice of proposed cure amounts and a copy of the Cure Amount Schedule.

3. The Motion also requested that the Assets be sold free and clear of all liens, claims, encumbrances, and interests thereon, with such interests in the Assets to be transferred, and attach, to the sale proceeds. Also, the proposed Sale Procedures contain certain bidding protections that will be provided to the Stalking Horse Bidder, including the payment of

[2] All capitalized terms not otherwise defined herein have the meaning given to them in the Motion, the Sale Procedures Order, or the Sale Procedures, as applicable.

an Expense Reimbursement Fee of $165,000, under certain terms and conditions.

4. The Sale Procedures Order provides for the following key dates in connection with the sale of the Assets:[3]

Event	Date
Bid Deadline	January [ ], 2011 at 4:00 p.m. (ET)
Auction (if Qualified Bids are Received)	January [ ], 2011 at 10:00 a.m. (ET)
Sale Objection Deadline	January [ ], 2011 at 4:00 p.m. (ET)
Objection to the Proposed Cure Amount or Assumption and Assignment of an Assumed Agreement	January [___], 2011 at 4:00 p.m. (ET)
Sale Hearing	January [ ], 2011 at : a.m. (ET)

THESE DATES ARE SUBJECT TO CHANGE BY THE BANKRUPTCY COURT. ALL PARTIES ARE ENCOURAGED TO FREQUENTLY CHECK THE BANKRUPTCY COURT DOCKET OR WWW.CBHINFO.COM FOR CHANGES TO THESE DATES.

5. Objections to the proposed sale of the Assets must (a) be in writing, (b) state the basis of such objection with specificity, and (c) be served upon: (i) [proposed] counsel to the Debtors, Cahill Gordon & Reindel LLP, Eighty Pine Street, New York, New York 1005 (Attn: Joel H. Levitin, Richard A. Stieglitz Jr., and Maya Peleg), fax number: 212 369-5420, and Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 (Attn: Mark D. Collins and Christopher M. Samis), fax number: 302 651-7701; (ii) counsel to Ally Commercial Finance LLC, Vedder Price P.C., 222 N. LaSalle Street, Suite 2600, Chicago, Illinois 60601 (Attn: Douglas J. Lipke), fax number: 312 609-5005; (iii) counsel to Wells Fargo Capital Finance, Inc., Bingham McCutchen LLP, 399 Park Avenue, New York, New York, 10022-4689 (Attn: Katherine G. Weinstein), fax number: 212 752-5378; (iv) counsel to Ableco Finance LLC, Schulte Roth & Zabel LLP, 919 Third Avenue, New York, New York 10022 (Attn: Eliot L. Relles), fax number: 212 593-5955; (v) [proposed] counsel to the Committee, Pachulski Stang Ziehl & Jones LLP, (a) 10100 Santa Monica Boulevard, 11th Floor, Los Angeles, California 90067 (Attn: Jeffrey N. Pomerantz), fax number: 310 201-0760, and

[3] A copy of the Motion, the Sale Procedures Order, and the Sale Procedures may be obtained by visiting www.cbhinfo.com.

(b) 919 North Market Street, 17th Floor, Wilmington, Delaware 19899-8705 (courier 19801) (Attn.: Bradford J. Sandler), fax number: 302 625-4400; (vi) the Office of the United States Trustee, J. Caleb Boggs Federal Building, 844 King Street, Suite 2313 Lockbox 35, Wilmington, Delaware 19801 (Attn: Juliet Sarkesian), fax number: 302 573-6497; and (vii) VEM and counsel to VEM, Laurent Xatart and Beth R. Stearns, c/o Cozzoli Broward, LLC, 25 Washington Street, Morristown, New Jersey 07960, Norris McLaughlin & Marcus, P.A., 721 Route 202-206, Suite 200, P.O. Box 5933, Bridgewater, New Jersey 08807-5933 (Attn: Morris S. Bauer), fax number: 908 722-0755, and Bifferato Gentilotti, 800 North King Street, Plaza Level, Wilmington, Delaware 19801 (Attn: Garvin F. McDaniel), fax number: 302 429-8600; so as to be **actually received** by January [__],2011 at 4:00 p.m.

6. Objections to the assumption and assignment of the Assumed Agreements or the Proposed Cure Amounts in connection with the proposed Sale of the Assets must (a) be in writing, (b) state the basis of such objection with specificity, (c) be served upon: (i) [proposed] counsel to the Debtors, Cahill Gordon & Reindel LLP, Eighty Pine Street, New York, New York 1005 (Attn: Joel H. Levitin, Richard A. Stieglitz Jr., and Maya Peleg), fax number: 212 369-5420, and Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 (Attn: Mark D. Collins and Christopher M. Samis), fax number: 302 651-7701; (ii) counsel to Ally Commercial Finance LLC, Vedder Price P.C., 222 N. LaSalle Street, Suite 2600, Chicago, Illinois 60601 (Attn: Douglas J. Lipke), fax number: 312 609-5005; (iii) counsel to Wells Fargo Capital Finance, Inc., Bingham McCutchen LLP, 399 Park Avenue, New York, New York, 10022-4689 (Attn: Katherine G. Weinstein), fax number: 212 752-5378; (iv) counsel to Ableco Finance LLC, Schulte Roth & Zabel LLP, 919 Third Avenue, New York, New York 10022 (Attn: Eliot L. Relles), fax number: 212 593-5955; (v) [proposed] counsel to the Committee, Pachulski Stang Ziehl & Jones LLP, (a) 10100 Santa Monica Boulevard, 11th Floor, Los Angeles, California 90067 (Attn: Jeffrey N. Pomerantz), fax number: 310 201-0760, and (b) 919 North Market Street, 17th Floor, Wilmington, Delaware 19899-8705 (courier 19801) (Attn.: Bradford J. Sandler), fax number: 302 625-4400; (vi) the

Office of the United States Trustee, J. Caleb Boggs Federal Building, 844 King Street, Suite 2313 Lockbox 35, Wilmington, Delaware 19801 (Attn: Juliet Sarkesian), fax number: 302 573-6497; and (vii) VEM and counsel to VEM, Laurent Xatart and Beth R. Stearns, c/o Cozzoli Broward, LLC, 25 Washington Street, Morristown, New Jersey 07960, Norris McLaughlin & Marcus, P.A., 721 Route 202-206, Suite 200, P.O. Box 5933, Bridgewater, New Jersey 08807-5933 (Attn: Morris S. Bauer), fax number: 908 722-0755, and Bifferato Gentilotti, 800 North King Street, Plaza Level, Wilmington, Delaware 19801 (Attn: Garvin F. McDaniel), fax number: 302 429-8600; so as to be **actually received** by January [__],2011 at 4:00 p.m., (d) specify the objecting party's asserted cure amounts, if any, and (e) be accompanied by appropriate supporting documentation demonstrating the calculation of the cure amount, as claimed. **Unless such an objection to the proposed assumption and assignment of an Assumed Agreement and/or to the Cure Amount Schedule is timely and properly filed, all non-debtor parties to the Assumed Agreements shall be deemed to have consented, as applicable, to the applicable provisions of the Cure Amount Schedule and/or be forever barred from objecting thereto in the future or to the proposed assumption and assignment thereof to the Stalking Horse Bidder or the Successful Bidder (as applicable).**

7. The Sale Hearing will be conducted at the United States Bankruptcy Court, 824 Market Street, 5th Fl., Courtroom #4, Wilmington, Delaware.

8. Any party wishing to make a competing bid for the Assets must do so in compliance with the Sale Procedures no later than **January [__], 2011, at 4:00 p.m.**

9. All counterparties to the Assumed Agreements will be provided with the identity of the Successful Bidder (to the extent it is not the Stalking Horse Bidder) prior to the Sale Hearing via either (a) e-mail or fax or (b) overnight delivery service, in the event the Debtors' do not have e-mail or fax information for such Counterparties to the Assumed Agreements. Any counterparties to the Assumed Agreements that want notice of the identity of the Successful Bidder to be sent to them by e-mail or fax must provide the Debtors' with necessary contact information at least one (1) business day prior to the Auction by contacting

counsel listed below.

Dated: _____ __, 201_
Wilmington, Delaware

Respectfully submitted,

_____

Mark D. Collins (No. 2981)
Christopher M. Samis (No. 4909)
Tyler D. Semmelman (No. 5386)
RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
Telephone: (302) 651-7700
Facsimile: (302) 651-7701

-and-

Joel H. Levitin
Stephen J. Gordon
Richard A. Stieglitz Jr.
Maya Peleg
CAHILL GORDON & REINDEL LLP
Eighty Pine Street
New York, New York 10005
Telephone: (212) 701-3000
Facsimile: (212) 269-5420

[Proposed] Attorneys for the Debtors and
Debtors-in-Possession

EXHIBIT G

INTELLECTUAL PROPERTY LICENSE AGREEMENT

This INTELLECTUAL PROPERTY LICENSE AGREEMENT (the "Agreement") is entered into as of the [●] day of [●] 2011 (the "Effective Date"), by and between Villa Holding, LLC, a Delaware limited liability company ("Licensor"), and Charlie Brown's Inc., a New Jersey corporation ("Charlie Brown's"), The Office at Bridgewater, Inc., a New Jersey corporation ("Bridgewater"), The Office at Cranford, Inc., a New Jersey corporation ("Cranford"), The Office at Montclair, Inc., a New Jersey corporation ("Montclair"), The Office at Morristown, Inc., a New Jersey corporation ("Morristown"), The Office at Ridgewood, Inc., a New Jersey corporation ("Ridgewood") and The Office at Summit, Inc., a New Jersey corporation ("Summit") each a "Licensee" and collectively the "Licensees" (and each of Licensor and Licensees, a "Party").

WHEREAS, Licensor exclusively owns the Intellectual Property Rights identified on Exhibit A (collectively, "Licensed Intellectual Property");

WHEREAS, Licensor and Licensees have entered into that certain Asset Purchase Agreement ("Purchase Agreement"), dated as of January 4, 2011, pursuant to which, among other things, Licensor has agreed to license the Licensed Intellectual Property to Licensees for use with respect to untransferred Restaurants immediately following the Initial Closing Date of the transaction contemplated by the Purchase Agreement until the transfer of each such Restaurant to Licensor or Licensor's Affiliate;

WHEREAS, pursuant to the terms of the Purchase Agreement, it is anticipated that each "Transferable Restaurant", as defined in the Purchase Agreement, will be transferred to Licensor, either at the Initial Closing or at subsequent Closings; and

WHEREAS, in order to effect the purposes of the Purchase Agreement, Licensor wishes to grant to Licensees, and Licensees wish to obtain a license to, the Licensed Intellectual Property on the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the premises and mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Unless otherwise defined herein, all capitalized terms used herein shall have the same meanings as set forth in the Purchase Agreement. The following capitalized terms used in this Agreement shall have the meanings set forth below.

(a) "Effective Date" has the meaning set forth in the preamble.

(b) "Field of Use" means (i) within the License Territory all current activities and services related to operation, marketing, promotion and advertising of the Business, in all current forms and media and (ii) all current activities and services related to operation, marketing, promotion and advertising of the Business performed via the Internet, electronic and social media.

(c) "License Territory" means the states of Connecticut, New York, New Jersey and Pennsylvania.

(d) "Licensed Intellectual Property" has the meaning set forth in the preamble.

(e) "Restaurants" includes the restaurants listed in Exhibit B which have been operated by Licensees.

(f) "Term" has the meaning ascribed to it in Section 8(a).

2. License.

(a) Grant of Rights.

(i) Restaurants. Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensees, effective as of the Effective Date, a non-exclusive, royalty-free, non-transferable, non-assignable, non-sublicensable, and limited license to use and display the Licensed Intellectual Property within the Field of Use as to each untransferred Restaurant for the Term set forth herein; provided that the licenses granted pursuant to this Agreement shall remain in effect (subject to Section 8(c) herein) in the event that the Licensees convey any as of then untransferred Restaurants to (x) a liquidation trust or similar entity or (y) a Chapter 7 trustee that is established or authorized pursuant to a Chapter 11 plan or otherwise under the Bankruptcy Code. To effectuate this grant, immediately following the Initial Closing Date, Licensor will execute a separate Restaurant Intellectual Property License Agreement for each untransferred Restaurant in the form attached hereto as Exhibit C.

(b) Products/Services. Except as expressly set forth in this Agreement, the Licensed Intellectual Property shall not be used by Licensees to identify products or services other than within the Field of Use.

(c) Reservation of Rights. This Agreement provides Licensees with no right to use any intellectual property of Licensor or its Affiliates, except for the Licensed Intellectual Property as expressly permitted by and subject to this Agreement. All rights in the Licensed Intellectual Property other than the rights expressly granted to Licensees by this Agreement are hereby reserved to Licensor.

3. Ownership. Licensees acknowledge the ownership of the Licensed Intellectual Property by Licensor and agree that they will do nothing inconsistent with such ownership. Licensees further agree that nothing in this Agreement shall give Licensees any right, title or interest in the Licensed Intellectual Property other than the right to use the Licensed Intellectual Property in accordance with this Agreement, and Licensees agree that they will not attack the title of Licensor to the Licensed Intellectual Property or attack the validity of this Agreement.

4. Quality Standards. Licensees agree that the nature and quality of all services rendered by Licensees in connection with the Licensed Intellectual Property shall conform to standards set by the Licensor and shall be under the control of Licensor. Licensee warrants and

represents that it will not do or fail to do anything that damages the integrity or value of the Licensed Intellectual Property.

5. **Quality Maintenance**. Licensees agree to cooperate with Licensor in facilitating Licensor's control of such nature and quality, to permit reasonable inspection of Licensees' operations, and to supply Licensor with samples of the use of the Licensed Intellectual Property upon request. Licensees shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution, offering and advertising of products and services covered by this Agreement.

6. **Form of Use**. Licensees agree to use the Licensed Intellectual Property only in the form and manner and with appropriate legends as prescribed from time to time by Licensor. Licensor grants Licensees the right to use the other trademarks or services marks of Licensees and its Affiliates in combination with Licensed Intellectual Property in the same manner as used currently without prior approval of Licensor and consistent with the terms of this Agreement.

7. **Infringement Proceedings**. Licensees agree to notify Licensor of any unauthorized use of the Licensed Intellectual Property by others promptly as it comes to Licensees' attention. Licensor shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the Licensed Intellectual Property, and Licensees agree to cooperate fully in any such action and proceeding.

8. **Term and Termination**. This Agreement shall commence on the Effective Date and shall continue in full force and effect unless and until terminated as provided herein (the "Term"). This Agreement shall terminate upon the earlier to occur of the following:

(a) When Licensees cease to operate any Restaurant, the applicable Restaurant Intellectual Property License Agreement for such Restaurant (but with respect to no other Restaurant) shall likewise terminate. If Licensees are not operating at least one Restaurant, this Agreement shall terminate in whole.

(b) This Agreement shall terminate immediately as to Licensees in the event that Licensee breaches this Agreement and such breach is not cured within twenty (20) business days after receipt by Licensees of such notice.

(c) If the Purchase Agreement is terminated by Licensor, each Restaurant Intellectual Property License Agreement then outstanding will terminate 16 months following the Final Closing Date.

(d) Licensee shall fail to use any Licensed Intellectual Property for a continuous period of 30 days.

9. Upon the termination of this Agreement (or of any Restaurant Intellectual Property License), any and all applicable rights to the Licensed Intellectual Property granted under such Intellectual Property License Agreement shall immediately cease and without further act or instrument revert to Licensor.

10. **Assignment**. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Licensor and of Licensees. Licensor may assign any right herein granted to it. Licensees may not assign their rights or obligations under this Agreement without the Licensor's consent. Notwithstanding the foregoing, Licensees may transfer or assign their rights or obligations under this Agreement pursuant to Section 2(a)(i) above.

11. **Miscellaneous**.

(a) Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

(b) Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given (i) upon receipt if personally delivered (with written confirmation of receipt), (ii) upon receipt if mailed by certified or registered mail, return receipt requested (with written confirmation of receipt), (iii) upon receipt if sent by a nationally recognized guaranteed and receipted courier service (with written confirmation of receipt) or (iv) upon receipt if sent by facsimile (with written confirmation of transmission). Notices or other communications shall be directed to the following addresses:

If to Licensor:

Villa Enterprises Management and counsel to Villa Enterprises Management, Laurent Xatart and Beth R. Stearns, Esq.,
c/o Cozzoli Broward, LLC
25 Washington St.
Morristown, NJ 07960
Telephone: 973-285-4800
Facsimile: 973-695-0940

If to Licensees:

Charlie Brown's, Inc.
The Office At Bridgewater, Inc.,
The Office At Cranford, Inc.,
The Office At Montclair, Inc.,
The Office At Morristown, Inc.,
The Office At Ridgewood, Inc.,
The Office At Summit, Inc.
c/o Charlie Brown's Inc.
1450 Route 22 West
Mountainside, NJ 07092
Attention: Samuel Borgese and Gary Lembo
Telephone: 908-518-5882
Facsimile: 908-518-5358

(c) Governing Law; Jurisdiction. This Agreement shall be governed in accordance with the Bankruptcy Code and the substantive laws of the State of New Jersey and any dispute arising under this Agreement shall be resolved in accordance with the laws of the State New Jersey. The Parties hereby (a) irrevocably and unconditionally submit, for themselves and their property, to the jurisdiction of the Bankruptcy Court in any action or proceeding related to the enforcement or interpretation of this Agreement and (b) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any action for such purpose, any claim that it is not subject personally to the jurisdiction of the Bankruptcy Court, that its property is exempt or immune from attachment or execution, that any such action, claim or other proceeding is brought in an inconvenient forum, that the venue of the action claim or proceeding is improper, or that this Agreement or the transactions contemplated by this Agreement may not be enforced in or by Bankruptcy Court.

(d) Captions. The captions in this Agreement are for purposes of reference only and shall not limit or otherwise affect the interpretation hereof.

(e) Representation by Counsel; Interpretation. Licensor and Licensees each acknowledge that they have been represented by counsel in connection with this Agreement and the transactions contemplated hereby. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the Party that drafted it has no application and any such right is expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intent of Sellers and Purchaser.

(f) Parties of Interest. This Agreement shall be binding upon and inure solely to the benefit of the Parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights, benefits, remedies, obligations or liabilities of any nature whatsoever under or by reason of this Agreement other than the Parties hereto and their respective successors and permitted assigns.

(g) Severability. In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision or provisions shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without invalidating the remainder of such provision or provisions or the remaining provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein, unless such a construction would be unreasonable.

(h) Counterparts. This Agreement may be executed in two or more counterparts, each of which when executed shall be deemed to be an original but all of which when taken together shall constitute one and the same agreement.

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

CHARLIE BROWN'S, INC.

By: _____
Name:
Title:

THE OFFICE AT BRIDGEWATER, INC.

By: _____
Name:
Title:

THE OFFICE AT CRANFORD, INC.

By: _____
Name:
Title:

THE OFFICE AT MONTCLAIR, INC.

By: _____
Name:
Title:

THE OFFICE AT MORRISTOWN, INC.

By: _____
Name:
Title:

THE OFFICE AT RIDGEWOOD, INC.

By: _____
Name:
Title:

THE OFFICE AT SUMMIT, INC.

By: _____
Name:
Title:

VILLA HOLDING, LLC

By: _____
Name:
Title:

Exhibit A

Licensed Intellectual Property

Trademarks and Service Marks:

Registered Marks	Registration No. or Application No.	Jurisdiction	Status
THE AMALGAMATED & CONSOLI-DATED RESTAURANT COMPANY, LTD. THE OFFICE (and design)	1,298,183	United States	Registered
THE OFFICE BEER BAR & GRILL(and design)	2,050,785	United States	Registered
JOLLY TROLLEY	2,986,839	United States	Registered

Common Law

Common law rights in all trademarks and service marks used exclusively in connection with the Business, including but not limited to, "THE OFFICE", "THE OFFICE BEER BAR & GRILL", logos which includes the words "So Many Beers So Little Time" and "JOLLY TROLLEY BAR & GRILL"

Copyrights:

Common law rights in written and online works, including menus, brochures, advertisements, logos and other materials, used in connection with the Business

Exhibit B

THE OFFICE AT BRIDGEWATER
THE OFFICE AT CRANFORD
THE OFFICE AT MONTCLAIR
THE OFFICE AT MORRISTOWN
THE OFFICE AT RIDGEWOOD
THE OFFICE AT SUMMIT
THE OFFICE AT WESTFIELD

Exhibit C

[Restaurant Intellectual Property License Agreements]

RESTAURANT INTELLECTUAL PROPERTY
LICENSE AGREEMENT

This RESTAURANT INTELLECTUAL PROPERTY LICENSE AGREEMENT (the "Agreement") is entered into as of the [●] day of [●] 2011 (the "Effective Date"), by and between Villa Holding, LLC, a Delaware limited liability company ("Licensor"), and Charlie Brown's Inc., a New Jersey corporation ("Charlie Brown's"), [The Office at Bridgewater, Inc., a New Jersey corporation ("Bridgewater"), The Office at Cranford, Inc., a New Jersey corporation ("Cranford"), The Office at Montclair, Inc., a New Jersey corporation ("Montclair"), The Office at Morristown, Inc., a New Jersey corporation ("Morristown"), The Office at Ridgewood, Inc., a New Jersey corporation ("Ridgewood"), The Office at Summit, Inc., a New Jersey corporation ("Summit")] and, together with Charlie Brown's, [Bridgewater, Cranford, Montclair, Morristown and Ridgewood,] each a "Licensee" and collectively the "Licensees" (and each of Licensor and Licensees, a "Party").

WHEREAS, Licensor exclusively owns the Intellectual Property Rights identified on Exhibit A (collectively, "Licensed Intellectual Property");

WHEREAS, Licensor and Licensees and Affiliates have entered into that certain Asset Purchase Agreement ("Purchase Agreement"), dated as of January 4, 2011 and that certain Intellectual Property License Agreement dated as of [●] pursuant to which, among other things, Licensor has agreed to license the Licensed Intellectual Property to Licensees and Affiliates for use with respect to untransferred Restaurants immediately following the Initial Closing Date of the transaction contemplated by the Purchase Agreement until the transfer of each such Restaurant to Licensor or Licensor's Affiliate;

WHEREAS, pursuant to the terms of the Purchase Agreement, it is anticipated that each "Transferable Restaurant", as defined in the Purchase Agreement, will be transferred to Licensor, either at the Initial Closing or at subsequent Closings; and

WHEREAS, in order to effect the purposes of the Purchase Agreement, Licensor wishes to grant to Licensees, and Licensees wish to obtain a license to, the Licensed Intellectual Property on the terms and subject to the conditions set forth in this Restaurant Intellectual Property License Agreement.

NOW THEREFORE, in consideration of the premises and mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Unless otherwise defined herein, all capitalized terms used herein shall have the same meanings as set forth in the Purchase Agreement. The following capitalized terms used in this Agreement shall have the meanings set forth below.

(a) "Effective Date" has the meaning set forth in the preamble.

(b) "Field of Use" means (i) within the License Territory all current activities and services related to operation, marketing, promotion and advertising of the Business,

in all current forms and media and (ii) all current activities and services related to operation, marketing, promotion and advertising of the Business performed via the Internet, electronic and social media.

(c) "License Territory" means the states of Connecticut, New York, New Jersey and Pennsylvania.

(d) "Licensed Intellectual Property" has the meaning set forth in the preamble.

(e) "Restaurant" means THE OFFICE AT _____ restaurant which has been operated by Licensees.

(f) "Term" has the meaning ascribed to it in Section 8(a).

2. License.

(a) Grant of Rights.

(i) Restaurant. Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensees, effective as of the Effective Date, a non-exclusive, royalty-free, non-transferable, non-assignable, non-sublicensable, and limited license to use and display the Licensed Intellectual Property within the Field of Use at THE OFFICE AT _____ ; provided that the licenses granted pursuant to this Agreement shall remain in effect (subject to Section 8(c) herein) in the event that the Licensees convey any as of then untransferred Restaurants to (x) a liquidation trust or similar entity or (y) a Chapter 7 trustee that is established or authorized pursuant to a Chapter 11 plan or otherwise under the Bankruptcy Code.

(b) Products/Services. Except as expressly set forth in this Agreement, the Licensed Intellectual Property shall not be used by Licensees to identify products or services other than within the Field of Use.

(c) Reservation of Rights. This Agreement provides Licensees with no right to use any intellectual property of Licensor or its Affiliates, except for the Licensed Intellectual Property as expressly permitted by and subject to this Agreement. All rights in the Licensed Intellectual Property other than the rights expressly granted to Licensees by this Agreement are hereby reserved to Licensor.

3. Ownership. Licensees acknowledge the ownership of the Licensed Intellectual Property by Licensor and agree that they will do nothing inconsistent with such ownership. Licensees further agree that nothing in this Agreement shall give Licensees any right, title or interest in the Licensed Intellectual Property other than the right to use the Licensed Intellectual Property in accordance with this Agreement and Licensees agree that they will not attack the title of Licensor to the Licensed Intellectual Property or attack the validity of this Agreement.

4. Quality Standards. Licensees agree that the nature and quality of all services rendered by Licensees in connection with the Licensed Intellectual Property shall conform to standards set by the Licensor and shall be under the control of Licensor. Licensee warrants and

represents that it will not do or fail to do anything that damages the integrity or value of the Licensed Intellectual Property.

5. **Quality Maintenance**. Licensees agree to cooperate with Licensor in facilitating Licensor's control of such nature and quality, to permit reasonable inspection of Licensees' operations, and to supply Licensor with samples of the use of the Licensed Intellectual Property upon request. Licensees shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution, offering and advertising of products and services covered by this Agreement.

6. **Form of Use**. Licensees agree to use the Licensed Intellectual Property only in the form and manner and with appropriate legends as prescribed from time to time by Licensor. Licensor grants Licensees the right to use the other trademarks or services marks of Licensees and its Affiliates in combination with Licensed Intellectual Property in the same manner as used currently without prior approval of Licensor and consistent with the terms of this Agreement.

7. **Infringement Proceedings**. Licensees agree to notify Licensor of any unauthorized use of the Licensed Intellectual Property by others promptly as it comes to Licensees' attention. Licensor shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the Licensed Intellectual Property, and Licensees agree to cooperate fully in any such action and proceeding.

8. **Term and Termination**. This Agreement shall commence on the Effective Date and shall continue in full force and effect unless and until terminated as provided herein (the "Term"). This Agreement shall terminate upon the earlier to occur of the following:

(a) When Licensees cease to operate THE OFFICE AT _____ Restaurant, this Agreement for THE OFFICE AT _____ Restaurant (but with respect to no other Restaurant) shall terminate.

(b) This Agreement shall terminate immediately as to Licensees in the event that Licensee breaches this Agreement and such breach is not cured within twenty (20) business days after receipt by Licensees of such notice.

(c) If the Purchase Agreement is terminated by Licensor, this Restaurant Intellectual Property License Agreement if in existence will terminate 16 months following the Final Closing Date.

(d) Licensee shall fail to use any Licensed Intellectual Property for a continuous period of 30 days.

9. Upon the termination of this Agreement, any and all applicable rights to the Licensed Intellectual Property granted under this Agreement shall immediately cease and without further act or instrument revert to Licensor.

10. **Assignment**. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Licensor and of Licensees. Licensor may assign any right herein

granted to it. Licensees may not assign their rights or obligations under this Agreement without the Licensor's consent. Notwithstanding the foregoing, Licensees may transfer or assign their rights or obligations under this Agreement pursuant to Section 2(a)(i) above.

11. Miscellaneous.

(a) Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

(b) Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given (i) upon receipt if personally delivered (with written confirmation of receipt), (ii) upon receipt if mailed by certified or registered mail, return receipt requested (with written confirmation of receipt), (iii) upon receipt if sent by a nationally recognized guaranteed and receipted courier service (with written confirmation of receipt) or (iv) upon receipt if sent by facsimile (with written confirmation of transmission). Notices or other communications shall be directed to the following addresses:

If to Licensor:

Villa Enterprises Management and counsel to Villa Enterprises Management, Laurent Xatart and Beth R. Stearns, Esq.,
c/o Cozzoli Broward, LLC
25 Washington St.
Morristown, NJ 07960
Telephone: 973-285-4800
Facsimile: 973-695-0940

If to Licensees:

[Charlie Brown's, Inc.
The Office At Bridgewater, Inc.,
The Office At Cranford, Inc.,
The Office At Montclair, Inc.,
The Office At Morristown, Inc.,
The Office At Ridgewood, Inc.,
The Office At Summit, Inc.]
c/o Charlie Brown's Inc.
1450 Route 22 West
Mountainside, NJ 07092
Attention: Samuel Borgese and Gary Lembo
Telephone: 908-518-5882
Facsimile: 908-518-5358

(c) Governing Law; Jurisdiction. This Agreement shall be governed in accordance with the Bankruptcy Code and the substantive laws of the State of New Jersey and any dispute arising under this Agreement shall be resolved in accordance with the laws of the State New Jersey. The Parties hereby (a) irrevocably and unconditionally submit, for themselves and their property, to the jurisdiction of the Bankruptcy Court in any action or proceeding related to the enforcement or interpretation of this Agreement and (b) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any action for such purpose, any claim that it is not subject personally to the jurisdiction of the Bankruptcy Court, that its property is exempt or immune from attachment or execution, that any such action, claim or other proceeding is brought in an inconvenient forum, that the venue of the action claim or proceeding is improper, or that this Agreement or the transactions contemplated by this Agreement may not be enforced in or by Bankruptcy Court.

(d) Captions. The captions in this Agreement are for purposes of reference only and shall not limit or otherwise affect the interpretation hereof.

(e) Representation by Counsel; Interpretation. Licensor and Licensees each acknowledge that they have been represented by counsel in connection with this Agreement and the transactions contemplated hereby. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the Party that drafted it has no application and any such right is expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intent of Sellers and Purchaser.

(f) Parties of Interest. This Agreement shall be binding upon and inure solely to the benefit of the Parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights, benefits, remedies, obligations or liabilities of any nature whatsoever under or by reason of this Agreement other than the Parties hereto and their respective successors and permitted assigns.

(g) Severability. In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision or provisions shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without invalidating the remainder of such provision or provisions or the remaining provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein, unless such a construction would be unreasonable.

(h) Counterparts. This Agreement may be executed in two or more counterparts, each of which when executed shall be deemed to be an original but all of which when taken together shall constitute one and the same agreement.

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

CHARLIE BROWN'S, INC.

By: _____
Name:
Title:

[THE OFFICE AT BRIDGEWATER, INC.

By: _____
Name:
Title:

THE OFFICE AT CRANFORD, INC.

By: _____
Name:
Title:

THE OFFICE AT MONTCLAIR, INC.

By: _____
Name:
Title:

THE OFFICE AT MORRISTOWN, INC.

By: _____
Name:
Title:

THE OFFICE AT RIDGEWOOD, INC.

By: _____
Name:
Title:

THE OFFICE AT SUMMIT, INC.

By: _____
Name:
Title:]

VILLA HOLDING, LLC

By: _____
Name:
Title:

Exhibit A

Licensed Intellectual Property

Trademarks and Service Marks:

Registered Marks	Registration No. or Application No.	Jurisdiction	Status
THE AMALGAMATED & CONSOLI-DATED RESTAURANT COMPANY, LTD. THE OFFICE (and design)	1,298,183	United States	Registered
THE OFFICE BEER BAR & GRILL(and design)	2,050,785	United States	Registered
JOLLY TROLLEY	2,986,839	United States	Registered

Common Law

Common law rights in all trademarks and service marks used exclusively in connection with the Business, including but not limited to, "THE OFFICE", "THE OFFICE BEER BAR & GRILL", logos which includes the words "So Many Beers So Little Time" and "JOLLY TROLLEY BAR & GRILL"

Copyrights:

Common law rights in written and online works, including menus, brochures, advertisements, logos and other materials, used in connection with the Business

DISCLOSURE SCHEDULE

TO THE

ASSET PURCHASE AGREEMENT

BY AND AMONG

CHARLIE BROWN'S INC.
THE OFFICE AT BRIDGEWATER, INC.,
THE OFFICE AT CRANFORD, INC.,
THE OFFICE AT MONTCLAIR, INC.,
THE OFFICE AT MORRISTOWN, INC.,
THE OFFICE AT RIDGEWOOD, INC.,
THE OFFICE AT SUMMIT, INC.,

Charlie Browns Mark Corp. solely as to any Assigned Intellectual Property

AND

Villa Enterprises Ltd., LLC, a Delaware Limited Liability Company

DATED AS OF JANUARY 4, 2011

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INTRODUCTION

This disclosure schedule (the "Disclosure Schedule") dated January 4, 2011, is delivered by Charlie Brown's Inc, a New Jersey corporation ("Charlie Brown's"), The Office at Bridgewater, Inc., a New Jersey corporation ("Bridgewater"), The Office at Cranford, Inc., a New Jersey corporation ("Cranford"), The Office at Montclair, Inc., a New Jersey corporation ("Montclair"), The Office at Morristown, Inc., a New Jersey corporation ("Morristown"), The Office at Ridgewood, Inc., a New Jersey corporation ("Ridgewood"), The Office at Summit, Inc., a New Jersey corporation ("Summit" and, together with Charlie Brown's, Bridgewater, Cranford, Montclair, Morristown and Ridgewood, each a "Seller" and collectively the "Sellers") and Charlie Browns Mark Corp., a Delaware corporation pursuant to the Purchase Agreement by and among Sellers, Charlie Browns Mark Corp. and Villa Enterprises Ltd., LLC, a Delaware Limited Liability Company ("Purchaser") dated as of January 4, 2011 (the "Agreement").

Any matter, information or item disclosed under any specific representation or warranty or in the Disclosure Schedule, shall be deemed to have been disclosed for all purposes of the Agreement in response to every representation or warranty in the Agreement in respect of which such disclosure is reasonably apparent and the facts relevant to such disclosure are set forth in reasonable detail. The inclusion of any matter, information or item in the Disclosure Schedule shall not be deemed to constitute an admission of any liability by the Sellers to any third party or otherwise imply that any such matter, information or item is material or create a measure for materiality or Material Adverse Effect for the purposes of the Agreement.

Headings have been inserted in the sections of the Disclosure Schedule for convenience of reference only and shall to no extent have the effect of amending or changing the express description of any sections set forth in the Agreement.

Terms used and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

SECTION 1.01(b)

PEPSI ASSETS

Restaurant	Equipment ID	Serial Number	Ownership	Equipment Description	Date Status Set
THE OFFICE AT BRIDGEWATER	100240637	09397-1177	Bottler Owned	12 Btn Brg 12640B-FR-3/8"	12/23/2007
THE OFFICE AT BRIDGEWATER	100461015	138295	PepsiCo Owned	12 Btn Brg 12640B-FR-3/8"	12/16/2009
THE OFFICE AT CRANFORD	100240199	47306	Bottler Owned	12 Btn Brg 12640B-FR-3/8"	12/23/2007
THE OFFICE AT MONTCLAIR	100192118	63N9821KD044	Bottler Owned	CB2323SST 08 UFBSL 80# WM PC	12/23/2007
THE OFFICE AT MONTCLAIR	100240699	140449	Bottler Owned	12 Btn Brg 12640B-FR-3/8"	12/23/2007
THE OFFICE AT MONTCLAIR	100240775	142096	Bottler Owned	12 Btn Brg 12640B-FR-3/8"	12/23/2007
THE OFFICE AT MORRISTOWN	100240876	138249	Bottler Owned	12 Btn Brg 12640B-FR-3/8"	12/23/2007
THE OFFICE AT RIDGEWOOD	100071856	PMD3804	Bottler Owned	10 Btn Brg 10620B-FR-3/8"	12/23/2007
THE OFFICE AT RIDGEWOOD	100460441	10198247	PepsiCo Owned	12 Btn Brg 12640B-FR-3/8"	12/17/2009
THE OFFICE AT SUMMIT	100349383	138248	Not assigned	10 Btn Brg 10620B-FR-3/8"	07/29/2008
THE OFFICE AT SUMMIT	100428792	138260	PepsiCo Owned	10 Btn Brg 10620B-FR-3/8"	07/13/2010
THE OFFICE AT WESTFIELD	100078426	ZMC6134688	Bottler Owned	12 Btn Brg 12640B-FR-3/8"	12/23/2007

SECTION 1.01(c)

ASSUMED LEASES

Corporate

Personal Property Leases:

Ecolab Dishwasher Leases

Real Property Leases:

The Office at Bridgewater
728 Thompson Ave and Route 22 West
Bridgewater, New Jersey

The Office at Cranford
I-7 South Ave., and South Union Street
Cranford, New Jersey

The Office at Montclair
619 Bloomfield Ave.,
Montclair, New Jersey

The Office at Morristown
3 South Street
Morristown, New Jersey

The Office at Ridgewood
32-34 Chestnut Street
Ridgewood, New Jersey

The Office at Summit
61-63 Union Place
Summit, New Jersey

The Office at Westfield
411 North Ave West
Westfield, New Jersey

SECTION 1.01(e)

LIQUOR LICENSES

Location	Licenses Held	Licensee	License number	Expiration Date	Licensing Authority
Bridgewater	Plenary Retail Consumption License	The Office at Bridgewater, Inc.	1806-33-012-010	6/30/2011	State of New Jersey
Cranford	Plenary Retail Consumption License	The Office at Cranford, Inc.	2020-33-008-009	6/30/2011	State of New Jersey
Montclair	Plenary Retail Consumption License w/ Broad Package Privilege	The Office at Montclair, Inc.	0713-32-019-007	6/30/2011	State of New Jersey
Morristown	Plenary Retail Consumption License	The Office at Morristown, Inc.	1424-33-037-008	6/30/2011	State of New Jersey
Ridgewood	Plenary Retail Consumption License	The Office at Ridgewood, Inc.	0251-33-005-008	6/30/2011	State of New Jersey
Summit	Plenary Retail Consumption License	The Office at Summit, Inc.	2018-33-016-013	6/30/2011	State of New Jersey
Westfield	Plenary Retail Consumption License	Charlie Brown's Inc.	2020-33-009-007	6/30/2011	State of New Jersey

SECTION 1.01(g)

BOOKS AND RECORDS

None

SECTION 4.03

CONFLICTS, BREACHES, DEFAULTS AND LIENS

None other than those described in Section 4.21 of the Disclosure Schedule

SECTION 4.05(a)

LEASED PROPERTY

The Office at Bridgewater
728 Thompson Ave and Route 22 West
Bridgewater, New Jersey

Tenant – The Office at Bridgewater, Inc.

Landlord – 3-J Company – Jack Welsh, 55 South Findley Ave., Basking Ridge, NJ 07920 (908-766-0166)

Original Lease Date – 12-23-86

Amendments – Two

The Office at Cranford
I-7 South Ave., and South Union Street
Cranford, New Jersey

Tenant: The Office at Cranford, Inc.

Landlord: 3J Company - Jack Welsh, 55 South Findley Ave., Basking Ridge, NJ 07920 (908-766-0166)

Original Lease Date – 12-23-86

Amendments - Two

The Office at Montclair
619 Bloomfield Ave.,
Montclair, New Jersey

Tenant: The Office at Montclair, Inc.

Landlord: 3J Company - Jack Welsh, 55 South Findley Ave., Basking Ridge, NJ 07920 (908-766-0166)

Original Lease date – 12-23-86

Amendments – Two

The Office at Morristown
3 South Street
Morristown, New Jersey

Tenant – The Office at Morristown, Inc.

Landlord – Paul Schmidt Enterprises, 222 Grand Avenue, Englewood, NJ 07631 (201-569-8500)

Original Lease Date – 12-7-07

Amendments – None

The Office at Ridgewood
61-63 Union Place
Summit, New Jersey

Tenant - The Office at Ridgewood, Inc.

Landlord - Vicky, Konstantina, & John Mouzakitis & Peter Sideris, 282 Summit Street, Norwood, NJ 07648, (201-670-1782)

Original Lease Date – 12-4-91

Amendments - None

The Office at Summit
61-63 Union Place
Summit, New Jersey

Tenant – The Office at Summit, Inc.

Landlord – Bassett Associates, Beth Walsh, 382 Springfield Avenue, Summit, NJ 07901 (908-273-9274)

Original Lease Date – 4-30-08

Amendments - None

The Office at Westfield
411 North Ave West
Westfield, New Jersey

Tenant – Charlie Brown's Inc.

Landlord – Albert Chrone, 3420 Jefferson Avenue, Toms River, NJ 08753, (941-488-7465; FL 732-288-9741)

Original Lease Date – 10/1/92

Amendments - Two

SECTION 4.06

PERSONAL PROPERTY

The items of personal property governed by the leases listed below are leased and not owned.

Personal Property Leases:

Ecolab Dishwasher Leases

SECTION 4.07(a)

INTELLECTUAL PROPERTY

Trademarks and Service Marks:

Registered Marks	Registration No. or Application No.	Jurisdiction	Status
THE AMALGAMATED & CONSOLIDATED RESTAURANT COMPANY, LTD. THE OFFICE (and design)	1,298,183	United States	Registered
THE OFFICE BEER BAR & GRILL(and design)	2,050,785	United States	Registered
JOLLY TROLLEY	2,986,839	United States	Registered

Common Law

Common law rights in all trademarks and service marks used exclusively in connection with the Business, including but not limited to, "THE OFFICE", "THE OFFICE BEER BAR & GRILL", logos which includes the words "So Many Beers So Little Time" and "JOLLY TROLLEY BAR & GRILL"

Copyrights:

Common law rights in written and online works, including menus, brochures, advertisements, logos and other materials, used in connection with the Business

Registered Domain Names:

www.office-beerbar.com

www.theofficebeerbarandgrill.com

www.theofficebeerbar.com

www.thejollytrolleybarandgrill.com

SECTION 4.08

ASSETS

None

SECTION 4.10

MATERIAL PERMITS

Store	**Licenses Held**	**Licensing Authority**
THE OFFICE AT BRIDGEWATER	Plenary Retail Consumption License	State of New Jersey
	Health Permit	Township of Bridgewater
	Annual Life Hazard	State of NJ, Div Fire Safety
THE OFFICE AT CRANFORD	Plenary Retail Consumption License	State of New Jersey
	Health Permit	Cranford Dept of Health
	Café Permit	Township of Cranford
	Annual Life Hazard	State of NJ, Div Fire Safety
THE OFFICE AT MONTCLAIR	Plenary Retail Consumption License	State of New Jersey
	Health Permit	Township of Montclair
	Alarm Registration	Township of Montclair
	Annual Life Hazard	State of NJ, Div Fire Safety
THE OFFICE AT MORRISTOWN	Plenary Retail Consumption License	State of New Jersey
	Health Permit	Div. of Health, Morristown, NJ
	Café Permit	Town of Morristown
	Annual Life Hazard	State of NJ, Div Fire Safety
THE OFFICE AT RIDGEWOOD	Plenary Retail Consumption License	State of New Jersey
	Health Permit-Restaurant License	Village of Ridgewood-Health Dept
	Health Permit-Ice License	Village of Ridgewood-Health Dept
	Annual Life Hazard	State of NJ, Div Fire Safety
THE OFFICE AT SUMMIT		
	Plenary Retail Consumption License	State of New Jersey
	Health Permit	City of Summit
	Café Permit	City of Summit
THE OFFICE AT WESTFIELD		
	Plenary Retail Consumption License	State of New Jersey
	Health Permit	Westfield Regional Health Dept
	Fire Registration	Westfield Fire Dept

SECTION 4.11

LITIGATION

None

SECTION 4.12(a)
FINANCIAL REPORTS

See attached

SECTION 4.12(b)
FINANCIAL REPORTS

None

SECTION 4.19

INSURANCE

The Office Insurance Policies: (Coverage is at CB Holding Corp entity level)

Policy	Name of Issuer	Policy Number	Amount of Coverage	Expiration Date
Commercial Property (Primary)	Lexington Insurance	020412867	$50,000,000	6-18-11
General Liability	Lexington Insurance	035406578	Guaranteed Cost $1 Coverage	6-18-11
Workers Compensation	NJ WC Insurance Plan	T011201539T	Guaranteed Cost $1 Coverage	6-18-11
Excess Liability	Ohio Casualty Insurance Co	ECO(11)54100527	$25,000,000	6-18-11
Business Auto	Philadelphia Insurance Companies	PHPK661618	$1,000,000 per occurrence	6-18-11
Umbrella Liability	National Union Fire Insurance Co. of Pittsburgh	BE 25414312	$25,000,000	6-18-11
Directors & Officers	Chartis Ins. (AIG)	01-935-73-35	$10,000,000	6-18-11

SECTION 4.21

THIRD-PARTY CONSENTS AND GOVERNMENTAL APPROVALS

All approvals of applicable governmental entities to the transfer of the Sellers' Liquor Licenses that are contemplated to be transferred pursuant to the terms of this Agreement

All approvals of applicable governmental entities to the transfer of the Sellers' inventory of alcoholic beverages that is contemplated to be transferred pursuant to the terms of this Agreement

All approvals, if any, of applicable governmental entities necessary to the transfer of the Sellers' Permits that are contemplated to be transferred pursuant to the terms of this Agreement

SECTION 6.09(c)

NON-SOLICITATION AND NON-HIRE

None

SECTION 8.02(c)

PURCHASER CONSENTS

As set forth in Section 4.21of the Disclosure Schedule

SECTION 8.03(c)

SELLER CONSENTS

Other than necessary approvals by the Bankrupcty Court, none.