

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	Chapter 11
)	
CB HOLDING CORP., <u>et al.</u> , ¹)	Case No. 10-13683 (MFW)
)	
Debtors.)	Jointly Administered
)	
)	Hearing Date: May 17, 2011 at 11:30 a.m. (ET)
)	Obj. Deadline: May 10, 2011 at 4:00 p.m. (ET)

**DEBTORS’ MOTION FOR ORDER APPROVING SALE OF
LIQUOR LICENSE NUMBER 10940017 FREE AND CLEAR OF
ALL LIENS, CLAIMS, ENCUMBRANCES, ATTACHMENTS, AND OTHER INTERESTS**

The above-captioned debtors and debtors-in-possession (collectively, the “Debtors”), by and through their undersigned attorneys, hereby file this motion (the “Motion”) for entry of an

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 Trelxertown, 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, pursuant to Bankruptcy Code §§ 105(a) and 363(b)(1), Bankruptcy Rules 2002, 6004, and 9014, and Local Rule 6004-1, approving the sale of liquor license number 10940017 (as described in greater detail below, the “Liquor License”) free and clear of all liens, claims, encumbrances, attachments, and other interests. In support of the relief requested in this Motion, the Debtors respectfully represent as follows:

JURISDICTION

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief requested herein are Bankruptcy Code §§ 105(a) and 363(b)(1), Bankruptcy Rules 2002, 6004, and 9014, and Local Rule 6004-1.

INTRODUCTION²

2. On November 17, 2010 (the “Petition Date”), the Debtors filed with this Court separate, voluntary petitions for relief under Chapter 11 of the Bankruptcy Code. On November 19, 2010, this Court entered an order directing the joint administration of the Debtors’ separate Chapter 11 cases (the “Bankruptcy Cases”).

3. The Debtors continue to manage their properties and operate their businesses as debtors-in-possession pursuant to Bankruptcy Code §§ 1107 and 1108. No trustee or examiner has been appointed in these cases. On December 1, 2010, the United States Trustee appointed an official committee of unsecured creditors (the “Committee”) for these cases.

² A more detailed description of the Debtors, their corporate and capital structure, and these cases is set forth in the various motions and other pleadings filed by the Debtors on or about the Petition Date, copies of which can be obtained by visiting www.cbhinfo.com.

4. The Debtors own and operate the brands known as *Charlie Brown's Steakhouse* ("Charlie Brown's"), *Bugaboo Creek Steak House* ("Bugaboo Creek"), and *The Office Beer Bar & Grill* ("The Office"). There are currently 20 total Charlie Brown's restaurants in New York, New Jersey, and Pennsylvania; 12 total Bugaboo Creek restaurants in Massachusetts, Delaware, Maryland, New Hampshire, and Maine; and seven The Office restaurants in New Jersey.

5. A variety of external factors have led to a decline in the Debtors' revenue over the last several years, at the same time that costs have increased, and the economy has struggled, greatly impacting the Debtors' customer base. Accordingly, for some time, the Debtors have been in discussions with their lenders and other parties regarding a financial restructuring.

6. Prior to the Petition Date, the only party willing to provide the necessary financing was Ally Commercial Finance LLC (f/k/a GMAC Commercial Finance LLC) ("Ally"), one of the Debtors' pre-petition senior secured lenders, which was only willing to do so as a DIP loan in Chapter 11. In an effort to maximize their value, the Debtors commenced these cases and entered into a DIP arrangement with Ally (which incorporates a settlement of various issues with the Committee), and during these cases, the Debtors intend to market and sell substantially all of their assets expeditiously pursuant to Bankruptcy Code § 363.

7. By orders entered on January 21, 2011 (Docket No. 468), March 11, 2011 (Docket No. 614), and April 11, 2011 (Docket No. 710), respectively, this Court approved the sales of The Office to Villa Enterprises Management; Bugaboo Creek to RRGK LLC, an affiliate of Capitol C and Capitol Q restaurants; and Charlie Brown's to CB Restaurants, Inc., an affiliate of Praesidian Capital.

FACTUAL BACKGROUND³

8. The Debtors closed 29 Charlie Brown's and 18 Bugaboo Creek restaurants (collectively, the "Closed Restaurants") in the week prior to the Petition Date. On December 13, 2010, this Court entered an omnibus order (Docket No. 176) authorizing the rejection, nunc pro tunc to the Petition Date, of the leases related to the Closed Restaurants.

9. The Debtors are not currently utilizing the liquor licenses for the Closed Restaurants and have returned certain liquor licenses that may not be transferable to the applicable state, county, town, or municipality control board or agency. The remaining liquor licenses for the Closed Restaurants are valuable assets of the Debtors, and in order to preserve the value thereof for their creditors and other parties-in-interest, the Debtors have retained Hilco Real Estate, LLC ("Hilco"), to market and sell the remaining liquor licenses for the Closed Restaurants, including the Liquor License.

10. Hilco has been actively marketing liquor licenses for the Debtors since November 2010. During this time, Hilco has used many different marketing venues in an effort to maximize exposure in the marketplace. Hilco began its marketing efforts by creating a baseline marketing flyer that displayed each license available along with the town or borough in which the license was held.

11. Hilco then directly reached out to liquor license brokers, known investors, and the landlords of the old locations to garner interest. Direct email marketing was then used through a number of outlets including DealMakers (premium e-mail system reaching over 80,000 brokers, investors, and users), Hilco's proprietary email system (reaching over 15,000

³ The description set forth herein is a summary and solely for convenience purposes; to the extent of any discrepancies between this description and the Liquor License, the terms of the Liquor License shall govern.

brokers, investors, and users), and FameCo's proprietary email system (reaching over 6,000 brokers, users, and investors).

12. The Debtors owned and maintained the Liquor License for use at their former Bugaboo Creek restaurant (the "Seekonk Restaurant") located at 1125 Fall River Avenue, Seekonk, Massachusetts. As a result of Hilco's marketing efforts, on or about March 23, 2011, the Debtors entered into an agreement (the "Sale Agreement") to sell the Liquor License to Not Your Average Joe's, Inc. (the "Buyer").⁴

13. In accordance with the terms and conditions of the Sale Agreement, the Buyer has agreed to pay an aggregate purchase price of \$75,000 for the Liquor License.

RELIEF REQUESTED

14. By this Motion, the Debtors respectfully request that this Court enter an order approving the Sale Agreement, finding that the Debtors are authorized to enter into the Sale Agreement, and authorizing the sale of the Liquor License, free and clear of all liens, claims, attachments, and encumbrances, to the Buyer.

BASIS FOR RELIEF REQUESTED

The Sale of the Liquor License is a Valid Exercise of the Debtors' Business Judgment

15. Bankruptcy Code § 363(b)(1) provides, in pertinent part, that "[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate."

⁴ A true and correct copy of the Sale Agreement is attached hereto as Exhibit A and is incorporated herein by reference. The summary of the Sale Agreement is intended solely to provide a brief overview thereof and to highlight those material terms and provisions required under Bankruptcy Rule 6004 and Local Bankruptcy Rule 6004-1. In the event of any inconsistencies between the summary and the Sale Agreement, the terms of the Sale Agreement shall govern.

16. Although Section 363 does not specify a standard for determining when it is appropriate for a court to authorize the use, sale, or lease of property of the estate, courts have required that such use, sale, or lease be based upon the sound business judgment of a debtor. See, e.g., In re Martin, 91 F.3d 389, 394-395 (3d Cir. 1996) (court may defer to debtor so long as there is “legitimate business justification” to approve the use, sale, or lease of property outside the ordinary course of business (citing In re Schipper, 933 F.2d 513, 515 (7th Cir. 1991)); In re Fed. Mogul Global, Inc., 293 B.R. 124, 126 (D. Del. 2003); In re Montgomery Ward Holdings Corp., 242 B.R. 147, 153 (Bankr. D. Del. 1999); In re Del. & Hudson Ry. Co., 124 B.R. 169, 178 (D. Del. 1991); In re Allegheny Int’l, 117 B.R. 171, 176 (W.D. Pa. 1990).

17. Moreover, Bankruptcy Code § 105(a) empowers a court to issue “any order, process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code].”

18. The purpose of Section 105(a) is to ensure a bankruptcy court’s power to take whatever action “is appropriate or necessary in aid of the exercise of [its] jurisdiction.” 2 Collier on Bankruptcy ¶ 105.01, at 105-5 (15th rev. ed. 1997) (footnote omitted), see also In re DeLorean Motor Co., 991 F.2d 1236, 1242 (6th Cir. 1993) (“The basic purpose of [Bankruptcy Code § 105(a)] is to enable the court to do whatever is necessary to aid its jurisdiction, i.e., anything arising in or relating to a bankruptcy case.”) (citation omitted); In re Joint E. & S. Dist. Asbestos Litig., 129 B.R. 710, 843 (E.D.N.Y. & S.D.N.Y. 1991) (“[Section 105] has been construed to afford bankruptcy courts necessary flexibility to facilitate reorganizations.”); In re Cooper Props. Liquidating Trust, Inc., 61 B.R. 531, 537 (Bankr. W.D. Tenn. 1986); Mgmt. Tech. Corp. v. Pardo, 56 B.R. 337, 339 (Bankr. D.N.J. 1985).

19. The Debtors believe that the proposed sale of the Liquor License to the Buyer will maximize the value thereof for the benefit of the Debtors' estates and creditors. Specifically, in the Debtors' business judgment, and based upon Hilco's marketing efforts to date, the Debtors believe that the Purchase Price of \$75,000 represents a fair sale price based upon the estimated value of the Liquor License.

20. In addition, the Debtors believe that the proposed sale to the Buyer will facilitate a quick and efficient disposition of the Liquor License. Because they are no longer operating the Seekonk Restaurant, the Debtors submit that the Liquor License is not necessary and should be sold now to maximize its value.

21. Thus, the Debtors believe that there is a valid business justification for selling the Liquor License as provided for herein and consummating such sale as quickly as possible.

The Debtors Should Be Allowed to Sell the Liquor License by Private Sale

22. Bankruptcy Rule 6004(f)(1) provides that "sales not in the ordinary course of business may be by private sale or by public auction."

23. Indeed, Courts often allow a Chapter 11 debtor to sell assets outside the ordinary course of business by private sale when the debtor demonstrates that the sale is permissible under Bankruptcy Code § 363(b). See, e.g., Palermo v. Pritam Realty, Inc. (In re Pritam Realty, Inc.), 233 B.R. 619 (D.P.R. 1999) (upholding bankruptcy court's approval of private sale); In re Condere Corp., 228 B.R. 615 (Bankr. S.D. Miss. 1998) (approving private sale of debtor's assets where standards of Bankruptcy Code § 363(b) were met); In re Wieboldt Stores, Inc., 92 B.R. 309 (N.D. Ill. 1988) (affirming right of debtor to transfer assets by private sale). Cf. In re Embrace Systems Corp., 178 B.R. 112, 123 (Bankr. W.D. Mich. 1995) (holding

that private sale of debtor's assets is appropriate if all provisions of Section 363 are followed, bid is fair, and sale is in best interests of debtor's estate and creditors).

24. The Debtors have determined that selling the Liquor License pursuant to the Sale Agreement by a consensual private sale to the Buyer is in the best interests of the Debtors' estates and their creditors. As noted above, the Debtors and Hilco have already engaged in a substantial and thorough marketing effort to sell the Liquor License for the highest and best price. Accordingly, the Debtors do not believe any higher or better offers will now (or in the future) surface.

25. Consequently, the Debtors believe that there would be no benefit to conducting any formal auction or a further bidding process for the Liquor License. Rather, the Debtors believe that any such auction or further bidding process (other than any informal process that could result upon service of this Motion on parties that the Debtors believe could be interested in the Liquor License) would only generate increased costs and cause unwarranted delays of the sale of the Liquor License, without yielding a significantly higher purchase price or any notable benefit to the Debtors' estates or their creditors.

26. Thus, the Debtors believe that selling the Liquor License by private sale is justified in this instance.

The Proposed Sale Satisfies the Requirements of Bankruptcy Code § 363(f)

27. The Debtors presently believe that all of the liquor licenses have been pledged to Ally and/or their other pre and post-petition lenders. Furthermore, various other creditors may hold or assert security interests or other rights in the Liquor License.

28. In order to facilitate the sale of the Liquor License, as contemplated and required by the Sale Agreement, the Debtors request authorization to sell the Liquor License free

and clear of any and all liens, claims, encumbrances, attachments, and other interests which may be asserted (including any claims for successor liability).

29. In accordance with Bankruptcy Code § 363(f), a debtor-in-possession may sell property “free and clear of any interest in such property of an entity other than the estate” if any one of the following conditions is satisfied:

- (a) applicable nonbankruptcy law permits the sale of such property free and clear of such interest;
- (b) the [lienholder or claimholder] consents;
- (c) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- (d) such interest is in bona fide dispute; or
- (e) [the lienholder or claimholder] could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

30. Because Bankruptcy Code § 363(f) is stated in the disjunctive, satisfaction of any one of its five requirements would suffice to warrant approval of the sale of the Liquor License free and clear of all liens, claims, encumbrances, attachments, and other interests. See Folger Adam Sec. Inc. v. De Matties/McGregor JV, 209 F.3d 252, 257 (3d Cir. 2000) (discussing how Section 363(f) authorizes sale of debtor’s assets free and clear of all liens, claims, and interests if “any one of [the] five prescribed claims is met”); In re Kellstrom Indus., Inc., 282 B.R. 787, 793 (Bankr. D. Del. 2002) (property may be sold “free and clear” if at least one of the subsections of Section 363(f) is met); In re DVI, Inc., 306 B.R. 496, 503 (Bankr. D. Del. 2004) (same); see also Michigan Employment Sec. Comm’n v. Wolverine Radio Co. (In re Wolverine Radio Co.), 930 F.2d 1132, 1147 n.24 (6th Cir. 1991), cert. dismissed, 503 U.S. 987 (1992) (same).

31. The Debtors believe that they have or will satisfy one or more of these requirements:

- (a) First, based on the parties' discussions, the Debtors believe that their pre- and post-petition lenders have consented to the sale of the Liquor License proposed herein.
- (b) Moreover, if a holder of a lien, claim, encumbrance, or other interest or purported right receives notice of this Motion and does not object within the prescribed time period, such holder would be deemed to have consented to the sale free and clear pursuant to the terms proposed herein on that basis alone. See, e.g., Veltman v. Whetzel, 93 F.3d 517 (8th Cir. 1996) (failure to object to notice of sale or attend hearing deemed consent to sale for purposes of Bankruptcy Code § 363); In re Elliot, 94 B.R. 343, 345 (E.D. Pa. 1988) ("implied consent" was sufficient to satisfy the consent requirement of Bankruptcy Code § 363(f)(2) "[b]ecause [the secured creditor] admit[ed] that it received notice of the proposed sale and also admit[ed] that it did not file any timely objection the sale was authorized by § 363(f)"); In re Enron Corp., 2004 WL 5361245, at *2 (Bankr. S.D.N.Y. Feb. 5, 2004) (same); Hargrave v. Pemberton (In re Tabore, Inc.), 175 B.R. 855 (Bankr. D. N.J. 1994) (same).
- (c) Additionally, Bankruptcy Code § 363(f)(1) allows a sale to proceed free and clear of liens if the power to sell free and clear exists outside the bankruptcy context in another body of law. The existence of such ability is unquestionable here under applicable state law, such as state law foreclosure statutes. See Precision Indus. Inc. v. Qualitech Steel SBQ, LLC, 327 F.3d 537, 545 (7th Cir. 2003), rev'g Precision Indus., Inc. v. Qualitech Steel SBQ, LLC, No 00-0247, 2001 WL 699881 (S.D. Ind. Apr. 24, 2001) (reversing district court and finding that property sold pursuant to Section 363(f)(1) on account of state foreclosure law was sold free and clear of lessee's possessory interest in property). Indeed, outside of bankruptcy, the Debtors' lenders could have foreclosed upon the Debtors' assets -- including the Liquor License-- and then sold it free and clear of junior liens.
- (d) Finally, because the Debtors' secured creditors may be required to accept money damages in exchange for their

interests, Bankruptcy Code § 363(f)(5) is satisfied. See In re Trans World Airlines, 322 F.3d 283, 290-91 (3d Cir. 2003) (property sold free and clear of interests when claims were subject to monetary valuation and satisfaction). Indeed, because the Liquor License would be sold for what the Debtors, approximate to be at least the fair market value thereof, the holders of any liens thereon could be compelled to accept money in satisfaction of such liens. See In re WPRV-TV, Inc., 143 B.R. 315, 321 (D.P.R. 1991), vacated on other grounds, 165 B.R. 1 (D.P.R. 1992), aff'd in part, rev'd in part, 983 F.2d 336 (1st Cir. 1993) (where “properties ... sold for the best price obtainable under the circumstances, and the liens will attach to the sale proceeds, the proposed sale [satisfies Bankruptcy Code § 363(f)(5)] and may be approved”).

32. Thus, the Debtors submit that at least one (if not more) of the subsections of Bankruptcy Code § 363(f) will be satisfied, such that this Court should approve the sale of the Liquor License free and clear of all liens, claims, encumbrances, and attachments.

The Sale of the Liquor License Satisfies
Good-Faith Requirement of Bankruptcy Code § 363(m)

33. Bankruptcy Code § 363(m) provides, in pertinent part, that:

The reversal or modification on appeal of an authorization under [section 363(b) or (c)] ... of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

34. The terms of the Sale Agreement were negotiated at arm’s length, without collusion, and in good faith. Upon information and belief, the Buyer is not an insider, nor is it affiliated in any way with any of the Debtors.

35. Moreover, the Debtors have fully disclosed and requested this Court’s approval of all terms and conditions of the Sale Agreement. See generally In re Colony Hill Assocs., 111 F.3d 269 (2nd Cir. 1997) (stating that the determination of “in good faith” is based

upon traditional equitable principles, including whether there has been full disclosure to the bankruptcy court).

36. In addition, the Buyer and the Debtors each were represented by separate, experienced professionals, including competent counsel, helping to ensure that the sale process has been fair to date and will continue to be so and that the Sale Agreement was negotiated, proposed, and entered into by the Debtors and the Buyer without collusion, in good faith, and at arm's length. See In re Abbotts Dairies of Pa., Inc., 788 F.2d 143, 149-150 (3rd Cir. 1986) (parties acted in good faith if purchase price is adequate and reasonable, and terms of sale are fully disclosed).

37. Thus, the Debtors submit that this Court should find that the Buyer is entitled to the protection of Bankruptcy Code § 363(m) with respect to the transactions contemplated by the Sale Agreement and, accordingly, should be deemed a good-faith purchaser. The Sale of the Liquor License Satisfies the Requirements of Bankruptcy Code § 363(n)

38. Bankruptcy Code § 363(n) provides, in pertinent part, that “the trustee may avoid a sale ... if the sale price was controlled by an agreement among potential bidders” The Debtors are unaware of any agreements among potential bidders that would violate Section 363(n).

39. Accordingly, for all of the reasons set forth above, the Debtors submit that the requested relief should be granted. To facilitate the closing of the transactions contemplated by this motion, the Debtors also requested that their Chief Restructuring Officer or any successor or agent established by order of this Court be authorized to effectuate any necessary documentation or transfers with any applicable local or state licenses on regulatory boards or agencies (collectively, the “Liquor Boards”), and that the Liquor Boards be directed to accept

any such documentation or transfers submitted by the Debtors' Chief Restructuring Officer or any such successor or agent on behalf of the Debtors.

NOTICE

40. Notice of this Motion has been given, in accordance with the Bankruptcy Rules and the Local Rules, via first-class mail service, e-mail, facsimile, telephone, and/or hand delivery, as appropriate, to the United States Trustee, counsel to the Committee, counsel to the Debtors' pre- and post-petition secured lenders, counsel to the holders of the Debtors' subordinated notes, the Debtors' equity sponsor, the Buyer, any parties known to the Debtors that may have any interest or right in the Liquor License, including the Debtors' former landlord under the lease for the Seekonk Restaurant and the Liquor Boards, and all parties that have requested service of notice in these cases pursuant to Bankruptcy Rule 2002. The Debtors submit that no other or further notice need be given in light of the circumstances of these cases.

REQUEST FOR WAIVER OF STAY

41. In order to successfully implement the foregoing as expeditiously and efficiently as possible, the Debtors seek a waiver of the 14-day stay of any order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

NO PREVIOUS REQUEST

42. No previous request for the relief sought in this Motion has been made to this or to any other Court.

CONCLUSION

WHEREFORE, the Debtors request entry of an order, substantially in the form attached here as Exhibit B, granting the relief requested herein and such other and further relief as is just and proper under the circumstances.

Dated: April 19, 2011
Wilmington, Delaware

Respectfully submitted,

/s/ Tyler Semmelman
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**IN THE UNITED STATES BANKRUPTCY COURT
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Debtors.)	Jointly Administered
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NOTICE OF MOTION AND HEARING

PLEASE TAKE NOTICE that on April 19, 2011, the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) filed the **Debtors’ Motion for Order Approving Sale of Liquor License Number 10940017 Free and Clear of All Liens, Claims,**

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.

Encumbrances, Attachments, and Other Interests (the “Motion”) with the United States Bankruptcy Court for the District of Delaware (the “Court”).

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Motion must be in writing, filed with the Clerk of the Court, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801, and served upon and received by the undersigned attorneys for the Debtors on or before **May 10, 2011 at 4:00 p.m. (ET)**.

PLEASE TAKE FURTHER NOTICE that a hearing with respect to the Motion will be held on **May 17, 2011 at 11:30 a.m. (ET)** before The Honorable Mary F. Walrath, United States Bankruptcy Judge for the District of Delaware at the Court, 824 Market Street, 5th Floor, Courtroom 4, Wilmington, Delaware 19801.

IF NO OBJECTIONS TO THE MOTION ARE TIMELY FILED, SERVED AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

Dated: April 19, 2011
Wilmington, Delaware

Respectfully submitted,

/s/ Tyler Semmelman

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
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-and-

Joel H. Levitin
Richard A. Stieglitz Jr.
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Eighty Pine Street
New York, New York 10005
Telephone: (212) 701-3000
Facsimile: (212) 269-5420

*Attorneys for the Debtors and
Debtors-in-Possession*

EXHIBIT A

Sale Agreement

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made as of April 19, 2011, by and between Bugaboo Creek Holdings, Inc. d/b/a Bugaboo Creek Steakhouse of Seekonk, a Delaware corporation, having an address at 1450 Route 22 West, Mountainside, New Jersey 07092 (hereinafter called the "Seller") and Not Your Average Joe's, Inc. a Delaware corporation qualified to conduct business in the Commonwealth of Massachusetts, with a principal place of business at 151 Campanelli Drive, Suite C, Middleborough, Massachusetts 02346 (hereinafter called the "Buyer").

WHEREAS, the Seller holds a Seven Day All Alcoholic Beverages License No. 10940017 with a 1:00 a.m. closing hour, pursuant to G.L. c. 138, § 12 (the "Liquor License") issued by the Licensing Board of the Town of Seekonk, Commonwealth of Massachusetts (the "Town") for a restaurant formerly located at 1125 Fall River Avenue, Seekonk, Massachusetts (the "Premises") on property owned by Seekonk 226 Limited Partnership, a Massachusetts limited partnership ("Owner");

WHEREAS, subject to terms hereof, the Seller desires to transfer and sell the Liquor License to Buyer;

WHEREAS, Buyer desires to purchase the Liquor License for use at its restaurant to be located at the Premises;

WHEREAS, Buyer will make application to the Town and to the Massachusetts Alcoholic Beverage Control Commission ("ABCC") to obtain the Requisite Approvals (as hereinafter defined) to effectuate a transfer of the Liquor License to Buyer for use at the Premises; and

WHEREAS, Seller filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code on November 17, 2010, in the United States Bankruptcy Court for the District of Delaware (the "Court").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Sale of Liquor License. Subject to the entry of the Sale Approval Order (as defined below), Seller shall convey, free and clear of all liens, claims, and encumbrances, the Liquor License to Buyer. Buyer is not assuming and shall not be liable for any debt, obligation, responsibility or liability of Seller, or any claim against Seller whether known or unknown, contingent or absolute, or otherwise, whether or not related to the Liquor License, which accrued prior to the Closing.

2. Payment. In consideration of the Liquor License transfer, Buyer shall pay to Seller the sum of SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00) as the "Purchase Price" for the Liquor License. The Purchase Price shall be paid as follows:

- (a) \$7,500.00 Deposit with execution of this Agreement (the "Deposit")
- (b) \$67,500.00 Balance at Closing in cash, wire, or certified check.

3. Deposit. Simultaneous with the execution hereof, Buyer shall deposit the Deposit with Wilmington Trust Company, acting as escrow agent for the parties hereto ("Escrow Agent"), to be held by Escrow Agent until Closing or otherwise distributed in accordance with the provisions of this Agreement. The Deposit shall be wire transferred as follows:

Wilmington Trust Company
ABA 031100092
Credit: CB Holding Corp. Escrow
Account #099751-000
Attn: David Young

Upon delivering the Deposit to the party entitled thereto, or into a court of competent jurisdiction, as provided in this Agreement, Escrow Agent shall thereupon be relieved of and discharged and released from any and all liability hereunder.

4. Taxes; Transfer Fees. In addition to the Purchase Price, Buyer shall also pay all filing and application fees (other than to the Court) to the ABCC, and Buyer's counsel fees associated with the transfer of the Liquor License under this Agreement. Seller shall pay its own counsel fees, Court costs, and any sales tax or unemployment taxes due in order to obtain a tax clearance certificate to transfer the Liquor License.

5. Representations and Warranties.

Seller warrants and represents to Buyer the following, to be true and correct as of the date hereof and at closing:

(a) Subject to approval of the Court, Seller has right and authority to enter into this transaction;

(b) The consummation and execution of this transaction does not and will not violate any provision of the Seller's Articles of Incorporation or Bylaws, or any judicial or administrative order, award, judgment, or decree applicable to Seller;

(c) Seller is the sole owner of the Liquor License being sold under this Agreement;

(d) The Liquor License is in full force and effect and is valid for the period through and including December 31, 2011; provided, however, that the Liquor License is currently an inactive pocket license with approval of the Town;

(e) Seller is in good standing with the Town and the Alcoholic Beverages Control Commission ("ABCC"), and is not on any delinquency list under Massachusetts General Laws, Chapter 138, Section 25;

(f) Seller agrees to cooperate and do all things reasonably necessary and proper, including the signing of or causing to be signed any applications or documents, in order to

vest in Buyer all such rights Seller may have to transfer the Liquor License, including without limitation obtaining any renewal or renewals of the Liquor License in order to fulfill its obligations to convey to Buyer in accordance with any order approving this Agreement and the sale of the Liquor License to Buyer. Seller agrees to promptly comply with or cause to be complied with any requests from the Massachusetts Department of Unemployment Assistance (“MDUA”), or the Massachusetts Department of Revenue (“MDOR”) necessary to enable the MDOR or MDUA to provide the ABCC with its authorization to transfer the Liquor License, at the sole cost of Buyer except that Buyer shall have no obligation to pay any taxes owing by Seller to the MDOR or the MDUA;

(g) Seller has paid all fees to applicable governmental authorities related to the Liquor License; and

(h) This Agreement has been duly executed and delivered and constitutes a legal and binding agreement of Seller, subject to approval of the Court.

Buyer warrants and represents to Seller the following, to be true and correct as of the date hereof and at closing:

(a) That if an individual, (i) he is 18 years of age or older, (ii) he has not been convicted of a crime involving moral turpitude, (iii) he is not a police officer, and (iv) he is eligible to hold a liquor license as defined by Massachusetts Law;

(b) That if a corporation, (i) it is in good standing in the Commonwealth of Massachusetts, (ii) any applicable directors, officers or managers satisfy the above requirements, and (iii) any manager is a U.S. citizen, a resident of the Commonwealth of Massachusetts, and experienced in the sale of alcoholic beverages;

(c) That if a LLC, (i) it is in good standing in the Commonwealth of Massachusetts, (ii) any applicable members satisfy the above requirements, and (iii) the manager of record is a U.S. citizen, a resident of the Commonwealth of Massachusetts, and experienced in the sale of alcoholic beverages; and

(d) That no liquor license held by Buyer, or any entity in which the Buyer has or had an interest, has been cancelled or revoked.

6. Contingencies. This Agreement and the obligations of the parties hereto are made expressly subject to and contingent upon only: (i) the receipt by Buyer of all necessary approvals from the Town and ABCC for the transfer of the Liquor License from Seller to Buyer (“Requisite Approvals”); (ii) the receipt by Seller of a Certificate of Good Standing and/or Tax Compliance from the MDOR authorizing the transfer of the Liquor License to Buyer; (iii) the performance by Seller of all of its covenants and obligations hereunder and that the representations and warranties of Seller contained in this Agreement as of the date hereof, shall be true and correct in all material respects at and as of the date of the Closing; (iv) entry of an order of the Court in substantially the form attached hereto as Exhibit A approving this Agreement and the transaction contemplated hereby (the “Sale Approval Order”); and (v) payment of the balance of the Purchase Price. The contingencies referred to in items (i) through (v) above are hereinafter collectively referred to as “Closing Contingencies”.

7. Application. Buyer agrees to make application within thirty (30) days after the execution of this Agreement (the “Application Date”) for the approval by the Town and the ABCC for the transfer of the Liquor License to Buyer (the “Application”). Buyer shall pay any required fees and costs in connection with the Application. Buyer shall prosecute the Application for transfer diligently and in good faith. Buyer shall provide Seller with copies of all transmittals letters sent or received regarding the transfer and shall advise Seller of the date of all hearings. Seller agrees that it

shall cooperate with Buyer in taking all reasonable steps, including, but not limited to, the execution by Seller of a consent to the applications of Buyer for the transfer of the Liquor License and attendance of hearing(s) as, and if, required by the Town or the ABCC to facilitate the transfer of the Liquor License to Buyer, and Seller hereby consents to such transfer. If the Sale Approval Order is stayed pending appeal, Buyer has the right to terminate this Agreement upon notice to Seller made within ten (10) days after the date Buyer is notified that the Sale Approval Order is stayed pending appeal, whereupon the Deposit shall be returned to Buyer.

(a) If, after using good faith diligent efforts, the Requisite Approvals shall be denied or not obtained, or the Closing Contingencies are not satisfied (or waived) within 120 days after the Application Date (“Approvals/Contingencies Deadline”) then, subject to Buyer’s right to extend as set forth in Section 7(b) below, either Seller or Buyer shall have the right to terminate this Agreement in accordance with Section 8(a) below.

(b) If Buyer is in the Application approval process with the Town and the ABCC for transfer of the Liquor License and has timely and diligently pursued said approvals but the applicable municipalities have neither approved nor denied the transfer by the expiration of the Approvals/Contingencies Deadline, Buyer shall have the right, upon written notice to Seller, to a sixty (60) day extension of the Approvals/Contingencies Deadline. Notwithstanding anything contained herein to the contrary, should Buyer’s Application be rejected, held or otherwise delayed due to its failure to provide confirmation to the applicable governing authorities of the Court’s approval of the sale of the Liquor License to Buyer, the 120-day period referenced above shall be tolled until the date that is two (2) days after the date the Court has approved the sale of the Liquor License to Buyer.

(c) In the event Buyer does not prosecute the Application reasonably diligently, and in good faith provide all required information and documentation to the Town and the ABCC, then, if such failure continues for ten (10) days following Buyer's receipt of written notice thereof from Seller, Seller shall have the right to terminate this Agreement in accordance with Section 8(a) below. Notwithstanding the foregoing, Seller shall not have the right to terminate this Agreement if Buyer's failure to provide the required information and documentation is due solely to Seller's acts or omissions. If Buyer filed the Application by the Application Date, it shall be deemed to have complied with this Section 7(c).

(d) In the event of default by Buyer or the failure of this transaction to be consummated (through no act or omission by Seller), Buyer shall execute any and all documentation needed to withdraw any pending applications relating to the transfer of the Liquor License, and deliver all such papers as may be reasonably necessary to vest and restore the Liquor License to Seller.

8. Closing. It is agreed that the closing of the transaction (the "Closing") shall take place, and closing documents shall be delivered, at a time to be mutually agreed upon by the parties at the office of Lawson & Weitzen, LLP, 88 Black Falcon Avenue, Suite 345, Boston, Massachusetts 02110, or by electronic means, as mutually determined by the parties. The Closing shall occur within seven (7) business days after satisfaction (or waiver) of the Closing Contingencies, but not later than November 1, 2011. At the time of Closing, the balance of the Purchase Price will be paid, and all documents will be executed and delivered. If the transfer application is denied, a copy of such denial shall promptly be provided to Seller. Buyer shall have the opportunity, but not the obligation, to cure or appeal the denial of the transfer application within the term of this Agreement.

(a) In the event that Buyer, subject to *force majeure*, should breach the Agreement by failing to perform any Closing Contingencies to be performed by Buyer and/or refusing to close as required hereby and all Closing Contingencies have otherwise been satisfied or waived by Seller, then Seller shall have the right to terminate this Agreement by written notice to Buyer and Escrow Agent, and Escrow Agent shall deliver the Deposit to Seller within five (5) days after Escrow Agent's receipt of such notice of termination as liquidated damages (provided, however, that Escrow Agent has not received notice from Buyer objecting to the release thereof, with any such objection, to the extent not resolved by the Parties, to be considered and decided by the Bankruptcy Court) and Seller's sole and exclusive remedy for such breach provided that Buyer shall fulfill Buyer's obligation under Section 7(d). Upon receipt of the Deposit by Seller, this Agreement shall be void and without recourse to the parties hereto except that Buyer's obligations under Section 7(d) hereof shall survive termination.

(b) In the event that Seller should breach the Agreement by failing to meet the above Closing Contingencies to be performed by Seller and/or refusing to close as required by this Agreement and all Closing Contingencies to be performed by Buyer have otherwise been satisfied or waived by Seller, then Buyer shall have the right, at Buyer's election, either (i) to terminate this Agreement by written notice to Seller and Escrow Agent, and Escrow Agent shall deliver the Deposit to Buyer within five (5) days after Escrow Agent's receipt of such notice of termination as liquidated damages (provided, however, that Escrow Agent has not received notice from Seller objecting to the release thereof, with any such objection, to the extent not resolved by the Parties, to be considered and decided by the Bankruptcy Court) and (except as set forth in clause (ii) below) Buyer's sole and exclusive remedy for such

breach, or (ii) to seek specific performance of Seller's obligations under this Agreement. If Buyer has elected to proceed under clause (i) above, upon receipt of the Deposit by Buyer, this Agreement shall be void and without recourse to the parties hereto except that Buyer's obligations under Section 7(d) hereof shall survive termination.

(c) If there is a dispute regarding a breach of this Agreement that results in litigation, the losing party shall pay to the prevailing party the reasonable and documented attorneys' fees, court costs and related expenses of such party incurred or paid in prosecuting or defending such litigation.

9. Notices. Any notice, request, demand, consent, approval, or other communication required or permitted under this Agreement will be in writing and shall be delivered by certified mail, by hand delivery or by national overnight delivery (such as FedEx), in all cases with receipt of delivery, addressed to the address or to such other address as the party to be notified shall have specified to the other party as set forth below:

For Buyer to:

Not Your Average Joes, Inc.
151 Campanelli Drive, Suite C
Middleborough, MA
Attn: Joe McGuire

and copy to:

Goulston & Storrs, P.C.
400 Atlantic Avenue
Boston, MA 02111
Attn: Christine Lynch, Esq.

For Seller to:

Bugaboo Creek Holdings, Inc. dba Bugaboo Creek Steakhouse of Seekonk

1450 Route 22 West
Mountainside, New Jersey 07092
Attn: Gary Lembo, CRO

and a copy to:

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

VICTOR & BERNSTEIN, P.C.
18 East 41st Street, 10th Floor
New York, NY 10017
Attn: Saul Victor, Donald Bernstein, and Martha M. Redo

or to such other address of which any party may, by certified or registered mail, hand delivery or national overnight delivery service, in each case with receipt of delivery, notify the other parties. All notices hereunder shall be effective upon receipt. Notices to Escrow Agent shall be sent to:

Wilmington Trust Company
1100 North Market Street
Wilmington, DE 19890
Attn: Margaret Pulgini, Vice President/Section Manager

10. Seller's Closing Deliverables. At the Closing, Seller shall deliver to Buyer the following documents:

- (a) Executed Assignment of Liquor License, transferring and conveying title to Buyer, in accordance with the Sale Approval Order and this Agreement.
- (b) Certificate of Good Standing and/or Tax Compliance issued by the MDOR certifying that Seller is in compliance with its tax obligations, at Buyer's sole cost and expense.

(c) If Buyer so requests in writing at least ten (10) days prior to the Closing, a Certificate of Seller's Good Standing and Legal Existence issued by the Secretary of the Commonwealth of Massachusetts at Buyer's sole cost and expense.

(d) A copy of any order approving the sale of the Liquor License in accordance with this Agreement.

11. Private Sale of Liquor License. Seller agrees that it will seek approval of the sale of the Liquor License by way of a "private sale" and does not intend to request approval of a formal auction process in connection therewith.

12. Professional Fees. Subject to Section 8(c) above, each party shall bear the expense of its own professionals engaged to perform services in connection with this matter.

13. Entire Agreement; Amendments. This Agreement contains the entire agreement between the parties and is intended as a final expression of their agreement and a complete statement of the terms hereof. This Agreement may only be amended, modified, or terminated by written consent of both parties.

14. Assignment. This Agreement shall not be assigned by Buyer without Seller's prior written consent, except that Buyer shall have the right, prior to filing the Application, to assign this Agreement to Owner by written notice to Seller and Escrow Agent on the express condition that Owner will apply for, or have its restaurant tenant apply for, the transfer of the Liquor License to it for use at the Premises, with no further right on the part of the assignee to further assign (provided, however, a collateral assignment of the Liquor License to said assignee's lender shall not be deemed an assignment herein), provided such assignment shall not delay the issuance of the consent to the transfer of the license by the ABCC. Owner and any other permitted assignee shall assume all of the

obligations of Buyer hereunder and shall promptly provide Seller and Escrow Agent with an executed copy of the assignment and assumption agreement in form reasonably satisfactory to Seller.

15. Severability. If any provision of this Agreement, or the application thereof to any party or circumstance, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other parties or circumstances, shall not be affected thereby, and to this end the provisions of this Agreement are declared severable.

16. Benefit. This Agreement shall be binding upon and inure to the benefit and be enforceable against the parties, their respective heirs, executors, administrators, successors, nominees, and permitted assignee.

17. Governing Law. This Agreement is intended to be performed in Massachusetts and shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts. The Court shall have sole jurisdiction to interpret and enforce the terms of this Agreement.

18. Waiver. The failure of Seller or Buyer to insist upon strict performance of any of the covenants or conditions of this Agreement shall not be construed as a waiver by such party of any of its rights or remedies under this Agreement, and shall not be construed as a waiver, relinquishment or failure of any such covenants, conditions, or options.

19. Descriptive Headings. The descriptive headings used herein are for convenience only and they are not intended to indicate all of the matters in the sections which follow them. Accordingly, they shall have no effect whatsoever in determining the rights or the obligations of the parties.

20. Counterparts. This Agreement may be executed with original, faxed, or e-mail signatures in one or more counterparts, each of which, when taken together, shall constitute a single original.

21. Representations. All representations, warranties, agreements, covenants and obligations herein or in any schedule, certificate or exhibit attached hereto are material, shall be deemed to have been relied upon by the other party. Further, all of the same shall be deemed cancelled and satisfied upon entry of any order approving the sale of the Liquor License and the closing of this sale, in accordance with this Agreement.

[BALANCE OF PAGE INTENTIONALLY LEFT BANK;
SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as an instrument under seal as of the date written above.

SELLER:

BUYER:

BUGABOO CREEK HOLDINGS, INC.
DBA Bugaboo Creek Steakhouse of Seekonk

NOT YOUR AVERAGE JOES, INC.

By: _____

Name: Gary Lembo
Title: CRO

By: _____

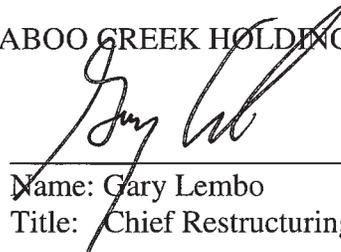
Name: 
Title: Joseph M. Guire
CFO

IN WITNESS WHEREOF, the parties have executed this P&S as of the date written above.

SELLER:

BUGABOO GREEK HOLDINGS, INC.

By: _____


Name: Gary Lembo

Title: Chief Restructuring Officer

EXHIBIT A

FORM OF SALE APPROVAL ORDER
IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

_____)	
In re)	Chapter 11
CB HOLDING CORP., <u>et al.</u> , ¹)	Case No. 10-13683 (MFW)
Debtors.)	Jointly Administered
_____)	

**ORDER APPROVING SALE OF LIQUOR LICENSE
NUMBER 10940017 FREE AND CLEAR OF ALL LIENS,
CLAIMS, ENCUMBRANCES, ATTACHMENTS, AND OTHER INTERSTS**

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.

Upon consideration of the motion (the “Motion”)² of the Debtors for entry of an order pursuant to Bankruptcy Code §§ 105(a) and 363(b)(1), Bankruptcy Rules 2002, 6004, and 9014, and Local Rule 6004-1, approving the sale of Liquor License Number 10940017 to Not Your Average Joe’s, Inc. or its permitted assignee (collectively, the “Buyer”), as described in the Motion and as provided for by the Sale Agreement; 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 the Court having found that good and sufficient cause exists for granting the Motion; and it appearing that the sale of the Liquor License pursuant to the Sale Agreement is within the Debtors’ sound and prudent business judgment; and upon the record of these Chapter 11 cases and any hearings held to consider the Motion; and it appearing that the relief requested in the Motion is appropriate in the context of these cases and in the best interests of the Debtors and their respective estates, creditors, and all other parties-in-interest; and it appearing that notice of the Motion and the relief requested therein was adequate and proper under the circumstances of these cases, including the Notice provided to the Township and the ABCC, and it appearing that no other or further notice need be given;

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. The Debtors are authorized and empowered to sell the Liquor License to the Buyer free and clear of all liens, claims, interests and encumbrances including, without limitation, any liens and/or claims of the Massachusetts Department of Revenue and any delinquency list provided for under Mass Gen. Laws Ch. 138. All liens, claims, interests and encumbrances shall attach to the

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

proceeds of the sale with the same validity, priority, force and effect that they now have, and subject to any claims and defenses that the Debtors and their estates may possess with respect thereto. The Sale Agreement is approved, and the Debtors are authorized to execute the Sale Agreement.

3. The Buyer is deemed a good-faith purchaser of the Liquor License entitled to the protection of Bankruptcy Code § 363(m) with respect to the transactions contemplated by the Sale Agreement.

4. The sale of the Liquor License to the Buyer does not violate the requirements of Bankruptcy Code § 363(n).

5. The Debtors and Buyer are authorized and directed to take all actions, and execute all documents, necessary or appropriate to effectuate the sale of the Liquor License to the Buyer. In connection therewith, the Debtors' Chief Restructuring Officer or any successor or agent established by order of this Court shall be authorized to effectuate any necessary documentation or transfers with the Township and the ABCC, to facilitate the sale and transfer of the Liquor License contemplated and authorized by this order, and the Township and the ABCC are directed to accept any such documentation or transfers submitted to the Debtors' Chief Restructuring Officer or any such successor or agent on behalf of the Debtors.

6. The Debtors and the Buyer are authorized to amend or modify the Sale Agreement without further order of this Court, provided that any such amendments or modifications are non-material and do not have an adverse affect on the Debtors or their estates.

7. If any person or entity that has filed financing statements or other documents or agreements evidencing liens, claims, interests or encumbrances against, or interests in, the Liquor License shall not have delivered to the Debtors prior to the closing of the transactions contemplated in the Sale Agreement, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases and any other documents necessary or desirable to the Buyer for the purpose of documenting the release of all liens, claims, interests or encumbrances that such person or entity has asserted with respect to the Liquor License, then the Buyer is hereby authorized to: (i) execute and file such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Liquor License and (ii) file, register or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all liens, claims, interests and encumbrances against or in the Liquor License.

8. This Order 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, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons and entities who 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 Liquor License, and each of the foregoing entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Sale Agreement.

9. Other than the amount of the Other Assets Resolution Consideration (as defined in the Final Order (I) Authorizing Secured Post-Petition Financing, (II) Authorizing Use Of Cash Collateral, and (III) Granting Adequate Protection (Docket No. 177)) relating to the Liquor License, the net proceeds of the sale of the Liquor License shall be wire transferred to Ally Commercial Finance LLC as soon as practicable after the Closing of the sale.

10. The Debtors are authorized and empowered to take any and all actions necessary to implement the terms of this Order.

11. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry notwithstanding any applicability of Bankruptcy Rule 6004(h) or otherwise.

12. This Court shall retain jurisdiction over all matters arising from or related to the interpretation and implementation of this Order including, without limitation, the transfer of the Liquor License to the Buyer and the protection of the Buyer against any liens, claims, interests or encumbrances that relate to the Debtors or the Liquor License.

Dated: _____, 2011
Wilmington, Delaware

THE HONORABLE MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

Proposed Form of Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
)	Chapter 11
CB HOLDING CORP., <u>et al.</u> , ¹)	
)	Case No. 10-13683 (MFW)
Debtors.)	Jointly Administered
)	
)	Re: Docket No. ____

**ORDER APPROVING SALE OF LIQUOR LICENSE
NUMBER 10940017 FREE AND CLEAR OF ALL LIENS,
CLAIMS, ENCUMBRANCES, ATTACHMENTS, AND OTHER INTERSTS**

Upon consideration of the motion (the “Motion”)² of the Debtors for entry of an

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 pursuant to Bankruptcy Code §§ 105(a) and 363(b)(1), Bankruptcy Rules 2002, 6004, and 9014, and Local Rule 6004-1, approving the sale of Liquor License Number 10940017 to Not Your Average Joe's, Inc. or its permitted assignee (collectively, the "Buyer"), as described in the Motion and as provided for by the Sale Agreement; 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 the Court having found that good and sufficient cause exists for granting the Motion; and it appearing that the sale of the Liquor License pursuant to the Sale Agreement is within the Debtors' sound and prudent business judgment; and upon the record of these Chapter 11 cases and any hearings held to consider the Motion; and it appearing that the relief requested in the Motion is appropriate in the context of these cases and in the best interests of the Debtors and their respective estates, creditors, and all other parties-in-interest; and it appearing that notice of the Motion and the relief requested therein was adequate and proper under the circumstances of these cases, including the Notice provided to the Township and the ABCC, and it appearing that no other or further notice need be given;

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. The Debtors are authorized and empowered to sell the Liquor License to the Buyer free and clear of all liens, claims, interests, and encumbrances including, without limitation, any liens and/or claims of the Massachusetts Department of Revenue and any delinquency list provided for under Mass Gen. Laws Ch. 138. All liens, claims, interests, and encumbrances

Footnote continued from previous page.

²

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

shall attach to the proceeds of the sale with the same validity, priority, force, and effect that they now have and subject to any claims and defenses that the Debtors and their estates may possess with respect thereto. The Sale Agreement is approved, and the Debtors are authorized to execute the Sale Agreement.

3. The Buyer is deemed a good-faith purchaser of the Liquor License entitled to the protection of Bankruptcy Code § 363(m) with respect to the transactions contemplated by the Sale Agreement.

4. The sale of the Liquor License to the Buyer does not violate the requirements of Bankruptcy Code § 363(n).

5. The Debtors and Buyer are authorized and directed to take all actions, and execute all documents, necessary or appropriate to effectuate the sale of the Liquor License to the Buyer. In connection therewith, the Debtors' Chief Restructuring Officer or any successor or agent established by order of this Court shall be authorized to effectuate any necessary documentation or transfers with the Township and the ABCC, to facilitate the sale and transfer of the Liquor License contemplated and authorized by this order, and the Township and the ABCC are directed to accept any such documentation or transfers submitted to the Debtors' Chief Restructuring Officer or any such successor or agent on behalf of the Debtors.

6. The Debtors and the Buyer are authorized to amend or modify the Sale Agreement without further order of this Court, provided that any such amendments or modifications are non-material and do not have an adverse affect on the Debtors or their estates.

7. If any person or entity that has filed financing statements or other documents or agreements evidencing liens, claims, interests, or encumbrances against, or interests in, the Liquor License shall not have delivered to the Debtors prior to the closing of the transactions

contemplated in the Sale Agreement, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases, and any other documents necessary or desirable to the Buyer for the purpose of documenting the release of all liens, claims, interests, or encumbrances that such person or entity has asserted with respect to the Liquor License, then the Buyer is hereby authorized to: (i) execute and file such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Liquor License and (ii) file, register, or otherwise record a certified copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all liens, claims, interests, and encumbrances against or in the Liquor License.

8. This Order 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, 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 that may be required to report or insure any title or state of title in or to the Liquor License, and each of the foregoing entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Sale Agreement.

9. Other than the amount of the Other Assets Resolution Consideration (as defined in the Final Order (I) Authorizing Secured Post-Petition Financing, (II) Authorizing Use Of Cash Collateral, and (III) Granting Adequate Protection (Docket No. 177)) relating to the Liquor License, the net proceeds of the sale of the Liquor License shall be wire transferred to Ally Commercial Finance LLC as soon as practicable after the Closing of the sale.

10. The Debtors are authorized and empowered to take any and all actions necessary to implement the terms of this Order.

11. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry notwithstanding any applicability of Bankruptcy Rule 6004(h) or otherwise.

12. This Court shall retain jurisdiction over all matters arising from or related to the interpretation and implementation of this Order including, without limitation, the transfer of the Liquor License to the Buyer and the protection of the Buyer against any liens, claims, interests, or encumbrances that relate to the Debtors or the Liquor License.

Dated: _____, 2011
Wilmington, Delaware

THE HONORABLE MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE