

[FORM] MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (the "Agreement") is entered into this ___ day of _____, 201_, among and between [], a [] corporation ("Licensee"), and [], a [] corporation ("Manager") and, solely with respect to their obligations pursuant to Sections 17.0 and 20.0, [] (the "Guarantor").

WITNESSETH THAT

WHEREAS, Licensee is selling, and Manager is buying, certain of the assets of CB Holding Corporation, the entity that ultimately owns and operates the assets associated with [] located at [] ("Premises"), in accordance with that certain order (the "Sale Order") of the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), dated _____, 201_ [Docket No. _____], authorizing, among other things, such sale (the "Sale") and entry into this Agreement; and

WHEREAS, Manager cannot use certain of the assets owned by [] to fully operate the business conducted at the Premises without a valid liquor license; and

WHEREAS, Licensee holds a valid Beer, Wine and Liquor license for license year [], license no. [] ("License"), issued by [] ("["]"), which License has used in connection with the operation of the business at the Premises; and

WHEREAS, Manager has filed the necessary application for a transfer of the License from Licensee to the Manager; and

WHEREAS, in connection with the operation of the restaurant operated at the Premises, Manager desires to operate the business, including the wine and liquor service at the Premises (the "Business"), under the License being held by the Licensee until such time as the application for transfer of the License is approved; and

WHEREAS, Licensee agrees to allow the Manager to operate the Business upon the terms and conditions hereinafter set forth; and

WHEREAS, it may not be possible for the applicable licensing board (the "Board") to act upon the transfer of the License from Licensee to Manager prior to the date on which the Sale closes.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, agreements to be kept and performed by the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant as follows:

- 1.0 **Retainer:** Licensee retains and employs Manager as an independent contractor to operate and manage, for and on behalf of the Licensee, the Business. Pursuant to this Agreement, Manager agrees to pay all expenses incurred by Licensee on behalf of Manager or otherwise in connection with Manager's operation of the Business and transfer of the License, including, without limitation, rent, other lease obligations, utility charges, insurance, costs and expenses incurred in connection with the operation, including salaries, wages, benefits and other costs of each employee working in the operation; the cost of consumable inventories, supplies, minor equipment, utensils and other goods (including the replacement of glass ware), repair, replacement and maintenance of equipment, office expenses, liability insurance, all taxes or charges levied or assessed with respect to the operation, including taxes levied or assessed on wages, salaries, beverages, sales and Manager's property, if any, used in the operation, and any penalties, fines, interest and

other expenses reasonably incurred in connection with any protest or litigation of such taxes; licenses or permit fees or other charges attributable to the operation and attorneys' and related professional fees.

- 2.0 Term: This Agreement is effective as of the date of approval of this Agreement by the applicable Board (the "Effective Date"). The term of this Agreement shall be for the shorter of 180 days, commencing on the Effective Date, or until such time as the License is validly transferred to Licensee, unless extended, in writing, for a longer term by the mutual consent of the parties.
- 3.0 Liquor License Application: Manager represents and warrants that it has applied for the transfer of the License from Licensee to Manager or its approved nominee. Manager shall use its commercially reasonable efforts to complete the pending application and promptly obtain all permits necessary to sell alcoholic beverages at the Premises.
- 4.0 No Joint Venture or Partnership Created: Nothing in this Agreement shall be construed as giving rise to a joint venture or partnership, and except as otherwise expressly set forth herein, no party shall have any right, power or authority to create any obligation, express or implied, on behalf of any other party or any right to bind any other party, and Licensee shall not be liable for the debts or obligations incurred by Manager in the operation of the Business or any other businesses.
- 5.0 Continuous Operation: Manager, during the term of this Agreement, shall continuously operate the Business in accordance with the terms of this Agreement, during the hours as permitted by law and consistent with as how the Business was conducted prior to the Effective Date, except when prevented by the destruction of the Premises by fire, any act of God or other casualty.
- 6.0 Operation and Management Duties: Without limiting the generality of the foregoing, Manager shall, at its own sole cost and expense:
 - 6.1 Operate the Business in a first-class, businesslike manner as the same is now operated without any change in the mode of operation, or the general manner in which the Business is conducted and in strict compliance with all federal, state, and local laws, ordinances, rules and regulations pertaining thereto, and shall keep the Premises, in a neat, clean and orderly condition.
 - 6.2 Not permit sales to be made or alcoholic beverages to be served to, or possessed or consumed by, any person in violation of Federal, state, county, or municipal laws, rules and regulations applicable thereto.
 - 6.2.1 Notwithstanding any other provision of this Agreement, all fines and penalties imposed by reason of violations occurring after the Effective Date or failure of Manager to abide by the applicable provisions of law, shall be paid and borne by Manager.
 - 6.3 Throughout the term hereof, Manager shall obtain, maintain, and renew all licenses and permits required to be obtained and maintained in the conduct of the Business and any fees due to any licensing agency for the renewal of licenses and permits shall be at the sole expense of Manager.
 - 6.3.1 All such licenses and permits shall be obtained, maintained, and renewed in the name of Licensee, and all the parties hereto agree to take no action which will cause a revocation or suspension of the same.

- 6.3.2 Licensee and its parent corporations or entities, subsidiaries, assignees, or other transferees, agree to take commercially reasonable efforts to cooperate with all transferals, renewals, and the like regarding any license, permit, registration, and the like that Manager requires in order to fully operate the Business.
- 6.3.3 Licensee and its parent corporations or entities, subsidiaries, assignees, or other transferees, agree to sign all necessary documents, to deliver the documents as reasonably directed by Manager, and perform any other commercially reasonable acts in order to facilitate the transfer, renewal, or maintenance required for any license, permit, registration and the like that Manager requires in order to fully operate the Business. Such transfers shall be limited to a transfer or assignment to Manager or an entity that is wholly-owned by Manager, and in such event, Manager shall not be released from any of its obligations under this Agreement.
- 6.4 Neither use nor permit said Premises, or any part thereof, to be used for any disorderly or unlawful or hazardous or environmentally damaging purpose.
- 6.5 Comply with all the rules and regulations now in effect or that may hereinafter be enacted by the Board (and cooperate in every way with the reasonable requests and directions of liquor inspectors or similar persons or authorities employed by said Board) insofar as the same pertain to the conduct of the Business in and upon the Premises.
- 6.6 Comply with all Federal, state, county, municipal, and any other local laws, ordinances, rules and regulations, now in effect or that may be hereinafter enacted, pertaining thereto.
- 6.7 On or before the Effective Date, Manager shall provide Licensee with a certificate of the insurance confirming the coverage described in Section 10.4. Manager acknowledges that the provision of such insurance coverage is in addition to, and does not limit, Manager's obligations pursuant to Section 17.0.
- 7.0 Duties of Licensee: Subject to any associated or related costs or expenses being advanced by Manager to Licensee, Licensee shall do the following:
 - 7.1 Take commercially reasonable actions to assist and cooperate with Manager in the renewing and transferring, of the License in order that Manager may fully operate the Business. Such transfers shall be limited to a transfer or assignment to Manager or to an entity that is wholly-owned by Manager, and in such event, Manager is not to be released from any of its obligations under this Agreement.
 - 7.2 Licensee shall maintain its License as well as obtain any necessary renewals of its License until the License shall have been validly transferred to Manager.
- 8.0 Records Maintained:
 - 8.1 Manager shall keep and maintain in the Premises, on a daily basis, accurate and adequate records of the Business conducted in such Premises, as required by law or as may be requested by Licensee. All such records, other than those required to be delivered pursuant to Section 8.3, shall be made available for examination by Licensee during reasonable business hours with a written request made two (2) days prior to the time of examination, or less by licensing authorities. Such records shall include, but shall not be limited to, cash register records, purchase records, sale records, employment and payroll records, tax

records, profit and loss statements, balance sheets, and other records normally maintained by such Business.

8.2 Manager shall maintain separate books and records of all purchases and sales of all alcoholic beverages.

8.3 Manager shall maintain all records, follow all recordkeeping and accounting procedures, and prepare all reports in all material respects in the same manner as such records, procedures and reports were maintained and prepared by Licensee with respect to the Business immediately prior to the Effective Date. All such reports shall be provided to Licensee on a daily basis without request by Licensee.

9.0 Payment of Obligations: Any and all obligations that may be incurred by Manager under this Agreement at any time during the term of this Agreement, whether incurred on behalf of Licensee or Manager, shall be promptly paid in full by Manager when due, and to the extent Licensee pays or satisfies any such obligations, Manager shall immediately reimburse Licensee therefor.

10.0 Application of Revenues: All monies received in the operation of the Business shall be collected by Manager and shall be paid and applied to or for the expenses of operating the Business in the following order of priority:

10.1 All reimbursement or payment obligations owed to Licensee under the terms of this Agreement.

10.2 All taxes (whether federal, state or local) withheld or required to be withheld from sales or salaries, including contributions for social security payments, shall be promptly paid when due and payable.

10.3 All licenses, permits and fees required to be paid, shall be paid prior to the expiration date of the existing licenses and permits.

10.4 Public liability insurance policies (including liquor liability) in the amount of not less than the greater of (x) \$1,000,000.00 per occurrence and \$2,000,000.00 per location, and umbrella coverage of \$25,000,000.00 and (y) the amount of coverage carried by Manager at any other restaurant operated by Manager or its affiliates, which insurance shall reflect Licensee as a named insured and shall be primary.

10.5 All alcoholic beverages, and other beverages, other inventory and supplies which are used in the operation of the Business on said Premises. Manager hereby acknowledges and agrees that all alcoholic beverage purchases must be made in the name and on the account of Licensee and that all purchases must be paid for at the time of delivery.

10.6 With respect to employees principally engaged in the Business, all employees' salaries, Federal and state withholding, social security, state and Federal unemployment insurance, personal property taxes, all licenses and permit fees, costs and expenses, including the liquor license fees, and all sales taxes, as and when the same become due and payable.

10.7 Statutory workman's compensation insurance with respect to employees principally engaged in the Business.

10.8 All other costs and expenses incident to the operation and management of the Business.

10.9 The balance of the revenues then remaining shall be the property of Manager.

11.0 Payments by Manager.

11.1 Manager shall make timely payment of all Operating Expenses, and for the cost of all consumable items and inventories. The term "Operating Expenses" means all costs and expenses incurred in connection with the Business, including reimbursement for salaries, wages, benefits and other costs of each employee (including regional managers assigned to Bugaboo Creek) working in the Business; the cost of consumable inventories, supplies, minor equipment, utensils and other goods (including the replacement of glass ware), repair, replacement and maintenance of equipment, office expenses, liability insurance, all taxes or charges levied or assessed with respect to the Business, including taxes levied or assessed on wages, salaries, beverages, sales and Manager's property, if any, used in the Business, and any penalties, fines, interest and other expenses reasonably incurred in connection with any protest or litigation of such taxes; licenses or permit fees or other charges attributable to the Business.

11.2 Licensee hereby consents to the payment of all Operating Expenses Manager herein agrees and stipulates that all payments due and owing to purveyors of alcoholic beverages and all taxing and regulatory agencies, attorney's fees, accounting fees and other operating expenses, shall be paid in the order heretofore recited prior to any payments of concession fees or rentals.

11.3 It is agreed to by the parties, that during the term of this Agreement, Manager shall be solely responsible for costs involved with maintenance, repair, and upkeep of the bar.

11.4 Notwithstanding anything in this Agreement to the contrary, Manager shall assume full responsibility for the payment of all Operating Expenses and make Licensee and its bankruptcy estate (and the bankruptcy estate of any of its affiliates) whole for any and all liabilities related to, or arising from Licensee's performance under, this Agreement.

12.0 Licensee's Right to Terminate:

12.1 Licensee shall have the right to terminate this Agreement upon notice in writing to the Manager, given as provided and to the address listed in Section 19.2 at least five (5) business days before termination of this Agreement, upon the occurrence of any of the following events:

12.1.1.1 Manager defaults in the performance of any obligation, covenant, term or condition set forth herein, and such default is not remedied within a reasonable time, not to exceed ten (10) business days after written notice.

12.1.2 Manager or Guarantor is declared insolvent or bankrupt, or makes an assignment for the benefit of creditors, or in the event that a receiver is appointed or any proceedings are demanded by, for, or against Manager or Guarantor under any provision of the Bankruptcy Code or under the laws of any competent jurisdiction.

12.1.3 Manager abandons the Business without the approval of the Board.

12.1.4 Manager fails to pay any tax or similar obligation when due.

- 12.1.5 Conviction by the licensing authority of more than one liquor violation arising from or at the Premises during the term of this Agreement; provided that the Licensee shall have the right to terminate this Agreement if a second conviction for a violation of state or local liquor laws at the Premises occurs regardless of whether Manager has had an opportunity to appeal this second conviction.
- 12.2 Notwithstanding any other provision of this Agreement, Licensee shall have the right to terminate this Agreement immediately upon notice to Manager given as provided and to the address listed in Section 19.2 if an occurrence, action or omission by Manager shall result in the loss of the License or other irreparable harm to Licensee or with regard to Licensee's ability to hold the License.
- 13.0 Effect of Termination: Upon termination of this Agreement for any reason other than by the completion of the transfer of the License to Manager, Manager shall immediately cease selling beer, wine and liquor, and shall immediately turn over the possession of the License to Licensee.
- 14.0 Licensee's Right to Enter at Any Time: Manager shall provide Licensee the right to itself, its agents, employees, or assigns to enter upon said Premises at any time for any purpose.
- 15.0 Assignment: The interest of Manager in this Agreement may not be assigned or transferred by Manager unless it is transferred or assigned to a business entity wholly-owned by Manager and such transfer or assignment, if necessary, has been approved by the licensing authority. Such transfer or assignment shall not relieve Manager, Guarantor or any transferee or assignee, as applicable, of any of its responsibilities, obligations, or liabilities under this Agreement.
- 16.0 Modification: The parties may not modify, waive or amend any provision of this Agreement unless by mutual consent and done in writing.
- 17.0 Indemnification:
- 17.1 Manager and Guarantor shall indemnify, defend and hold harmless Licensee and its officers, directors, agents, attorneys and shareholders against and from any and all penalties, expenses, losses and liabilities, including reasonable attorney's fees and costs of defense, arising directly or indirectly out of or in connection with Manager's use of Licensee's License in the operation of the Business after the Effective Date and/or a breach by Manager of any of its covenants contained in this Agreement.
- 17.2 Manager and Guarantor shall indemnify, defend and hold harmless the individuals listed on the License against and from any and all penalties, expenses and liabilities, including reasonable attorney's fees and costs of defense, arising directly or indirectly out of or in connection with Manager's use of Licensee's License in the operation of the Business after the Effective Date and/or a breach by Manager of any of its covenants contained in this Agreement.
- 18.0 Survival of Obligations: The obligations imposed upon Manager hereto by the provisions of Sections 9.0, 10.0, 13.0, 17.0, 19.0 and 20.0 shall survive termination of this Agreement and shall remain in full force and effect until barred by the applicable statute of limitations.

19.0 Miscellaneous Provisions:

19.1 This Agreement shall be governed and construed in accordance with the laws of the State of Delaware. The Bankruptcy Court shall have exclusive jurisdiction to enforce and interpret the terms of this Agreement, in accordance with the Sale Order.

19.2 Any notice or communication given by any of the parties hereto to the other party pursuant to this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid to the addresses listed below:

19.2.1 If to Licensee:

c/o CB Holding Corp.

1450 Route 22 West
Mountainside, New Jersey 07092
Attn: Mr. Gary Lembo, CRO and Mr. Edmund J. Schwartz, CFO

with copies to (which shall not constitute notice):

CAHILL GORDON & REINDEL LLP
Attn: John Papachristos, Esq., and Richard A. Stieglitz Jr., Esq.
80 Pine Street
New York, New York 10005

-- and --

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

19.2.2 If to Manager:

[]

with copy to (which shall not constitute notice):

[]

19.2.3 If to Guarantor:

[]

19.2.4 Changes to the above addresses may be made by sending such address changes in writing to the other party.

19.3 This Agreement together with the provisions of the Purchase Agreement referenced herein and the Sale Order sets forth the entire understanding of the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereunder. No

provision of this Agreement is intended, or shall be deemed, to modify or amend any provision of the Purchase Agreement or the Sale Order.

- 19.4 In the event that any of the terms of this Agreement are held invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term or validity of the remaining terms of this Agreement shall in any way be affected thereby and the parties shall use their commercially reasonable best efforts to modify such terms to the least extent possible to make such terms valid, legal, enforceable and consistent with the original intent of the parties hereto.
- 19.5 This Agreement may be executed in any number of counterparts, each of which are in all respect identical and each of which shall be deemed to be complete in and of itself so that anyone may be introduced into evidence or used for any other purpose without the production of the other counterparts.

20.0 Guarantee:

- 20.1 The Guarantors, jointly and severally, absolutely, irrevocably and unconditionally guarantee to the Licensee (and its successors and assigns) the full and prompt payment, satisfaction and performance of the all obligations of Manager, and further hereby unconditionally guarantee the full and timely performance and observance of all the covenants, terms, conditions and agreements to be performed and observed by Manager (and its successors and assigns), in each case, pursuant to this Agreement. The Guarantors covenant and agree to and with Licensee (and their successors and assigns) that if Manager (or its successors and assigns) should default beyond all applicable notice and cure periods in the payment of amounts owed or in the performance and observance of any of the covenants, terms, conditions or agreements contained in this Agreement, the Guarantors will forthwith pay such amounts, and any arrears thereof, to Licensee (or its successors and assigns), and will forthwith faithfully perform and fulfill all of such covenants, terms, conditions and agreements.
- 20.2 This guaranty is an absolute and unconditional guaranty of payment and of performance. It shall be enforceable against the Guarantors (and their successors and assigns) without the necessity of any suit or proceedings on Licensee's part of any kind or nature whatsoever against Manager (or its successors and assigns) and without the necessity of any notice of nonpayment, nonperformance or nonobservance of any notice of acceptance of this guaranty, all of which the Guarantors (for the Guarantors and their successors and assigns) hereby expressly waive. The Guarantors' obligations hereunder shall in no way be terminated, affected, diminished, or impaired by reason of the assertion of the failure to assert by Licensee against Manager (or its successors and assigns) of any of the rights or remedies reserved to Licensee pursuant to this Agreement or by relief of Manager (or its successors and assigns) from any of its obligations hereunder or otherwise by: (i) the release or discharge of Manager (or its successors and assigns) in any creditor's proceedings, receivership, bankruptcy or other proceedings; (ii) the impairment, limitation or modification of the liability of Manager (or its successors and assigns) in bankruptcy, or of any remedy for the enforcement of such person's said liability under this Agreement resulting from the operation of any present or future provision of the Federal Bankruptcy Code, as amended from time to time, or any other statute, or from the decision in any court; or (iii) the rejection or disaffirmance of this Agreement in any such proceedings.

20.3 This guaranty shall be a continuing guaranty and the liability of the Guarantors shall in no way be affected, modified or diminished by reason of (i) any assignment, amendment, renewal, expansion, supplement, modification or waiver of, or change in, any of the terms, covenants, conditions or provisions of this Agreement, or by reason of any extension of time that may be granted by the Licensee to Manager (or its successors and assigns) or (ii) the invalidity or unenforceability of this Agreement or any provision hereof.

[Signatures on Following Page]

[Signatures to Management Agreement]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the day and year first above written.

ATTEST: _____

ATTEST: _____

LICENSEE:
[]
By: _____
Name:
Title:

ATTEST: _____

ATTEST: _____

MANAGER:
[]
By: _____
Name:
Title:

ATTEST: _____

ATTEST: _____

GUARANTOR:
[]
By: _____
Name:
Title: