

EXECUTION VERSION

DISCLOSURE SCHEDULE

TO THE

ASSET PURCHASE AGREEMENT

BY AND AMONG

CB HOLDING CORP.,
BUGABOO CREEK ACQUISITION, LLC,
BUGABOO CREEK HOLDINGS, INC.,
BUGABOO CREEK OF SEEKONK, INC.,

as Sellers,

CHARLIE BROWN'S ACQUISITION CORP.
and
CHARLIE BROWN'S INC.,
Sellers solely as to any Assigned Intellectual Property

AND

LANDRY'S SEAFOOD HOUSE - NORTH CAROLINA, INC.,

as Purchaser

DATED AS OF
February 2, 2011

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INTRODUCTION

This disclosure schedule (the "Disclosure Schedule") dated February 2, 2011, is delivered by CB Holding Corp., a New Jersey corporation (the "Parent"), Bugaboo Creek Acquisition, LLC, a Delaware limited liability company ("Bugaboo Acquisition") Bugaboo Creek Holdings, Inc., a Delaware corporation ("Bugaboo Holdings"), Bugaboo Creek of Seekonk, Inc., a Massachusetts corporation ("Seekonk" and together with Parent, CB Acquisition, Bugaboo Acquisition, Bugaboo Holdings and each additional subsidiary of the Parent listed as a Seller on the signature pages hereto, each a "Seller" and collectively the "Sellers"), Charlie Brown's Acquisition Corp., a Delaware corporation ("CB Acquisition"), Charlie Brown's Inc., a New Jersey corporation ("Charlie Browns", together with CB Acquisition, Sellers solely as to any Assigned Intellectual Property) pursuant to the Asset Purchase Agreement by and among Sellers and Landry's Seafood House - North Carolina, Inc., a North Carolina corporation ("Purchaser") dated as of February 2, 2011 (the "Agreement").

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

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

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