

**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

**NOTICE OF HEARING TO APPROVE THE SALE OF THE
DEBTORS' ASSETS COMPRISING CHARLIE BROWN'S STEAKHOUSE BUSINESS
AND ASSUMPTION AND ASSIGNMENT OF CERTAIN RELATED
EXECUTORY CONTRACTS AND UNEXPIRED LEASES RELATING THERETO**

PLEASE TAKE NOTICE OF THE FOLLOWING:

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

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

“Debtors”) have entered into a Purchase Agreement (the “Agreement”) to sell the assets (the “Assets”) comprising the Charlie Brown’s Steakhouse business (the “Business”) to CB Restaurants, Inc., which is an affiliate of Praesidian Capital Opportunity Fund III-A LP (the “Stalking Horse Bidder”), subject to higher and better offers and Bankruptcy Court approval, and to assume and assign the Assumed Agreements to the Stalking Horse Bidder or to such other party making a higher and better offer for the Assets, and they have, by motion dated February 17, 2011 (Docket No. []) (the “Motion”),² sought, among other things, approval of the process and procedures through which they will seek proposals for the purchase of the Assets.

2. In the Motion, the Debtors requested that the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) enter an order (the “Sale Procedures Order”) approving the Motion and the Sale Procedures for the purchase of the Assets and authorizing the Debtors to enter into the Agreement, subject to the terms and conditions thereof. The Court entered the Sale Procedures Order on [], 2011. A copy of the Agreement, the Motion, the Sale Procedures Order, the Sale Procedures, and the Cure Amount Schedule may be obtained by visiting www.cbhinfo.com or by reasonable request to counsel for the Debtors: (a) Cahill Gordon & Reindel LLP, Eighty Pine Street, New York, New York 1005 (Attn: Joel H. Levitin, Richard A. Stieglitz Jr., and Maya Peleg), fax number: (212) 369-5420, and (b) Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 (Attn: Mark D. Collins and Christopher M. Samis), fax number: (302) 651-7701. All counterparties to the Assumed Contracts will also receive a separate notice of the proposed cure amounts and a copy of the Cure Amount Schedule.

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

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

bidding protections that will be provided to the Stalking Horse Bidder, including the payment of an Expense Reimbursement Fee of \$185,000, under certain terms and conditions.

4. The Sale Procedures Order provides for the following key dates³ in connection with the sale of the Assets:⁴

Event	Date
Bid Deadline	[March 28], 2011 at 4:00 p.m. (ET)
Auction (if Qualified Bids are Received)	[March 31], 2011 at 10:00 a.m. (ET)
Sale Objection Deadline	[March 29], 2011 at 4:00 p.m. (ET)
Objection to the Proposed Cure Amount or Assumption and Assignment of an Assumed Agreement	[March 29], 2011 at 4:00 p.m. (ET)
Sale Hearing	[April 5], 2011 at [: .m.] (ET)

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

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

³ [NOTE THAT THESE AND ALL OTHER DATES SET FORTH IN THIS PROPOSED FORM OF NOTICE REPRESENT THE DATES THE DEBTORS HAVE REQUESTED IN THE MOTION, AND REMAIN SUBJECT TO A FURTHER DETERMINATION AND APPROVAL BY THE COURT.]

⁴ A copy of the Motion, the Sale Procedures Order, and the Sale Procedures may be obtained by visiting www.cbhinfo.com.

New York 10022 (Attn: Eliot L. Relles), fax number: (212) 593-5955; (v) counsel to the Committee, Pachulski Stang Ziehl & Jones LLP, (a) 10100 Santa Monica Boulevard, 11th Floor, Los Angeles, California 90067 (Attn: Jeffrey N. Pomerantz), fax number: (310) 201-0760, and (b) 919 North Market Street, 17th Floor, Wilmington, Delaware 19899-8705 (courier 19801) (Attn.: Bradford J. Sandler), fax number: (302) 625-4400; (vi) the Office of the United States Trustee, J. Caleb Boggs Federal Building, 844 King Street, Suite 2313 Lockbox 35, Wilmington, Delaware 19801 (Attn: Juliet Sarkessian), fax number: (302) 573-6497; and (vii) the Stalking Horse Bidder, c/o Praesdian Capital, 419 Park Avenue South, Suite 800, New York, New York 10016 (Attn: Jason D. Drattell), fax number: (212) 520-2601, and counsel to the Stalking Horse Bidder, (a) Morrison Cohen LLP, 909 Third Avenue, New York, New York 10022-4784 (Attn: Stephen I. Budow and Andrea Fischer), fax number: (212) 735-8708, and (b) Bayard, P.A., 222 Delaware Avenue, Suite 900, P.O. Box 25130, Wilmington, Delaware 19899 (Attn: Neil B. Glassman), fax number: (302) 658-6395; so as to be **actually received** by [March 29], 2011 at 4:00 p.m.

6. Objections to the assumption and assignment of the Assumed Agreements or the Proposed Cure Amounts in connection with the proposed Sale of the Assets must (a) be in writing, (b) state the basis of such objection with specificity, (c) be served upon: (i) counsel to the Debtors, Cahill Gordon & Reindel LLP, Eighty Pine Street, New York, New York 1005 (Attn: Joel H. Levitin, Richard A. Stieglitz Jr., and Maya Peleg), fax number: (212) 369-5420, and Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 (Attn: Mark D. Collins and Christopher M. Samis), fax number: (302) 651-7701; (ii) counsel to Ally Commercial Finance LLC, Vedder Price P.C., 222 N. LaSalle Street, Suite 2600, Chicago, Illinois 60601 (Attn: Douglas J. Lipke), fax number: (312) 609-5005; (iii) counsel to Wells Fargo Capital Finance, Inc., Bingham McCutchen LLP, 399 Park Avenue, New York, New York, 10022-4689 (Attn: Katherine G. Weinstein), fax number: (212) 752-5378; (iv) counsel to Ableco Finance LLC, Schulte Roth & Zabel LLP, 919 Third Avenue, New York,

New York 10022 (Attn: Eliot L. Relles), fax number: (212) 593-5955; (v) counsel to the Committee, Pachulski Stang Ziehl & Jones LLP, (a) 10100 Santa Monica Boulevard, 11th Floor, Los Angeles, California 90067 (Attn: Jeffrey N. Pomerantz), fax number: (310) 201-0760, and (b) 919 North Market Street, 17th Floor, Wilmington, Delaware 19899-8705 (courier 19801) (Attn.: Bradford J. Sandler), fax number: (302) 625-4400; (vi) the Office of the United States Trustee, J. Caleb Boggs Federal Building, 844 King Street, Suite 2313 Lockbox 35, Wilmington, Delaware 19801 (Attn: Juliet Sarkessian), fax number: (302) 573-6497; and (vii) the Stalking Horse Bidder, c/o Praesdian Capital, 419 Park Avenue South, Suite 800, New York, New York 10016 (Attn: Jason D. Drattell), fax number: (212) 520-2601, and counsel to the Stalking Horse Bidder, (a) Morrison Cohen LLP, 909 Third Avenue, New York, New York 10022-4784 (Attn: Stephen I. Budow and Andrea Fischer), fax number: (212) 735-8708, and (b) Bayard, P.A., 222 Delaware Avenue, Suite 900, P.O. Box 25130, Wilmington, Delaware 19899 (Attn: Neil B. Glassman), fax number: (302) 658-6395; so as to be **actually received** by [March 29], 2011 at 4:00 p.m., (d) specify the objecting party's asserted cure amounts, if any, and (e) be accompanied by appropriate supporting documentation demonstrating the calculation of the cure amount, as claimed. **Unless such an objection to the proposed assumption and assignment of an Assumed Agreement and/or to the Cure Amount Schedule is timely and properly filed, all non-debtor parties to the Assumed Agreements shall be deemed to have consented, as applicable, to the applicable provisions of the Cure Amount Schedule and/or be forever barred from objecting thereto in the future or objecting to the proposed assumption and assignment thereof to the Stalking Horse Bidder or the Successful Bidder (as applicable).**

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

8. Any party wishing to make a competing bid for the Assets must do so in compliance with the Sale Procedures no later than [March 28], 2011, at 4:00 p.m.

9. All counterparties to the Assumed Agreements will be provided with the

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

Dated: [_____, ____], 2011
Wilmington, Delaware

Respectfully submitted,

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