

ASSET PURCHASE AGREEMENT

BY AND AMONG

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

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

VILLA ENTERPRISES LTD., LLC

DATED AS OF
~~December [], 2010~~ JANUARY 4, 2011

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Third Party Consents and Governmental Approvals

Non-Solicitation and Non-Hire

Purchaser Consents

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ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT (this "Agreement") made and entered into this ~~4~~¹th day of ~~December, 2010~~^{January, 2011} among Charlie Brown's Inc, a New Jersey corporation ("Charlie Brown's"), The Office at Bridgewater, Inc., a New Jersey corporation ("Bridgewater"), The Office at Cranford, Inc., a New Jersey corporation ("Cranford"), The Office at Montclair, Inc., a New Jersey corporation ("Montclair"), The Office at Morristown, Inc., a New Jersey corporation ("Morristown"), The Office at Ridgewood, Inc., a New Jersey corporation ("Ridgewood"), The Office at Summit, Inc., a New Jersey corporation ("Summit" and, together with Charlie Brown's, Bridgewater, Cranford, Montclair, Morristown and Ridgewood, each a "Seller" and collectively the "Sellers"), Charlie Brown's Mark Corp., a Delaware corporation, and Villa Enterprises Ltd., LLC, a Delaware limited liability company ("Purchaser").

RECITALS

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

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

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

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

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

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

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

ARTICLE I SALE OF ASSETS; EXCLUDED ASSETS

SECTION 1.01. Transferred Assets. Sellers hereby agree to, sell, assume and assign and deliver to Purchaser, and Purchaser hereby agrees to purchase and accept from the Sellers, all of the

Sellers' right, title and interest in and to the following assets (but specifically excluding the Excluded Assets) free and clear of all Liens (such assets shall be collectively referred to herein as the "Assets"):

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

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

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

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

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

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

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

(h) Intellectual Property. All Intellectual Property Rights used by the Sellers exclusively in connection with the Business set forth on Section 1.01(h) of the Disclosure Schedule,

including all goodwill associated therewith, to the extent assignable in accordance with applicable Law (the “Assigned Intellectual Property”) upon the Initial Effective Transfer Date; provided that the Sellers will be granted a license to use such Intellectual Property in connection with each Restaurant that is not yet transferred to Purchaser pursuant to the terms and conditions of a licensing agreement which is to be executed at the Initial Closing Date by the Purchaser and Sellers in ~~accordance with, and as provided for by, this Agreement~~ the form annexed hereto as Exhibit G (the “Intellectual Property License Agreement”);

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

(j) [RESERVED];

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

(l) [RESERVED];

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

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

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

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

(a) [RESERVED];

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

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

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

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

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

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

(a) As used in this Agreement, the term “Transferable Restaurant”, shall mean a Restaurant that satisfies all conditions to the obligations of the Parties to consummate the sale and transfer of such Restaurant or has been granted a waiver of such conditions (other than conditions with respect to actions the respective Parties shall take at the Final Effective Transfer Date), including, but not limited to, all necessary approvals of the Bankruptcy Court, and counsel to Purchaser having confirmed that all necessary approvals have been given to the assignment of the Liquor License related to that Restaurant).

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

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

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

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

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

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

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

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

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

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

(c) The Sellers shall schedule hearings to consider the Sale Procedures Motion and the Sale Motion as soon as possible so as to obtain entry by the Bankruptcy Court of the Sale Procedures Order no later than January 3, 2011, establishment of a deadline for submission of bids no later than January 14, 2011, fixing an Auction by no later than January 18, 2011, and entry by the Bankruptcy Court of the Approval Order no later than January 20, 2011, or such other dates as may be required by the Bankruptcy Court.

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

(e) [RESERVED].

(f) Sellers agree that the Sales Procedures for the Auction shall also include the requirement that (i) the bidding occurs in increments of Purchaser’s Purchase Price, plus the Expense Reimbursement Fee and in \$50,000 increments thereafter (*i.e.*, the additional overbid must be in the amount of ~~\$3,650,000~~ 3,615,000).

ARTICLE III **TRANSITIONAL SUPPORT**

SECTION 3.01. [RESERVED].

SECTION 3.02. [RESERVED].

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

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

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

SECTION 6.05. Notification of Certain Matters.

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

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

SECTION 6.06. [RESERVED].

SECTION 6.07. Licenses and Permits. Purchaser shall use its commercially reasonable efforts, but always in compliance with applicable Law, to secure from the applicable licensing authorities (i) all Liquor Licenses other than the Assigned Liquor Licenses required for Purchaser's operation of the Restaurants; (ii) consent to the assignment to Purchaser of the Assigned Liquor Licenses, to the extent necessary and issuance of any necessary temporary or provisional Permits required for the Purchaser's continued operation of the Restaurants; and (iii) all Permits required for the operation of the Restaurants that are not transferable by the Sellers. ~~No later than January 15, 2011,~~ The later to occur of February 4, 2011 or a final non-appealable Sale Procedures Order. Purchaser shall had made all complete government filings, including but not limited to each local issuing authority, for purposes of transferring all

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

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

ARTICLE VII **CASUALTY AND CONDEMNATION**

SECTION 7.01. Casualty.

(a) Until the applicable Closing Date, Sellers shall maintain the same or substantially the same (the definition of "substantially" herein meaning no material change in coverage) casualty insurance coverage for the Leased Real Property as is currently carried by Sellers. If prior to such Closing Date any portion of any of the improvements located on any Leased Real Property is damaged or destroyed by fire or other casualty, then Sellers shall (i) promptly deliver written notice to Purchaser of the occurrence of such casualty (and of any action by the landlord pursuant to clause (x) of the following sentence) and (ii) commence repairs and protections required under applicable insurance policies and land use requirements to safeguard the property in question. If, as a result of such damage or destruction to Leased Real Property, (x) the landlord under such Real Property Lease has the right to terminate such Real Property Lease as a result of such damage, destruction or other casualty and, in fact, terminates such Real Property Lease within the time specified in the applicable Real Property Lease, (y) the applicable Seller or party to such Real Property Lease has a right to terminate such Real Property Lease and Purchaser notifies Sellers that it elects to have that termination right exercised which notice is received by Sellers in reasonably sufficient time to allow the applicable Seller to exercise such right, or (z) the damage to such Leased Real Property is of a substantial nature that cannot reasonably be expected to be repaired within six (6) months, then Purchaser may elect to terminate this Agreement as to the real property subject to such Real Property Lease only by the provision of prior written notice to the applicable Seller (the "Casualty Termination Notice"). The Casualty Termination Notice shall be provided to Sellers (i) in the case of (x) and (z), within ten (10) business days after the later of Purchaser's receipt of Sellers' notice of the

ARTICLE VIII
CONDITIONS TO CLOSING

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

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

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

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

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

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

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

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

(d) **[RESERVED].**

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

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

(g) **Intellectual Property Assignment.** ~~Prior to~~On the Initial Closing Date, Purchaser shall have received an Assignment of Copyrights in substantially the form attached hereto as Exhibit D and

governmental real property disclosure requirements, (ii) an assignment to Purchaser of all the Sellers' right, title and interest in security deposits relating to the Assumed Lease of such Restaurant or insurance proceeds of such Restaurant payable to Purchaser pursuant to Section 7.01, if any, and (iii) all keys for such Restaurant.

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

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

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

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

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

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

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

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

(d) Escrow Agreement. The Escrow Agreement shall be executed ~~prior to the filing~~ within one business day of the ~~Sales Procedures Motion~~ date hereof.

(e) Intellectual Property License Agreement. The Intellectual Property License Agreement ~~shall be agreed to in form by Purchaser and Sellers prior to the filing of the Sales Procedures Motion~~, shall be executed on the Initial Closing Date and will provide in substance that (i) following the Initial Closing Date, Purchaser will grant Sellers separate royalty-free licenses for each untransferred Restaurant to all Assigned Intellectual Property (each a "Restaurant Intellectual Property License"), (ii) each Restaurant Intellectual Property License will terminate upon the Closing Date of the Restaurant associated therewith and (iii) if the Agreement hereby is terminated by Purchaser, each Restaurant

Intellectual Property License then outstanding will last for a term of 16 months following the Final Closing Date, be fully transferable by the Sellers and be royalty-free.

(f) [RESERVED].

(g) [RESERVED].

(h) [RESERVED].

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

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

ARTICLE IX **TERMINATION**

SECTION 9.01. Termination of Agreement.

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

(b) Termination by Purchaser. Purchaser may terminate this Agreement by giving written notice to Sellers at any time (i) in the event Sellers have breached any covenant contained in this Agreement in any material respect, Purchaser has notified Sellers of the breach, and the breach has continued without cure for a period of five (5) business days after the notice of breach, (ii) [RESERVED], (iii) if the Sale Procedures Order, in the form annexed hereto as Exhibit F inclusive of approving the Expense Reimbursement Fee set forth in Section 9.04 hereof, or as otherwise acceptable in the reasonable discretion of Purchaser, shall not have been entered by the Bankruptcy Court on or before January 3, 5, 2011, (iv) after the Termination Deadline, by reason of the failure of any condition precedent under Article VIII hereof (unless the failure results primarily from Purchaser itself breaching any representation, warranty, or covenant contained in this Agreement) or (v) if the Approval Order, in the form annexed hereto as Exhibit C or as otherwise acceptable in the reasonable discretion of Purchaser, which shall include an exemption from, or relief from complying with, bulk sales laws or similar state, federal or local laws, rules or regulations, shall not have been entered by the Bankruptcy Court on or before January 20, 2011, except otherwise extended, or if the effectiveness of the Approval Order shall have been modified, reversed, vacated, stayed, restrained, dissolved or enjoined;

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

the failure results primarily from a Seller breaching any representation, warranty, or covenant contained in this Agreement); and

(d) Notwithstanding anything contained herein to the contrary, if by ~~June 15,~~July 1, 2011 (the “Termination Deadline”) the approval for the transfer to Purchaser of all the Assigned Liquor Licenses and Assumed Leases shall not have been obtained, the Agreement will terminate; provided that the Termination Date shall automatically extend for successive 30-day periods if Purchaser is working in good faith to obtain the approval for the transfer of the Assigned Liquor Licenses and Assumed Leases. At any point following the Termination Deadline, Purchaser may then terminate this Agreement and its obligations hereunder in respect of each such Restaurant, by giving written notice to Sellers and to the Escrow Agent. Escrow Agent shall then release from escrow and pay to Purchaser, in the manner described by the Escrow Agreement, an amount equal to the amounts that would have been transferred under Section 2.02 (g) if the Restaurant(s) had been deemed Transferable Restaurant(s).

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

SECTION 9.03. [RESERVED].

SECTION 9.04. Expense Reimbursement Fee. In the event that the Bankruptcy Court authorizes an Alternative Transaction prior to any termination of this Agreement by either Party (which transaction may be due to a third party making a higher or better offer than Purchaser’s offer), then at the earlier of (i) the point in time at which the Sellers actually receive at least two million ~~five~~four hundred ~~sixty-five~~ thousand Dollars (~~\$2,500,000~~2,465,000) in proceeds from the closing of such Alternative Transaction and (ii) the second closing of such Alternative Transaction in accordance with the Sales Procedures, Sellers will pay to the Purchaser the sum of ~~two~~one hundred ~~sixty-five~~ thousand Dollars (~~\$200,000.00~~165,000.00) which amount is inclusive of any (a) fees and expenses incurred by Purchaser in connection with this Agreement or any of the transactions contemplated hereunder, (b) the preparation and negotiation of this Agreement and related documents, (c) legal fees and costs incurred by Purchaser in connection with the collection of these amounts, and (d) a break-up fee for participating as the “stalking horse bidder” (collectively, the “Expense Reimbursement Fee”). Purchaser shall not be obligated to document any of its fees or expenses or to establish that its actual fees and expenses are or will be equal to the Expense Reimbursement Fee or any other minimum amount. The Expense Reimbursement Fee shall be paid in cash from the proceeds of and concurrent with the closing of any Alternative Transaction or as otherwise ordered by the Bankruptcy Court. The Expense Reimbursement Fee shall be paid as, and constitute an administrative expense of Sellers under Sections 503(b)(1) and 507(a)(1) of the Bankruptcy Code. The ~~Sales Procedure~~Sale Procedures Order shall provide for approval of this provision.

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

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

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

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

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

SECTION 12.06. Transfer Taxes and Prorations.

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

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

SECTION 12.07. Notification of Sale. Prior to the Initial Closing Date, Purchaser shall (notwithstanding the Approval Order or any subsequent order of the Bankruptcy Court) submit any forms required by the Department of Treasury, Division of Taxation, State of New Jersey relating to notification

of sale, transfer or assignments in bulk for the transactions contemplated in this Agreement (the “Notification”). Sellers shall cooperate with and provide to Purchaser any information required by Purchaser to complete the Notification. In addition, Sellers shall complete any asset transfer tax declaration form as required by the Department of Treasury, Division of Taxation, State of New Jersey (the “Declaration”) and deliver each completed Declaration to Purchaser’s counsel so that Purchaser’s counsel can submit the Declaration at the same time that Purchaser’s counsel submits the Notification.

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

SECTION 12.09. Dispute Resolution.

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

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

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

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

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

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

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

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

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

[Signatures on Following Page]

EXHIBIT A

RESTAURANTS

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