

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

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

**DECLARATION OF CHIEF RESTRUCTURING
OFFICER GARY LEMBO IN SUPPORT OF CONFIRMATION
OF DEBTORS' MODIFIED FIRST AMENDED JOINT PLAN OF
LIQUIDATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

Gary Lembo declares, under penalty of perjury, pursuant to 28 U.S.C. § 1746, as follows:

1. I am a Managing Director of CRG Partners Group LLC (“CRG”) with my principal office at 477 Madison Avenue, Suite 1220, New York, New York.
2. I submit this declaration in support of confirmation of the *Debtors’ Modified First Amended Joint Plan of Liquidation under Chapter 11 of the Bankruptcy Code*, dated January 4, 2012 (as may be amended, modified, and/or supplemented, the “Plan”).¹ Except as otherwise noted, the facts stated herein are within my personal knowledge or were obtained through my or my colleague’s review of certain documents filed with the Bankruptcy Court and of other non-public documents.
3. CRG was retained prior to the Petition Date to serve as the Debtors’ financial and restructuring advisors, and I have been the Chief Restructuring Officer of the Debtors since on or about the Petition Date. I have worked in the financial restructuring industry

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan.

for over 15 years, representing a diverse set of constituents, including underperforming companies from a wide range of industry segments. I hold a bachelor's degree in accounting and an MBA from Rutgers, The State University of New Jersey, as well as a bachelor's degree in criminal justice from the University of Maryland.

4. CRG is a national consulting firm that specializes in corporate restructurings, operations improvement, interim management, litigation analytics, valuations, and bankruptcy case management services, is nationally recognized as one of the preeminent turnaround firms, and is well respected in the turnaround industry. CRG has extensive experience working with and for distressed companies in complex financial and operational restructurings both out-of-court and in Chapter 11 proceedings throughout the United States.

5. To that end, CRG professionals have advised debtors, creditors, and equity constituents in numerous reorganizations, which advisory services have included advising on the restructuring of debt and equity securities, financial analysis and budgeting, forecasting, cash management, operational assessments and improvements, sale of businesses in whole and in part, raising of capital, and the provision of interim management services. CRG has extensive experience working with financially-troubled companies in complex financial restructurings in a broad range of industries, including the restaurant and hospitality industry. Such experience includes, but is not limited to, having served as restructuring and/or financial advisors for Checkers, Fuddruckers Inc., Popeye's, Tavern on the Green, and Uno Restaurants, and CRG has advised troubled companies with sales ranging from \$50 million to over \$2 billion in a broad range of other industries.

Background

6. On 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.

7. The Debtors continue to manage their remaining properties as debtors-in-possession pursuant to Bankruptcy Code §§ 1107 and 1108. No trustee or examiner has been appointed in these Chapter 11 Cases.

8. On December 1, 2010, the United States Trustee appointed the Creditors Committee for these Chapter 11 Cases.

9. Prior to the Petition Date, and for some period of time thereafter, the Debtors owned and operated the restaurant brands known as Charlie Brown's Steakhouse, Bugaboo Creek Steak House, and The Office Beer Bar & Grill. During these Chapter 11 Cases, the Debtors have marketed and sold substantially all of their assets.

10. The sale of Bugaboo Creek closed on April 21, 2011, and the final closings for The Office and Charlie Brown's occurred on June 24, 2011, and July 28, 2011, respectively. The Debtors have worked since then with key parties-in-interest to wind-down their estates and these Chapter 11 Cases.

11. On August 1, 2011, the Debtors filed the initial proposed plan [ECF No. 944] and accompanying proposed disclosure statement [ECF No. 945]. On December 29, 2011, the Debtors filed amended versions of each [ECF Nos. 1149 and 1151, respectively]. On January 4, 2012, the Debtors filed the Modified First Amended Disclosure Statement and the Modified First Amended Joint Plan of Liquidation under Chapter 11 of the Bankruptcy Code

[ECF No. 1157]. The Disclosure Statement was approved by an order of this Court on January 5, 2012 [ECF No. 1162].

12. The Confirmation Hearing to consider Confirmation of the Plan is currently scheduled for February 23, 2012.

The Terms of the Plan

13. I have reviewed the Plan and the Disclosure Statement, and I am familiar with the terms and provisions thereof. The Plan is the result of extensive negotiations during these Chapter 11 Cases between the Debtors, the Creditors Committee, the Pre-Petition Lenders, and the DIP Facility Lender, among other parties. Accordingly the Plan represents a consensual means for finalizing these Chapter 11 Cases, as the primary creditor constituencies all support Confirmation of the Plan, and both of the Pre-Petition Lenders that voted on the Plan voted to accept.

14. After having successfully sold their three primary restaurant chains and the majority of their liquor licenses pursuant to Bankruptcy Code § 363 sales that generated proceeds in excess of \$20 million (the “Sales”), the Debtors have submitted their proposed Plan in order to resolve and wind-down these Chapter 11 Cases. The Debtors thus believe that the Plan, and the creation of the Liquidating Trust contemplated thereby, represents the best possible outcome in these Chapter 11 Cases for the Debtors, their Estates, their creditors, and other parties-in-interest.

The Plan Incorporates Two Major Settlements

15. The Plan incorporates two settlements reached between the major creditor constituencies for the distribution of the proceeds of the Sales and other litigation settlement proceeds. The first such settlement was initially set forth in the DIP Facility Order, which

included an agreement and resolution (as described below, the “Lenders/Committee Resolution”) among the Debtors, the Creditors Committee, the DIP Facility Lender, and the Pre-Petition Lenders, resolving the Creditors Committee’s asserted objections to the DIP Facility and providing for the allocation of net proceeds of the Sales and other assets during these Chapter 11 Cases.

16. Specifically, as set forth in Paragraph 33 of the DIP Facility Order, and as memorialized and effectuated by the Plan, in exchange for the Creditors Committee’s agreement to consent to the terms of the DIP Facility Order, under the Lenders/Committee Resolution, the DIP Facility Lender and the Pre-Petition Lenders agreed to share certain proceeds of the Sales and liquidation of the Debtors’ Estates, as follows:

- \$125,000 plus five percent (5%) of the net proceeds (after costs of sale) from the sale of The Office in excess of \$2.5 million (the “Office Shared Proceeds”) will be paid to the Estates (as opposed to the Pre-Petition Lenders or the DIP Facility Lender) to be distributed under the Plan to General Unsecured Creditors, and the first \$125,000 of such proceeds will be distributed to Holders of Allowed General Unsecured Claims and will not be shared with the Pre-Petition Lenders on account of the Pre-Petition Lenders Deficiency Claim (the “Office Resolution Consideration”);
- \$125,000 (the “First \$125,000”) plus four percent (4%) of the net proceeds from the sale or liquidation of the Debtors’ estates (other than (i) The Office Restaurants, (ii) the D&O Claim, and (iii) Avoidance Actions) in excess of \$4 million (the amount over \$4 million, the “Sharing Percentage Recovery”) will be paid to the Estates to be distributed under the Plan, and the First \$125,000 and the first \$125,000 of the Sharing Percentage Recovery will be distributed to Holders of Allowed General Unsecured Creditors and will not be shared with the Pre-Petition Lenders on account of the Pre-Petition Lenders Deficiency Claim; and
- 50% of the net proceeds (after litigation fees, costs, and expenses) of the D&O Claim will be paid to the Estates to be distributed under the Plan (the “D&O Shared Proceeds”), with the first \$1,000,000 of the D&O Shared Proceeds to be distributed under the Plan to General Unsecured Creditors and will not be shared with the Pre-Petition Lenders as Holders of General Unsecured Claims (the “D&O Resolution Consideration”).

17. The second settlement memorialized in Plan Section IV.D.2(h) fully resolved any remaining issues between the Creditors Committee, on the one hand, and the DIP Lender and the Pre-Petition Lenders, on the other hand, related to funding distributions under the Plan. Such settlement provides, in pertinent part:

- 50% of the aggregate amount of (A) if, prior to the Effective Date, the Debtors' and the Creditors Committee's respective Professionals' fees and expenses, and (B) if on and after the Effective Date, the Liquidating Trustee's professionals' fees and expenses, and all other fees and expenses associated with pursuing the D&O Claims, Avoidance Actions, and other Transferred Causes of Action, to the extent not provided for in the Plan Fund, will be deducted from the amount of gross proceeds thereof before calculating the net amounts to be distributed on account thereof to the Holders of Allowed General Unsecured Claims pursuant to Plan Section III.B.4(b) as part of the Estate Shared Proceeds;
- (A) the payments required to satisfy (i) all Allowed Claims against the Estates under Bankruptcy Code § 503(b)(9), other than the Sysco 503(b)(9) Claims, as set forth on Exhibit C to the Disclosure Statement, and (ii) all Allowed Other Priority Claims, as set forth on Exhibit D to the Disclosure Statement, will be paid entirely (i.e., 100%) from the Plan Fund, and (B) the payments required to satisfy (i) any Allowed Sysco 503(b)(9) Claims against the Estates (after application of any applicable offsets for Avoidance Actions or other available offsets or defenses, in accordance with Section IV.D.2(e) of the Plan or otherwise) and (ii) all Allowed Priority Tax Claims will be paid entirely (i.e., 100%) from the Estate Shared Proceeds; and
- all other costs of the Liquidating Trust (including the fees of the Liquidating Trustee, the Oversight Committee, and all professionals retained or entities employed thereby and any indemnification claims under Plan Section IV.A(d)) will be allocated to, and paid from, the Estate Shared Proceeds.

18. As a result of such settlements, the Creditors Committee and the Lenders support the Plan, and Classes 1 and 2 have voted to accept the Plan.

The Creation of the Liquidating Trust

19. The Plan is predicated upon the creation of the Liquidating Trust and the assignment of the Transferred Property thereto. Specifically, upon and after the Effective Date, the Liquidating Trust will hold the following Assets: (a) any and all Avoidance Actions and

other Transferred Causes of Action and any products or proceeds thereof; (b) the Office Shared Proceeds; (c) the D&O Shared Proceeds (to the extent available); (d) the Sharing Percentage Recovery; (e) the Plan Fund;² and (f) all other remaining unliquidated property and Assets of the Debtors or the Estates (including any Preserved Collateral), subject to the limited exclusions set forth in the Plan.

20. The Liquidating Trust is to be administered by the Liquidating Trustee, which initially will be CRG. The balance of the Assets of the Debtors will be held and managed by the Liquidating Trustee for the purposes of sale and/or other liquidation, resolution of Claims, and/or the pursuit of litigation.

21. As of the Effective Date, the Liquidating Trust will also have the power and authority, pursuant to Plan Sections IV.D.1(c) and IV.D.1(d), to (a) wind down or continue to operate any remaining businesses and use or dispose of any remaining property and Assets that do not constitute Transferred Property and (b) take any such action, as necessary, to effectuate and implement the Plan, the Confirmation Order, and the Sale Orders.

22. In accordance with the terms of the Liquidating Trust Agreement,³ the Liquidating Trustee and the Liquidation Trust Professionals will receive reasonable compensation for services, reimbursement of reasonable out-of-pocket costs, and customary

² In accordance with Plan Sections II.B. and III.B.1(b), on the Effective Date, the Plan Fund will be funded, and transferred to the Liquidating Trustee, from a combination of funds transferred to the Administrative Agent, funds currently held by the Debtors, including the Estate Shared Proceeds, or funds previously paid by the Debtors to, or otherwise received by, the Administrative Agent pursuant to any of the DIP Facility Order, one or more of the Sale Orders, or any other applicable order of the Bankruptcy Court, in an aggregate amount equal to \$1,777,000 plus any budgeted amounts not paid prior to the Effective Date or such other amount that may be agreed to by the Debtors, the Administrative Agent, and the Creditors Committee at any time up until the Confirmation Date.

³ The form of the Liquidating Trust Agreement was filed with the Bankruptcy Court on February 10, 2012, as part of the Plan Supplement. See Supplement to Debtors' Modified First Amended Joint Plan Of Liquidation Under Chapter 11 Of The Bankruptcy Code, Ex. C [ECF No. 1204].

indemnification and exculpation, as set forth further in the Plan and the Liquidating Trust Agreement.

Treatment of the Various Classes under the Plan

23. The Plan provides for the payment in full, in Cash, or in a manner otherwise agreeable to the Holders of such Claims, of all Allowed Administrative Claims and Allowed Priority Tax Claims from either the Plan Fund or the Estate Shared Proceeds (as applicable). In full and final satisfaction of all Allowed DIP Facility Claims, all funds in the possession of the Debtors other than any amounts that have been specifically earmarked and set aside for other purposes in these Chapter 11 Cases (including with respect to the Plan Fund, the Office Shared Proceeds, the Sharing Percentage Recovery, and the D&O Shared Proceeds), that constitute the proceeds of the collateral of the DIP Facility Lender will be distributed to the Administrative Agent for subsequent distribution to the Holders of Allowed DIP Facility Claims.

24. The Plan provides for the payment in full in Cash of all Holders of Other Priority Claims, classified in Class 3, from (a) the Plan Fund or (b) any other escrows that may be established for the payment of any particular remaining unpaid Allowed Other Priority Claims, equal to the unpaid portion of such Allowed Other Priority Claim.

25. Under the Plan, four Classes of Claims and one Class of Equity Interests are Impaired. Initially, with respect to Senior Creditor Claims in Class 1, the Administrative Agent will distribute, in accordance with the DIP Facility Order, the Financing Agreement, the Plan, and the Confirmation Order, all remaining sums (after the payment in full by the Administrative Agent of (a) all Allowed DIP Facility Claims and (b) all amounts required to fully fund the Plan Fund) to the Holders of Allowed Pre-Petition Lenders Secured Claims as of the Distribution Record Date, until all Allowed Pre-Petition Lenders Secured Claims have been

satisfied in full. To the extent the Allowed Pre-Petition Lenders Secured Claims are not thereby, or have not otherwise previously been, satisfied in full, the Holders of such Claims as of the Distribution Record Date will receive, in full satisfaction, settlement, and release of and in exchange for such Allowed Claims, a distribution of, in the aggregate, (A) 96% of the net proceeds (after costs of sale, as determined pursuant to Plan Section IV.D.2(h)) from the sale or liquidation of the remaining Preserved Collateral and (B) all net proceeds realized from the D&O Claims other than the D&O Shared Proceeds, in each instance as and when such net proceeds are generated or otherwise become available in the manner provided in the Plan and the Liquidating Trust Agreement, until all such Allowed Claims have been satisfied in full. In accordance with the Unsecured Creditor Settlement, the Second Lien Noteholders will be deemed to have waived any right to a recovery under the Plan or otherwise from the Debtors, the Estates, or the Liquidating Trust on account of the Second Lien Note Claims.

26. Allowed Other Secured Claims, if any, classified in Class 2, except to the extent the Holder agrees to a less favorable or different treatment, will receive the property securing such Allowed Claim, pursuant to Plan Section III.B.2.

27. Allowed General Unsecured Claims, classified in Class 4, would receive a Pro Rata share of the Transferred Property (or the proceeds thereof), which distribution will be made in the manner set forth in the Liquidating Trust Agreement and Article IV of the Plan.

28. Pursuant to the Plan Section III.B.5, all existing Intercompany Claims, classified in Class 5, will be reviewed and will be adjusted or cancelled, as applicable. All Holders of Equity Interests, classified in Class 6, will not participate in any distributions on account of their interests, and all such Equity Interests will be cancelled, pursuant to Plan Section III.B.6.

29. The Plan contemplates, and is predicated upon, the substantive consolidation of the Debtors' Estates (and these Chapter 11 Cases), for the purposes of all actions associated with Confirmation and Consummation of the Plan, including, but not limited to, voting, and distribution.

30. I believe that the Plan and the creation of the Liquidation Trust contemplated thereby represent the best possible outcome in these Chapter 11 Cases for the Debtors, their Estates, their creditors, and other parties-in-interest.

Compliance with the Bankruptcy Code

31. On the basis of my understanding, and for the reasons set forth below, I believe that the Plan complies with the requirements of the Bankruptcy Code.

Section 1129(a)(1) and (2).

32. I understand that Bankruptcy Code §§ 1129(a)(1) and (2) requires that the Plan and the proponent of the Plan comply with the Bankruptcy Code.

33. Under the Plan, each Class of Claims or Equity Interests contains only such Claims or Equity Interests that are substantially similar to the other Claims or Equity Interests within such Class. Specifically, the Plan separately classifies Class 1 as containing Senior Creditor Claims; Class 2 as containing Other Secured Claims; Class 3 as containing Other Priority Claims; Class 4 as containing General Unsecured Claims; Class 5 as containing Intercompany Claims; and Class 6 as containing Equity Interests. I believe that this classification of Claims and Equity Interests complies with the requirements of Bankruptcy Code § 1122 because all Claims or Equity Interests within a particular class are substantially similar to the other Claims or Equity Interests in that class.

34. In addition, I believe that the Plan fully complies with each requirement set forth in Bankruptcy Code § 1123(a) regarding the contents of a Chapter 11 plan, as I understand such requirements. Article III of the Plan sets forth the classification of Claims and interests, as required under Bankruptcy Code § 1123(a)(1). Article III identifies the Classes of Claims that are not impaired by the Plan, as required under Bankruptcy Code § 1123(a)(2), and specifies the treatment of impaired Classes of Claims and Equity Interests, as required under Bankruptcy Code § 1123(a)(3).

35. I understand that Bankruptcy Code § 1123(a)(4) requires that the treatment of each holder of a claim or equity interest in a particular class be the same as the treatment of each other holder of a claim or equity interest in such Class. Under the Plan, the treatment of each Claim and Equity Interest in each particular Class is the same as is the treatment of each other Claim or Equity Interest in such Class, and thus the Plan complies with the requirements of Bankruptcy Code § 1123(a)(4).

36. It is my further understanding that Articles IV, V, VI, VII, X, XI, and XII, as well as various other provisions of the Plan, provide for the means to implement the Plan and satisfy the requirements of Bankruptcy Code § 1123(a)(5), including the establishment of the Liquidating Trust and the distribution of the Liquidating Trust Assets.

37. I understand that Bankruptcy Code § 1123(a)(7) requires that a plan may only have provisions that are consistent with the interests of creditors, interest holders, and public policy. Pursuant to the Plan, Edmund Schwartz, the Debtors' CFO, will continue as an officer for the Debtors that continue to own liquor licenses and will be authorized to negotiate and consummate purchase agreements for those remaining liquor licenses after Confirmation,

which is consistent with the interests of creditors, interest holders, and public policy, and in compliance with Bankruptcy Code § 1123(a)(7).

38. I understand that Bankruptcy Code §§ 1123(a)(6) and (a)(8) are inapplicable to these Chapter 11 Cases.

39. Moreover, I believe that the Debtors' decisions regarding the rejection of any remaining Executory Contracts are based on, and are within, their sound business judgment and take into account that the Debtors are liquidating. Therefore, I believe that the Debtors have complied with Bankruptcy Code §§ 365 and 1123(b) with respect to the rejection of all of their Executory Contracts.

40. Finally, I believe that the Debtors have complied with all other applicable provisions of the Bankruptcy Code, as I understand them, including the provisions of Bankruptcy Code §§ 1125 and 1126 regarding disclosure, plan solicitation, and vote tabulation. To the best of my knowledge, information, and belief, and as evidenced by prior orders of the Bankruptcy Court and the filings submitted by the Debtors in support of the Plan, the Debtors have complied with all of the provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules governing notice and related matters in connection with the Plan, the Disclosure Statement, and all other matters considered by the Bankruptcy Court in these Chapter 11 Cases.

41. Therefore, for the reasons set forth above, I believe that the Plan complies with Bankruptcy Code § 1129(a)(1) and (2).

Section 1129(a)(3).

42. As described above and in the Disclosure Statement, the Plan and the Disclosure Statement are the products of consensual and extensive negotiations among the Debtors, the Creditors Committee, the Pre-Petition Lenders, the DIP Facility Lender, and others,

each of whom support Confirmation of the Plan. The Plan also memorializes two settlements among these parties (as described above). Moreover, the release and exculpation provisions embodied in the Plan were heavily negotiated as part of these settlements, are fair and equitable, in the best interests of the Debtors, their estates, their creditors, and all other parties-in-interest, and are consistent with Bankruptcy Code §§ 105, 1123, and 1129. I understand that the Bankruptcy Code permits the Debtors to file a liquidating plan, and the fact that such a plan was filed should not be indicative of bad faith.

43. Accordingly, I believe that the Debtors have complied with the requirements of Bankruptcy Code § 1129(a)(3), as I understand it.

Section 1129(a)(4).

44. Payments made or to be made by the Debtors to Professionals for services or costs and expenses incurred in connection with these Chapter 11 Cases, or in connection with the Plan and incident to these Chapter 11 Cases, have been approved by, or are subject to the approval of, the Bankruptcy Court. Thus, I believe that the Plan complies with Bankruptcy Code § 1129(a)(4), as I understand it.

Section 1129(a)(5).

45. I understand that the requirements of Bankruptcy Code § 1129(a)(5) are inapplicable in these Chapter 11 Cases because the Plan is a liquidating plan that provides for the dissolution of the Debtors and the resignation of their boards of managers.⁴ Accordingly, there

⁴ Pursuant to Plan Section IV.A(b), it is contemplated, however, that Edmund Schwartz, the CFO, will continue to serve as an officer for those Debtors that continue to own any liquor licenses, and the Liquidating Trustee will serve as the sole director, officer, and/or manager of CB Holding and of the applicable Affiliate Debtors for which all Sales have Closed, until certificates of cancellation, dissolution, or merger for those Debtors are filed in accordance with Plan Section IV.F(a).

will be no “reorganized debtor” for any presently existing officer or manager to service after the Effective Date.

46. The Plan provides for the appointment of CRG as the initial Liquidating Trustee. In addition, the following have been designated as the initial members of the Oversight Committee, in accordance with Plan Section IV.D.1(g): Steven Brown of Ally Commercial Finance, LLC, which is the DIP Facility Lender, Administrative Agent, and one of the Pre-Petition Lenders; and Brad Boe of Performance Food Group, Inc. and Ronald Tucker of Simon Property Group, Inc., each of whom has been a member of the Committee since its formation.

Section 1129(a)(6).

47. I understand that the requirements of Bankruptcy Code § 1129(a)(6) are inapplicable in these Chapter 11 Cases because the Plan is a liquidating plan that provides for the dissolution of the Debtors.

48. In any event, to the extent applicable, the Plan does not provide for the change of any rates controlled by a governmental regulatory commission, and to the best of my knowledge, information, and belief, the Debtors were never subject to any such commissions. In addition, no governmental regulatory commissions have objected to the Plan.

Section 1129(a)(7).

49. I understand that Bankruptcy Code § 1129(a)(7) requires that, with respect to each impaired class of claims or equity interests, a holder must either (i) accept the plan or (ii) receive or retain under the plan property of a value, as of the effective date, that is not less than the value such holder would receive or retain if the debtor was to be liquidated under Chapter 7.

50. I believe that a Chapter 7 liquidation would have a negative effect on potential distributions to creditors. Therefore, Confirmation of the Plan would provide each

Holder of an Allowed Claim with a recovery that is not less than such Holder would receive pursuant to liquidation of the Debtors under Chapter 7.

51. Specifically, because of, among other things, (a) the increased costs and expenses of liquidation under Chapter 7 arising from any fees payable to a bankruptcy trustee (up to three percent (3%) of total proceeds) and the attorneys and other professionals such trustee might retain, (b) the erosion of the value of the Debtors' assets in the context of an expedited liquidation required under Chapter 7 and the "fire sale" atmosphere that would prevail, especially in connection with any as yet unsold liquor licenses that could expire or potentially be terminated in Chapter 7, and (c) the time and expenses that would be incurred in order for any Chapter 7 trustee to acquire the same expertise and familiarity that the Liquidating Trustee (i.e., CRG, which has served as the Debtors' restructuring advisors and provided me as the Debtors' Chief Restructuring Officer during these Chapter 11 Cases) already possesses, the Debtors believe that the net liquidation proceeds that will be generated by the Liquidating Trustee should exceed those generated in Chapter 7. Accordingly, the Debtors have determined that Confirmation of the Plan will provide each Holder of a Claim or Equity Interest in an Impaired Class with a recovery that is greater than or equal to what such Holder would receive pursuant to a Chapter 7 liquidation.

52. Thus, as set forth in greater detail in Section VII.B of the Disclosure Statement, a Chapter 7 liquidation of the Debtors' Estates would adversely affect the value of the ultimate proceeds available for distribution to the creditors in these Chapter 11 Cases. The information set forth in the hypothetical distribution analysis prepared by the Debtors and CRG, attached as Exhibit B to the Disclosure Statement and incorporated herein by reference, provides a summary of the estimated liquidation values of the Debtors' assets, on a consolidated basis.

53. Based upon the hypothetical distribution analysis and the discussion of the “best interests” test described in Section VII.B of the Disclosure Statement and on Exhibit B thereto and as described above, each Holder in all of the Impaired Classes under the Plan will receive at least as much under the Plan as it would in a Chapter 7 liquidation.

54. Thus, I believe that the Plan complies with Bankruptcy Code § 1129(a)(7), as I understand it.

Section 1129(a)(8).

55. I understand that the Plan satisfies Bankruptcy Code § 1129(a)(8) for Classes 1 and 2, which are Impaired (and entitled to vote to accept the Plan) and voted to accept the Plan

56. I also understand that the Plan does not satisfy Bankruptcy Code § 1129(a)(8) for Classes 4, 5, and 6. Class 4 is Impaired and entitled to vote on the Plan, but voted to reject the Plan. Moreover, Classes 5 and 6 are also Impaired, but pursuant to Bankruptcy Code § 1126(g), because Holders of Claims or Equity Interests in such classes will not receive or retain any property under the Plan on account of such Claims or Equity Interests, they are deemed to have rejected the Plan and were not entitled to vote thereon. The Plan does not satisfy Bankruptcy Code § 1129(a)(8) as to Classes 4, 5, and 6, and therefore, compliance with Bankruptcy Code § 1129(b) is required.

Section 1129(a)(9).

57. In accordance with Bankruptcy Code § 1129(a)(9)(A) and (B), as I understand it, Plan Section II.A, provides that all Allowed Administrative Claims will be paid in full, in Cash, except to the extent that the Holder of such Claim has agreed to a less favorable treatment thereof in a manner otherwise agreeable to the Holders of such Claims.

58. Moreover, Plan Section II.B provides, in pertinent part, that the Administrative Agent will distribute to the Holders of the Allowed DIP Facility Claims the amount required to satisfy in full all then outstanding Allowed DIP Facility Claims.

59. In accordance with Bankruptcy Code § 1129(a)(9)(C), as I understand it, Plan Section II.C provides that all Allowed Priority Tax Claims would either (a) be paid in Cash from the Estate Shared Proceeds equal to the unpaid portion of such Allowed Priority Tax Claim or (b) receive such other treatment as to which the Debtors and such Holder have agreed upon.

60. Finally, Plan Section III.B.3, as I understand it, provides that all Allowed Other Priority Claims will receive in full satisfaction, settlement, and release of, and in exchange for, such Allowed Other Priority Claim, Cash from (a) the Plan Fund or (b) any other escrows that may be established for the payment of any particular remaining unpaid Allowed Other Priority Claims, equal to the unpaid portion of such Allowed Other Priority Claim. Based upon the foregoing, the Plan satisfies the requirements of Bankruptcy Code § 1129(a)(9).

Section 1129(a)(10).

61. The Plan satisfies Bankruptcy Code § 1129(a)(10), as I understand it, because Classes 1 and 2 have accepted the Plan without including any acceptance by insiders, if any, in such Classes.

Section 1129(a)(11).

62. I understand that Bankruptcy Code § 1129(a)(11) permits a plan to be confirmed if it is feasible (i.e., it is not likely to be followed by liquidation of the debtor, unless such liquidation is proposed in the plan). As the Plan is a liquidating plan to be implemented through the Liquidating Trust, I believe that the Plan complies with Bankruptcy Code § 1129(a)(11).

Section 1129(a)(12).

63. In accordance with Bankruptcy Code § 1129(a)(12), as I understand it, Plan Section XI.B provides that all fees payable pursuant to 28 U.S.C. § 1930 will be paid on or before the Effective Date, to the extent required by applicable law, or if not required to be paid on or prior to the Effective Date, by the Debtors or the Liquidating Trustee as soon as practicable following the Effective Date, as and when such fees become due and payable in accordance with applicable law.

Section 1129(a)(13).

64. I understand that Bankruptcy Code § 1129(a)(13) requires that a plan provide for the continuation of certain retiree benefits after it becomes effective. Because the Debtors are liquidating, and their employees have already been terminated, there are no such retiree benefits that the Debtors would be obligated to continue after the Effective Date.

Section 1129(a)(14) - (16).

65. I understand that Bankruptcy Code § 1129(a)(14) and (15) apply only to individual debtors, and Bankruptcy Code § 1129(a)(16) applies only to transfers of property by a corporation or trust that is not a moneyed, business, or commercial corporation or trust.

66. These requirements are not applicable to the Debtors (which are neither individuals nor corporations or trusts that are not a moneyed, business, or commercial corporation or trust) or the Plan.

Section 1129(d).

67. To the best of my knowledge, information, and belief, the principal purpose of the Plan is not the avoidance of taxes or the requirements of Section 5 of the Securities Act of 1933, as I understand them, but is instead to effectuate the liquidation and

distribution of the Debtors' remaining assets and the winding down of any remaining affairs of the Debtors, in each instance through the establishment of the Liquidating Trust. No governmental unit has requested that the Bankruptcy Court deny confirmation on the basis that the principal purpose of the Plan is the avoidance of taxes.

Section 1129(b).

68. I understand that a plan may be confirmed notwithstanding the rejection, or deemed rejection, by a class of claims or equity interests so long as the plan does not “discriminate unfairly” and is “fair and equitable”. I further understand (a) that a plan does not “discriminate unfairly” if the legal rights of a dissenting class are treated in a manner that is consistent with the treatment of other classes whose legal rights are substantially similar to those of the dissenting class and (b) that the “fair and equitable” requirement is described in Bankruptcy Code § 1129(b)(2). For the reasons set forth below, I believe that the Plan does not “discriminate unfairly”, and the “fair and equitable” requirements are satisfied as to Class 4 (General Unsecured Claims), Class 5 (Intercompany Claims), and Class 6 (Equity Interests), which have been deemed to reject the Plan.

69. Class 4 includes the claims of all Holders of any General Unsecured Claims of any of the Debtors. Inasmuch as Class 4 represents the only General Unsecured Claims classified under the Plan, the Plan does not “discriminate unfairly” as between any Holders of General Unsecured Claims.

70. Class 5 includes the claims of all Holders of any intercompany claims of any of the Debtors. Inasmuch as Class 5 represents the only Intercompany Claims classified under the Plan, the Plan does not “discriminate unfairly” as between any Holders of Intercompany Claims.

71. Class 6 includes the interests of all Holders of Equity Interests. Inasmuch as Class 6 represents the only Equity Interests classified under the Plan, the Plan does not “discriminate unfairly” as between any Holders of Equity Interests.

72. Moreover, the treatment under the Plan is “fair and equitable” because Holders of certain Claims and Equity Interests, as applicable, that are senior to Class 4 General Unsecured Claims, Class 5 Intercompany Claims, and Class 6 Equity Interests would not be paid in full or would not receive more than 100% of their Claims under the Plan. Specifically, Holders of Allowed Senior Creditor Claims in Class 1 are all Impaired and would all receive less than 100% of their Claims. Moreover, Holders of Allowed Other Priority Claims in Class 3, while unimpaired, will only receive 100% of their Claims (and not more on account of such claims). In addition, Holders of Allowed Other Secured Claims, if any, in Class 2, will receive the property securing such Allowed Claim (and not more on account of such claims). In addition, there are no Classes of Claims or Equity Interests, as applicable, junior to Classes 4, 5, and 6 that are receiving any distribution on account of such Claims or Equity Interests.

73. Thus, I believe that the Plan complies with Bankruptcy Code § 1129(b), as I understand it, with respect to Classes 4, 5, and 6 of the Plan.

Facts Necessary for Specific Responses to Objections

UST Objection

74. On February 17, 2012, the Office of the United States Trustee filed an objection to the Plan (the “UST Objection”) [ECF No. 1212], arguing, among other things, that Confirmation of the Plan should be denied because (a) the release, injunction, and exculpation provisions of the Plan violate the Bankruptcy Code and applicable law, and (b) the Debtors have failed to pay certain fees purportedly due and owing to the United States Trustee (“UST Fees”).

75. With respect to the injunction and exculpation provisions objected to by the United States Trustee, the Debtors intend to modify the Plan and/or include provisions in the Confirmation Order resolving these objections; with respect to the objections to the release provisions in the Plan, the Debtors believe that the facts and circumstances of these Chapter 11 Cases support the approval of the limited release provisions in the Plan, and as such, those provisions comply with applicable law. With respect to the alleged non-payment of UST Fees, I believe that the proper amounts of UST Fees have been paid, and if not, the actual amount of any unpaid UST Fees is far less than the amount asserted in the UST Objection.

76. The UST Objection relies on flawed logic and improper calculations because, for among other reasons, it uses artificially-created “profit & loss statements” for individual restaurants that do not reflect how the Debtors’ restaurants were actually operated. Indeed, even though the Debtors were comprised of more than 70 distinct corporate entities, they did not operate as 70 distinct operating companies. These P&L statements, which do not reflect actual restaurant disbursements, were created to analyze restaurant-by-restaurant performance and to comply with covenants under the Debtors’ pre-petition financing agreements.

77. Most, if not all, bills for the Debtors’ restaurants were obligations of, and paid for by, either CB Holding Corp., CB Acquisition Corp., or Bugaboo Creek Acquisition, LLC (collectively, “Operating Debtors”, and all of the Debtors that are not Operating Debtors, “Non-Operating Debtors”), and the operations of all of the other Debtors were either run through or rolled up into these Operating Debtors. The bank accounts of the Debtors were held almost exclusively at CB Acquisition Corp., and contracts were either with one of the Operating Debtors or non-existent entities, such as “Charlie Brown’s Restaurants”.

78. In paragraph 51 of the UST Objection, the United States Trustee asserts that unpaid UST Fees are \$272,301.16. I believe that the United States Trustee has miscalculated this sum, and I believe, for the reasons set forth below and detailed on the schedules attached hereto, that any additional amount of United States Trustee Fees due to be paid could be as little as \$29,250, but should be no more than \$184,925.

79. As set forth above, it is my opinion that very little, if any, disbursements can be allocated to the Non-Operating Debtors. At most, only rent and certain other direct miscellaneous expenses (i.e., those expenses where Non-Operating Debtors are actually parties to an agreement or on an invoice) should be allocated to Non-Operating Debtors, and if this is done, the amount of additional UST Fees due to be paid by the Debtors would be approximately \$30,000, as set forth in the detail calculations included on Schedule A hereto.

80. Moreover, even if the Debtors owe more in UST Fees, I do not believe any additional amount should include disbursements on account of expenses such as (a) food and beverage (other than alcohol) or (b) employees. Food and beverage was primarily purchased from certain Sysco entities, Pepsi Cola, and various produce vendors,⁵ and these contracts were with CB Holding Corp., and the underlying obligations were debts of, and paid by, CB Acquisition Corp. None of these suppliers contracted with, were owed money by, or were paid by a particular restaurant and/or any other of the Debtors.

81. Similarly, all employees were employed and paid by one of the Operating Debtors (Bugaboo Creek Acquisition, LLC, for Bugaboo Creek, and either CB Holding Corp. or

⁵ These produce vendors were Costa Fruit & Produce; Gargiulo Produce; Hearn Kirkwood (Gilbert Foods); J. Kings Food Service; Pocono Produce Company; Royal Food Services, Inc.; Seashore Fruit & Produce Co.; Tarantino Food Service; and Tramontano Produce. Before discontinuing operations upon the final closing of the Sale of Charlie Brown's, the Debtors were only using Gargiulo Produce and Tramontano Produce for produce supply.

CB Acquisition Corp., for Charlie Brown's and The Office). None of the Debtors' employees were employed or paid by a particular restaurant.

82. Taking into account the realities of the Debtors' businesses set forth above, the following maximum additional UST Fees could be owed:

(a) *all but food and employees*: allocating all employee- and non-alcohol, food-related costs to the Operating Debtors, and using the United States Trustee's allocations for all other disbursements, as set forth in the detailed calculations included on Schedule B hereto, approximately \$79,000;

(b) *all but food*: allocating just all non-alcohol food-related costs to the Operating Debtors, and using the United States Trustee's allocations for all other disbursements, including employee wages and salaries, as set forth in the detailed calculations included on Schedule C hereto, approximately \$176,000; and

(c) *all but employees*: allocating just all employee-related costs to the Operating Debtors, and using the United States Trustee's allocations for all other disbursements, including food, as set forth in the detailed calculations included on Schedule D hereto, approximately \$185,000.

83. Thus, I believe the UST Objection should be overruled for the reasons set forth above, and any additional UST Fees owed by the Debtors should be limited to one of the amounts set forth above, rather than the amounts alleged in the UST Objection.

Sysco Objection

84. On February 16, 2012, Sysco Atlanta, LLC; Sysco Boston, LLC; Sysco Central Pennsylvania, LLC; Sysco Connecticut, LLC; and Sysco Metro New York, LLC (collectively, "Sysco") filed an objection to the Plan (the "Sysco Objection") [ECF No. 1208], arguing, among other things, that Confirmation of the Plan should be denied because the Plan does not provide for the payment of the Sysco 503(b)(9) Claims.

85. Through research done by colleagues of mine and reviewed by me, I believe that Sysco received at least \$1.8 million and likely more than \$6 million, depending on

any available defenses, that I believe would be avoidable pursuant to Bankruptcy Code § 547. As such, I believe that Sysco received a material preferential payment from the Debtors that the Liquidating Trustee should be successful in recovering.

86. Moreover, notwithstanding allegations to the contrary in the Sysco Objection, there are more than sufficient funds set aside in the Plan Fund to pay the Sysco 503(b)(9) Claims, in accordance with Plan Section II.A(a). Specifically, the Plan Fund of \$1,776,000 includes the Estate Resolution Consideration of \$1,166,000, and the amount of the Estate Resolution Consideration is therefore greater than the maximum possible amount of the Sysco 503(b)(9) Claims, if they were ultimately Allowed.⁶ Thus, I believe that the Plan provides for a sufficient means to satisfy the Sysco 503(b)(9) Claims if they become Allowed Claims.

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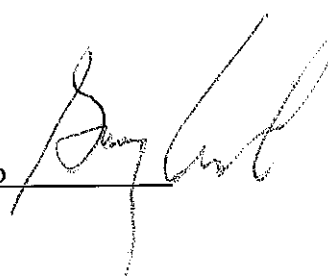
⁶ In the Sysco Objection, Sysco alleges that its claims under Bankruptcy Code § 503(b)(9) total \$525,039.19. I believe that this amount is overstated by at least \$50,000, and all of the Debtors' rights are reserved. Under the Plan and the various arrangements related thereto, the Liquidating Trustee would object to the Sysco 503(b)(9) Claims.

Conclusion

87. Accordingly, for the reasons set forth herein and in the *Memorandum in Support of Confirmation of the Plan*, which was filed contemporaneously herewith, I believe (a) that the Plan (as it may be modified) satisfies the requirements of Bankruptcy Code § 1129 and any other relevant sections of the Bankruptcy Code, as they have been explained to me, and (b) that Confirmation of the Plan is justified, warranted, and in the best interests of the Debtors, their estates, their creditors, and other parties-in-interest.

Dated: February 21, 2012

/s/ Gary Lembo
Gary Lembo

A handwritten signature in black ink, appearing to read "Gary Lembo", written over a horizontal line. The signature is cursive and somewhat stylized.

Schedule A

CB HOLDING CORP., et al

UNITED STATES TRUSTEE FEES

Schedule A: Rent and Direct Miscellaneous expenses allocated to non-operating debtors

Filed Entity	Q4'10		Q1'11		Q2'11		Q3'11		Q4'11		Case to date Fees
	Disbursements	Fee Due	Disbursements	Fee Due	Disbursements	Fee Due	Disbursements	Fee Due	Disbursements	Fee Due	
1 1820 Central Park Avenue Restaurant Corp.	\$0	\$325	\$0	\$325	\$0	\$325	\$0	\$325	\$0	\$325	1,625
2 Bugaboo Creek Acquisition, LLC	235,594	1,950	504,560	4,875	165,355	1,625	0	325	0	325	9,100
3 Bugaboo Creek Holdings, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
4 Bugaboo Creek of Seekonk, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
5 CB Holding Corp.	0	325	0	325	0	325	0	325	0	325	1,625
6 CB VII, Inc.	15,430	650	35,140	650	35,904	650	12,240	325	0	325	2,600
7 CB VIII, Inc.	30,365	650	69,746	650	71,774	650	11,673	325	0	325	2,600
8 Charlie Brown North	0	325	0	325	0	325	0	325	0	325	1,625
9 Charlie Brown's 1981, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
10 Charlie Brown's Acquisition Corp.	9,656,565	13,000	39,152,878	30,000	55,274,473	30,000	14,156,718	13,000	2,136,738	9,750	95,750
11 Charlie Brown's at Clifton, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
12 Charlie Brown's Mark Corp.	0	325	0	325	0	325	0	325	0	325	1,625
13 Charlie Brown's Montclair, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
14 Charlie Brown's of Allentown, L.L.C.	0	325	0	325	0	325	0	325	0	325	1,625
15 Charlie Brown's of Alpha, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
16 Charlie Brown's of Berwyn, LLC	0	325	0	325	0	325	0	325	0	325	1,625
17 Charlie Brown's of Blackwood, L.L.C.	0	325	0	325	0	325	0	325	0	325	1,625
18 Charlie Brown's of Bloomsburg, LLC	0	325	0	325	0	325	0	325	0	325	1,625
19 Charlie Brown's of Brielle, Inc.	10,265	325	24,445	650	25,692	650	0	325	0	325	2,275
20 Charlie Brown's of Carlstadt, Inc.	20,170	650	45,300	650	48,872	650	0	325	0	325	2,600
21 Charlie Brown's of Chatham, Inc.	16,058	650	37,054	650	44,014	650	0	325	0	325	2,600
22 Charlie Brown's of Commack LLC	0	325	0	325	0	325	0	325	0	325	1,625
23 Charlie Brown's of Denville, Inc.	22,046	650	50,653	650	51,707	650	0	325	0	325	2,600
24 Charlie Brown's of East Windsor, LLC	0	325	0	325	0	325	0	325	0	325	1,625
25 Charlie Brown's of Edison, Inc.	13,997	325	35,565	650	36,742	650	5,337	325	0	325	2,275
26 Charlie Brown's of Egg Harbor Twp, LLC	0	325	0	325	0	325	0	325	0	325	1,625
27 Charlie Brown's of Franklin, LLC	0	325	0	325	0	325	0	325	0	325	1,625
28 Charlie Brown's of Garden City, LLC	0	325	0	325	0	325	0	325	0	325	1,625
29 Charlie Brown's of Hackettstown, L.L.C.	0	325	0	325	0	325	0	325	0	325	1,625
30 Charlie Brown's of Harrisburg, LLC	0	325	0	325	0	325	0	325	0	325	1,625
31 Charlie Brown's of Hillsborough, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
32 Charlie Brown's of Holtsville, LLC	0	325	0	325	0	325	0	325	0	325	1,625
33 Charlie Brown's of Jackson, LLC	0	325	0	325	0	325	0	325	0	325	1,625
34 Charlie Brown's of Lacey, L.L.C.	0	325	0	325	0	325	0	325	0	325	1,625
35 Charlie Brown's of Lakewood, Inc.	28,287	650	68,616	650	70,084	650	10,715	325	0	325	2,600
36 Charlie Brown's of Langhorne, LLC	0	325	0	325	0	325	0	325	0	325	1,625
37 Charlie Brown's of Lynbrook, LLC	0	325	0	325	0	325	0	325	0	325	1,625
38 Charlie Brown's of Maple Shade, Inc.	11,088	325	22,654	650	24,794	650	3,548	325	0	325	2,275
39 Charlie Brown's of Matawan, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
40 Charlie Brown's of Middletown LLC	20,812	650	48,863	650	50,566	650	19,160	650	0	325	2,925
41 Charlie Brown's of Oradell, Inc.	12,251	325	20,829	650	25,329	650	4,931	325	0	325	2,275
42 Charlie Brown's of Pennsylvania, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
43 Charlie Brown's of Piscataway, LLC	0	325	0	325	0	325	0	325	0	325	1,625
44 Charlie Brown's of Reading, LLC	0	325	0	325	0	325	0	325	0	325	1,625
45 Charlie Brown's of Scranton, LLC	0	325	0	325	0	325	0	325	0	325	1,625
46 Charlie Brown's of Selinsgrove, LLC	0	325	0	325	0	325	0	325	0	325	1,625
47 Charlie Brown's of Springfield, LLC	31,643	650	71,977	650	76,964	975	22,962	650	0	325	3,250
48 Charlie Brown's of Staten Island, LLC	0	325	0	325	0	325	0	325	0	325	1,625
49 Charlie Brown's of Tinton Falls, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
50 Charlie Brown's of Toms River, LLC	18,916	650	44,634	650	48,298	650	0	325	0	325	2,600
51 Charlie Brown's of Trexlertown, LLC	0	325	0	325	0	325	0	325	0	325	1,625
52 Charlie Brown's of Union Township, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
53 Charlie Brown's of Wayne, Inc.	18,398	650	42,614	650	43,979	650	0	325	0	325	2,600
54 Charlie Brown's of West Windsor, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
55 Charlie Brown's of Williamsport LLC	0	325	0	325	0	325	0	325	0	325	1,625
56 Charlie Brown's of Woodbury, Inc.	13,136	325	30,809	650	33,708	650	0	325	0	325	2,275
57 Charlie Brown's of York, LLC	0	325	0	325	0	325	0	325	0	325	1,625
58 Charlie Brown's of Yorktown, LLC	0	325	0	325	0	325	0	325	0	325	1,625
59 Charlie Brown's Restaurant Corp.	29,659	650	69,089	650	73,998	650	4,329	325	0	325	2,600

CB HOLDING CORP., et al
UNITED STATES TRUSTEE FEES
Schedule A: Rent and Direct Miscellaneous expenses allocated to non-operating debtors

Filed Entity	Q4'10		Q1'11		Q2'11		Q3'11		Q4'11		Case to date
	Disbursements	Fee Due	Disbursements	Fee Due	Disbursements	Fee Due	Disbursements	Fee Due	Disbursements	Fee Due	Fees
60 Charlie Brown's Steakhouse Fishkill, Inc.	16,948	650	40,898	650	44,968	650	0	325	0	325	2,600
61 Charlie Brown's Steakhouse Woodbridge, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
62 Charlie Brown's, Inc.	35,119	650	82,841	975	83,613	975	0	325	0	325	3,250
63 Jonathan Seagull Property Corp.	0	325	0	325	0	325	0	325	0	325	1,625
64 Jonathan Seagull, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
65 The Office at Bridgewater, Inc.	14,546	325	35,555	650	38,728	650	0	325	0	325	2,275
66 The Office at Cranford, Inc.	14,421	325	33,094	650	39,472	650	0	325	0	325	2,275
67 The Office at Keyport, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
68 The Office at Montclair, Inc.	19,047	650	45,849	650	55,870	650	0	325	0	325	2,600
69 The Office at Morristown, Inc.	12,933	325	29,673	650	27,244	650	0	325	0	325	2,275
70 The Office at Ridgewood, Inc.	10,525	325	27,290	650	33,563	650	0	325	0	325	2,275
71 The Office at Summit, Inc.	13,419	325	31,062	650	35,229	650	0	325	0	325	2,275
72 What's Your Beef V, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
TOTAL	\$10,341,639	\$42,250	\$40,701,688	\$65,750	\$56,560,940	\$62,825	\$14,251,613	\$36,725	\$2,136,738	\$32,825	\$240,375
Previously calculated fees based on disbursements through CB Acquisition only											
10 Charlie Brown's Acquisition Corp.	10,341,639	13,000	40,701,688	30,000	56,560,940	30,000	14,243,916	20,000	2,136,738	9,750	
All other debtors (\$325 * 71 debtors)	0	23,075	0	23,075	0	23,075	0	23,075	0	23,075	
TOTAL PER CB HOLDING CORP.	\$10,341,639	\$36,075	\$40,701,688	\$53,075	\$56,560,940	\$53,075	\$14,243,916	\$43,075	\$0	\$32,825	\$218,125
Less: Adjustment credit for Q3'11								(\$7,000)			(\$7,000)
ADJUSTED TOTAL PER CB HOLDING CORP.	\$10,341,639	\$36,075	\$40,701,688	\$53,075	\$56,560,940	\$53,075	\$14,243,916	\$36,075	\$0	\$32,825	\$211,125
Previous vs. recalculated	\$0	(\$6,175)	\$0	(\$12,675)	\$0	(\$9,750)	(\$7,697)	(\$650)	(\$2,136,738)	\$0	(\$29,250)

Schedule B

CB HOLDING CORP., et al

UNITED STATES TRUSTEE FEES

Schedule B: All expenses allocated to non-operating debtors except Labor and Food vendors

Filed Entity	Q4'10		Q1'11		Q2'11		Q3'11		Q4'11		Case to date Fees
	Disbursements	Fee Due	Disbursements	Fee Due	Disbursements	Fee Due	Disbursements	Fee Due	Disbursements	Fee Due	
1 1820 Central Park Avenue Restaurant Corp.	\$0	\$325	\$0	\$325	\$0	\$325	\$0	\$325	\$0	\$325	1,625
2 Bugaboo Creek Acquisition, LLC	1,059,575	6,500	659,144	4,875	622,848	4,875	0	325	0	325	16,900
3 Bugaboo Creek Holdings, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
4 Bugaboo Creek of Seekonk, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
5 CB Holding Corp.	0	325	0	325	0	325	0	325	0	325	1,625
6 CB VII, Inc.	64,485	650	133,532	975	123,900	975	45,832	650	0	325	3,575
7 CB VIII, Inc.	153,646	1,625	241,554	1,950	252,300	1,950	34,999	650	0	325	6,500
8 Charlie Brown North	0	325	0	325	0	325	0	325	0	325	1,625
9 Charlie Brown's 1981, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
10 Charlie Brown's Acquisition Corp.	7,159,306	13,000	36,571,517	30,000	52,018,908	30,000	13,857,664	13,000	2,136,738	9,750	95,750
11 Charlie Brown's at Clifton, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
12 Charlie Brown's Mark Corp.	0	325	0	325	0	325	0	325	0	325	1,625
13 Charlie Brown's Montclair, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
14 Charlie Brown's of Allentown, L.L.C.	0	325	0	325	0	325	0	325	0	325	1,625
15 Charlie Brown's of Alpha, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
16 Charlie Brown's of Berwyn, LLC	0	325	0	325	0	325	0	325	0	325	1,625
17 Charlie Brown's of Blackwood, L.L.C.	0	325	0	325	0	325	0	325	0	325	1,625
18 Charlie Brown's of Bloomsburg, LLC	0	325	0	325	0	325	0	325	0	325	1,625
19 Charlie Brown's of Brielle, Inc.	59,074	650	102,367	975	103,902	975	14,975	325	0	325	3,250
20 Charlie Brown's of Carlstadt, Inc.	84,809	975	144,476	975	166,019	1,625	0	325	0	325	4,225
21 Charlie Brown's of Chatham, Inc.	75,406	975	139,501	975	135,841	975	0	325	0	325	3,575
22 Charlie Brown's of Commack LLC	0	325	0	325	0	325	0	325	0	325	1,625
23 Charlie Brown's of Denville, Inc.	79,646	975	146,121	975	151,385	1,625	0	325	0	325	4,225
24 Charlie Brown's of East Windsor, LLC	0	325	0	325	0	325	0	325	0	325	1,625
25 Charlie Brown's of Edison, Inc.	81,980	975	134,060	975	149,333	975	26,884	650	0	325	3,900
26 Charlie Brown's of Egg Harbor Twp, LLC	0	325	0	325	0	325	0	325	0	325	1,625
27 Charlie Brown's of Franklin, LLC	0	325	0	325	0	325	0	325	0	325	1,625
28 Charlie Brown's of Garden City, LLC	0	325	0	325	0	325	0	325	0	325	1,625
29 Charlie Brown's of Hackettstown, L.L.C.	0	325	0	325	0	325	0	325	0	325	1,625
30 Charlie Brown's of Harrisburg, LLC	0	325	0	325	0	325	0	325	0	325	1,625
31 Charlie Brown's of Hillsborough, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
32 Charlie Brown's of Holtsville, LLC	0	325	0	325	0	325	0	325	0	325	1,625
33 Charlie Brown's of Jackson, LLC	0	325	0	325	0	325	0	325	0	325	1,625
34 Charlie Brown's of Lacey, L.L.C.	0	325	0	325	0	325	0	325	0	325	1,625
35 Charlie Brown's of Lakewood, Inc.	121,653	975	190,544	1,625	194,749	1,625	33,507	650	0	325	5,200
36 Charlie Brown's of Langhorne, LLC	0	325	0	325	0	325	0	325	0	325	1,625
37 Charlie Brown's of Lynbrook, LLC	0	325	0	325	0	325	0	325	0	325	1,625
38 Charlie Brown's of Maple Shade, Inc.	54,139	650	86,849	975	91,912	975	22,197	650	0	325	3,575
39 Charlie Brown's of Matawan, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
40 Charlie Brown's of Middletown LLC	83,044	975	140,232	975	145,947	975	61,697	650	0	325	3,900
41 Charlie Brown's of Oradell, Inc.	56,878	650	92,077	975	99,681	975	25,420	650	0	325	3,575
42 Charlie Brown's of Pennsylvania, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
43 Charlie Brown's of Piscataway, LLC	0	325	0	325	0	325	0	325	0	325	1,625
44 Charlie Brown's of Reading, LLC	0	325	0	325	0	325	0	325	0	325	1,625
45 Charlie Brown's of Scranton, LLC	0	325	0	325	0	325	0	325	0	325	1,625
46 Charlie Brown's of Selinsgrove, LLC	0	325	0	325	0	325	0	325	0	325	1,625
47 Charlie Brown's of Springfield, LLC	97,738	975	175,638	1,625	179,936	1,625	58,973	650	0	325	5,200
48 Charlie Brown's of Staten Island, LLC	0	325	0	325	0	325	0	325	0	325	1,625
49 Charlie Brown's of Tinton Falls, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
50 Charlie Brown's of Toms River, LLC	90,231	975	156,472	1,625	140,244	975	0	325	0	325	4,225
51 Charlie Brown's of Trexlertown, LLC	0	325	0	325	0	325	0	325	0	325	1,625
52 Charlie Brown's of Union Township, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
53 Charlie Brown's of Wayne, Inc.	73,049	650	138,841	975	140,976	975	34,418	650	0	325	3,575
54 Charlie Brown's of West Windsor, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
55 Charlie Brown's of Williamsport LLC	0	325	0	325	0	325	0	325	0	325	1,625
56 Charlie Brown's of Woodbury, Inc.	71,794	650	120,505	975	123,751	975	0	325	0	325	3,250
57 Charlie Brown's of York, LLC	0	325	0	325	0	325	0	325	0	325	1,625
58 Charlie Brown's of Yorktown, LLC	0	325	0	325	0	325	0	325	0	325	1,625
59 Charlie Brown's Restaurant Corp.	168,216	1,625	266,600	1,950	281,152	1,950	15,208	650	0	325	6,500

CB HOLDING CORP., et al
UNITED STATES TRUSTEE FEES
Schedule B: All expenses allocated to non-operating debtors except Labor and Food vendors

Filed Entity	Q4'10		Q1'11		Q2'11		Q3'11		Q4'11		Case to date
	Disbursements	Fee Due	Disbursements	Fee Due	Disbursements	Fee Due	Disbursements	Fee Due	Disbursements	Fee Due	Fees
60 Charlie Brown's Steakhouse Fishkill, Inc.	87,351	975	165,870	1,625	174,645	1,625	12,141	325	0	325	4,875
61 Charlie Brown's Steakhouse Woodbridge, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
62 Charlie Brown's, Inc.	155,686	1,625	243,627	1,950	280,914	1,950	0	325	0	325	6,175
63 Jonathan Seagull Property Corp.	0	325	0	325	0	325	0	325	0	325	1,625
64 Jonathan Seagull, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
65 The Office at Bridgewater, Inc.	66,737	650	90,615	975	136,773	975	0	325	0	325	3,250
66 The Office at Cranford, Inc.	72,813	650	103,150	975	156,676	1,625	0	325	0	325	3,900
67 The Office at Keyport, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
68 The Office at Montclair, Inc.	87,487	975	122,780	975	194,664	1,625	0	325	0	325	4,225
69 The Office at Morristown, Inc.	76,723	975	113,792	975	145,346	975	0	325	0	325	3,575
70 The Office at Ridgewood, Inc.	83,361	975	117,665	975	184,021	1,625	0	325	0	325	4,225
71 The Office at Summit, Inc.	76,815	975	104,157	975	165,115	1,625	0	325	0	325	4,225
72 What's Your Beef V, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
TOTAL	\$10,341,639	\$57,200	\$40,701,688	\$78,750	\$56,560,940	\$82,000	\$14,243,916	\$39,325	\$2,136,738	\$32,825	\$290,100
Previously calculated fees based on disbursements through CB Acquisition only											
10 Charlie Brown's Acquisition Corp.	10,341,639	13,000	40,701,688	30,000	56,560,940	30,000	14,243,916	20,000	2,136,738	9,750	
All other debtors (\$325 * 71 debtors)	0	23,075	0	23,075	0	23,075	0	23,075	0	23,075	
TOTAL PER CB HOLDING CORP.	\$10,341,639	\$36,075	\$40,701,688	\$53,075	\$56,560,940	\$53,075	\$14,243,916	\$43,075	\$0	\$32,825	\$218,125
Less: Adjustment credit for Q3'11								(\$7,000)			(\$7,000)
ADJUSTED TOTAL PER CB HOLDING CORP.	\$10,341,639	\$36,075	\$40,701,688	\$53,075	\$56,560,940	\$53,075	\$14,243,916	\$36,075	\$0	\$32,825	\$211,125
Previous vs. recalculated	\$0	(\$21,125)	\$0	(\$25,675)	\$0	(\$28,925)	\$0	(\$3,250)	(\$2,136,738)	\$0	(\$78,975)

Schedule C

CB HOLDING CORP., et al

UNITED STATES TRUSTEE FEES

Schedule C: All expenses allocated to non-operating debtors except Food vendors

Filed Entity	Q4'10		Q1'11		Q2'11		Q3'11		Q4'11		Case to date Fees
	Disbursements	Fee Due	Disbursements	Fee Due	Disbursements	Fee Due	Disbursements	Fee Due	Disbursements	Fee Due	
1 1820 Central Park Avenue Restaurant Corp.	\$0	\$325	\$0	\$325	\$0	\$325	\$0	\$325	\$0	\$325	1,625
2 Bugaboo Creek Acquisition, LLC	1,958,573	6,500	2,304,200	9,750	1,245,439	6,500	0	325	0	325	23,400
3 Bugaboo Creek Holdings, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
4 Bugaboo Creek of Seekonk, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
5 CB Holding Corp.	0	325	0	325	0	325	0	325	0	325	1,625
6 CB VII, Inc.	120,873	975	256,670	1,950	261,882	1,950	77,813	975	0	325	6,175
7 CB VIII, Inc.	296,792	1,950	537,736	4,875	557,551	4,875	57,978	650	0	325	12,675
8 Charlie Brown North	0	325	0	325	0	325	0	325	0	325	1,625
9 Charlie Brown's 1981, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
10 Charlie Brown's Acquisition Corp.	4,569,316	10,400	31,257,064	30,000	47,520,380	30,000	13,497,377	13,000	2,136,738	9,750	93,150
11 Charlie Brown's at Clifton, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
12 Charlie Brown's Mark Corp.	0	325	0	325	0	325	0	325	0	325	1,625
13 Charlie Brown's Montclair, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
14 Charlie Brown's of Allentown, L.L.C.	0	325	0	325	0	325	0	325	0	325	1,625
15 Charlie Brown's of Alpha, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
16 Charlie Brown's of Berwyn, LLC	0	325	0	325	0	325	0	325	0	325	1,625
17 Charlie Brown's of Blackwood, L.L.C.	0	325	0	325	0	325	0	325	0	325	1,625
18 Charlie Brown's of Bloomsburg, LLC	0	325	0	325	0	325	0	325	0	325	1,625
19 Charlie Brown's of Brielle, Inc.	113,091	975	221,403	1,625	231,509	1,950	29,375	650	0	325	5,525
20 Charlie Brown's of Carlstadt, Inc.	159,092	1,625	287,845	1,950	318,632	4,875	0	325	0	325	9,100
21 Charlie Brown's of Chatham, Inc.	146,429	975	306,220	4,875	299,374	1,950	0	325	0	325	8,450
22 Charlie Brown's of Commack LLC	0	325	0	325	0	325	0	325	0	325	1,625
23 Charlie Brown's of Denville, Inc.	140,668	975	282,141	1,950	291,441	1,950	0	325	0	325	5,525
24 Charlie Brown's of East Windsor, LLC	0	325	0	325	0	325	0	325	0	325	1,625
25 Charlie Brown's of Edison, Inc.	143,497	975	283,669	1,950	309,469	4,875	45,433	650	0	325	8,775
26 Charlie Brown's of Egg Harbor Twp, LLC	0	325	0	325	0	325	0	325	0	325	1,625
27 Charlie Brown's of Franklin, LLC	0	325	0	325	0	325	0	325	0	325	1,625
28 Charlie Brown's of Garden City, LLC	0	325	0	325	0	325	0	325	0	325	1,625
29 Charlie Brown's of Hackettstown, L.L.C.	0	325	0	325	0	325	0	325	0	325	1,625
30 Charlie Brown's of Harrisburg, LLC	0	325	0	325	0	325	0	325	0	325	1,625
31 Charlie Brown's of Hillsborough, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
32 Charlie Brown's of Holtsville, LLC	0	325	0	325	0	325	0	325	0	325	1,625
33 Charlie Brown's of Jackson, LLC	0	325	0	325	0	325	0	325	0	325	1,625
34 Charlie Brown's of Lacey, L.L.C.	0	325	0	325	0	325	0	325	0	325	1,625
35 Charlie Brown's of Lakewood, Inc.	201,341	1,625	365,483	4,875	383,679	4,875	52,650	650	0	325	12,350
36 Charlie Brown's of Langhorne, LLC	0	325	0	325	0	325	0	325	0	325	1,625
37 Charlie Brown's of Lynbrook, LLC	0	325	0	325	0	325	0	325	0	325	1,625
38 Charlie Brown's of Maple Shade, Inc.	111,215	975	211,424	1,625	208,508	1,625	37,764	650	0	325	5,200
39 Charlie Brown's of Matawan, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
40 Charlie Brown's of Middletown LLC	138,918	975	288,844	1,950	298,699	1,950	119,847	975	0	325	6,175
41 Charlie Brown's of Oradell, Inc.	110,289	975	220,673	1,625	224,828	1,625	72,253	650	0	325	5,200
42 Charlie Brown's of Pennsylvania, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
43 Charlie Brown's of Piscataway, LLC	0	325	0	325	0	325	0	325	0	325	1,625
44 Charlie Brown's of Reading, LLC	0	325	0	325	0	325	0	325	0	325	1,625
45 Charlie Brown's of Scranton, LLC	0	325	0	325	0	325	0	325	0	325	1,625
46 Charlie Brown's of Selinsgrove, LLC	0	325	0	325	0	325	0	325	0	325	1,625
47 Charlie Brown's of Springfield, LLC	172,743	1,625	368,957	4,875	371,944	4,875	122,041	975	0	325	12,675
48 Charlie Brown's of Staten Island, LLC	0	325	0	325	0	325	0	325	0	325	1,625
49 Charlie Brown's of Tinton Falls, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
50 Charlie Brown's of Toms River, LLC	158,272	1,625	311,257	4,875	292,623	1,950	0	325	0	325	9,100
51 Charlie Brown's of Trexlertown, LLC	0	325	0	325	0	325	0	325	0	325	1,625
52 Charlie Brown's of Union Township, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
53 Charlie Brown's of Wayne, Inc.	134,491	975	275,082	1,950	282,179	1,950	66,631	650	0	325	5,850
54 Charlie Brown's of West Windsor, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
55 Charlie Brown's of Williamsport LLC	0	325	0	325	0	325	0	325	0	325	1,625
56 Charlie Brown's of Woodbury, Inc.	140,297	975	275,135	1,950	262,655	1,950	0	325	0	325	5,525
57 Charlie Brown's of York, LLC	0	325	0	325	0	325	0	325	0	325	1,625
58 Charlie Brown's of Yorktown, LLC	0	325	0	325	0	325	0	325	0	325	1,625
59 Charlie Brown's Restaurant Corp.	310,208	4,875	581,453	4,875	610,277	4,875	36,310	650	0	325	15,600

CB HOLDING CORP., et al
UNITED STATES TRUSTEE FEES
Schedule C: All expenses allocated to non-operating debtors except Food vendors

Filed Entity	Q4'10		Q1'11		Q2'11		Q3'11		Q4'11		Case to date Fees
	Disbursements	Fee Due	Disbursements	Fee Due	Disbursements	Fee Due	Disbursements	Fee Due	Disbursements	Fee Due	
60 Charlie Brown's Steakhouse Fishkill, Inc.	157,098	1,625	344,734	4,875	367,790	4,875	28,443	650	0	325	12,350
61 Charlie Brown's Steakhouse Woodbridge, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
62 Charlie Brown's, Inc.	273,337	1,950	490,532	4,875	539,462	4,875	0	325	0	325	12,350
63 Jonathan Seagull Property Corp.	0	325	0	325	0	325	0	325	0	325	1,625
64 Jonathan Seagull, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
65 The Office at Bridgewater, Inc.	110,143	975	168,217	1,625	224,214	1,625	0	325	0	325	4,875
66 The Office at Cranford, Inc.	121,989	975	191,005	1,625	263,420	1,950	0	325	0	325	5,200
67 The Office at Keyport, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
68 The Office at Montclair, Inc.	149,421	975	234,671	1,950	341,116	4,875	0	325	0	325	8,450
69 The Office at Morristown, Inc.	125,382	975	204,847	1,625	238,004	1,950	0	325	0	325	5,200
70 The Office at Ridgewood, Inc.	146,254	975	228,919	1,950	316,496	4,875	0	325	0	325	8,450
71 The Office at Summit, Inc.	131,909	975	203,506	1,625	299,367	1,950	0	325	0	325	5,200
72 What's Your Beef V, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
TOTAL	\$10,341,639	\$64,350	\$40,701,688	\$122,625	\$56,560,940	\$126,525	\$14,243,916	\$40,950	\$2,136,738	\$32,825	\$387,275
Previously calculated fees based on disbursements through CB Acquisition only											
10 Charlie Brown's Acquisition Corp.	10,341,639	13,000	40,701,688	30,000	56,560,940	30,000	14,243,916	20,000	2,136,738	9,750	
All other debtors (\$325 * 71 debtors)	0	23,075	0	23,075	0	23,075	0	23,075	0	23,075	
TOTAL PER CB HOLDING CORP.	\$10,341,639	\$36,075	\$40,701,688	\$53,075	\$56,560,940	\$53,075	\$14,243,916	\$43,075	\$0	\$32,825	\$218,125
Less: Adjustment credit for Q3'11								(\$7,000)			(\$7,000)
ADJUSTED TOTAL PER CB HOLDING CORP.	\$10,341,639	\$36,075	\$40,701,688	\$53,075	\$56,560,940	\$53,075	\$14,243,916	\$36,075	\$0	\$32,825	\$211,125
Previous vs. recalculated	\$0	(\$28,275)	\$0	(\$69,550)	\$0	(\$73,450)	\$0	(\$4,875)	(\$2,136,738)	\$0	(\$176,150)

Schedule D

CB HOLDING CORP., et al

UNITED STATES TRUSTEE FEES

Schedule D: All expenses allocated to non-operating debtors except Labor

Filed Entity	Q4'10		Q1'11		Q2'11		Q3'11		Q4'11		Case to date Fees
	Disbursements	Fee Due	Disbursements	Fee Due	Disbursements	Fee Due	Disbursements	Fee Due	Disbursements	Fee Due	
1 1820 Central Park Avenue Restaurant Corp.	\$0	\$325	\$0	\$325	\$0	\$325	\$0	\$325	\$0	\$325	1,625
2 Bugaboo Creek Acquisition, LLC	1,720,640	6,500	3,170,390	10,400	1,257,002	6,500	0	325	0	325	24,050
3 Bugaboo Creek Holdings, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
4 Bugaboo Creek of Seekonk, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
5 CB Holding Corp.	0	325	0	325	0	325	0	325	0	325	1,625
6 CB VII, Inc.	102,415	975	258,428	1,950	296,187	1,950	99,032	975	0	325	6,175
7 CB VIII, Inc.	253,608	1,950	521,288	4,875	591,322	4,875	63,276	650	0	325	12,675
8 Charlie Brown North	0	325	0	325	0	325	0	325	0	325	1,625
9 Charlie Brown's 1981, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
10 Charlie Brown's Acquisition Corp.	5,393,352	13,000	30,471,275	30,000	47,223,494	30,000	13,372,202	13,000	2,136,738	9,750	95,750
11 Charlie Brown's at Clifton, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
12 Charlie Brown's Mark Corp.	0	325	0	325	0	325	0	325	0	325	1,625
13 Charlie Brown's Montclair, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
14 Charlie Brown's of Allentown, L.L.C.	0	325	0	325	0	325	0	325	0	325	1,625
15 Charlie Brown's of Alpha, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
16 Charlie Brown's of Berwyn, LLC	0	325	0	325	0	325	0	325	0	325	1,625
17 Charlie Brown's of Blackwood, L.L.C.	0	325	0	325	0	325	0	325	0	325	1,625
18 Charlie Brown's of Bloomsburg, LLC	0	325	0	325	0	325	0	325	0	325	1,625
19 Charlie Brown's of Brielle, Inc.	94,531	975	215,341	1,625	245,478	1,950	33,956	650	0	325	5,525
20 Charlie Brown's of Carlstadt, Inc.	127,322	975	284,900	1,950	352,932	4,875	0	325	0	325	8,450
21 Charlie Brown's of Chatham, Inc.	123,674	975	298,345	1,950	317,378	4,875	0	325	0	325	8,450
22 Charlie Brown's of Commack LLC	0	325	0	325	0	325	0	325	0	325	1,625
23 Charlie Brown's of Denville, Inc.	125,094	975	299,711	1,950	338,811	4,875	0	325	0	325	8,450
24 Charlie Brown's of East Windsor, LLC	0	325	0	325	0	325	0	325	0	325	1,625
25 Charlie Brown's of Edison, Inc.	137,578	975	304,092	4,875	363,133	4,875	56,375	650	0	325	11,700
26 Charlie Brown's of Egg Harbor Twp, LLC	0	325	0	325	0	325	0	325	0	325	1,625
27 Charlie Brown's of Franklin, LLC	0	325	0	325	0	325	0	325	0	325	1,625
28 Charlie Brown's of Garden City, LLC	0	325	0	325	0	325	0	325	0	325	1,625
29 Charlie Brown's of Hackettstown, L.L.C.	0	325	0	325	0	325	0	325	0	325	1,625
30 Charlie Brown's of Harrisburg, LLC	0	325	0	325	0	325	0	325	0	325	1,625
31 Charlie Brown's of Hillsborough, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
32 Charlie Brown's of Holtsville, LLC	0	325	0	325	0	325	0	325	0	325	1,625
33 Charlie Brown's of Jackson, LLC	0	325	0	325	0	325	0	325	0	325	1,625
34 Charlie Brown's of Lacey, L.L.C.	0	325	0	325	0	325	0	325	0	325	1,625
35 Charlie Brown's of Lakewood, Inc.	189,260	1,625	399,732	4,875	461,624	4,875	67,777	650	0	325	12,350
36 Charlie Brown's of Langhorne, LLC	0	325	0	325	0	325	0	325	0	325	1,625
37 Charlie Brown's of Lynbrook, LLC	0	325	0	325	0	325	0	325	0	325	1,625
38 Charlie Brown's of Maple Shade, Inc.	88,134	975	186,508	1,625	194,824	1,625	38,439	650	0	325	5,200
39 Charlie Brown's of Matawan, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
40 Charlie Brown's of Middletown LLC	126,017	975	298,092	1,950	315,922	4,875	126,328	975	0	325	9,100
41 Charlie Brown's of Oradell, Inc.	88,476	975	189,948	1,625	218,206	1,625	75,656	975	0	325	5,525
42 Charlie Brown's of Pennsylvania, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
43 Charlie Brown's of Piscataway, LLC	0	325	0	325	0	325	0	325	0	325	1,625
44 Charlie Brown's of Reading, LLC	0	325	0	325	0	325	0	325	0	325	1,625
45 Charlie Brown's of Scranton, LLC	0	325	0	325	0	325	0	325	0	325	1,625
46 Charlie Brown's of Selinsgrove, LLC	0	325	0	325	0	325	0	325	0	325	1,625
47 Charlie Brown's of Springfield, LLC	148,172	975	379,249	4,875	390,015	4,875	133,162	975	0	325	12,025
48 Charlie Brown's of Staten Island, LLC	0	325	0	325	0	325	0	325	0	325	1,625
49 Charlie Brown's of Tinton Falls, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
50 Charlie Brown's of Toms River, LLC	139,408	975	325,865	4,875	333,152	4,875	0	325	0	325	11,375
51 Charlie Brown's of Trexlertown, LLC	0	325	0	325	0	325	0	325	0	325	1,625
52 Charlie Brown's of Union Township, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
53 Charlie Brown's of Wayne, Inc.	122,357	975	291,221	1,950	332,729	4,875	102,721	975	0	325	9,100
54 Charlie Brown's of West Windsor, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
55 Charlie Brown's of Williamsport LLC	0	325	0	325	0	325	0	325	0	325	1,625
56 Charlie Brown's of Woodbury, Inc.	123,063	975	278,188	1,950	280,404	1,950	0	325	0	325	5,525
57 Charlie Brown's of York, LLC	0	325	0	325	0	325	0	325	0	325	1,625
58 Charlie Brown's of Yorktown, LLC	0	325	0	325	0	325	0	325	0	325	1,625
59 Charlie Brown's Restaurant Corp.	277,295	1,950	626,284	4,875	673,595	4,875	38,597	650	0	325	12,675

CB HOLDING CORP., et al
UNITED STATES TRUSTEE FEES
Schedule D: All expenses allocated to non-operating debtors except Labor

Filed Entity	Q4'10		Q1'11		Q2'11		Q3'11		Q4'11		Case to date
	Disbursements	Fee Due	Disbursements	Fee Due	Disbursements	Fee Due	Disbursements	Fee Due	Disbursements	Fee Due	Fees
60 Charlie Brown's Steakhouse Fishkill, Inc.	141,000	975	348,740	4,875	398,057	4,875	36,395	650	0	325	11,700
61 Charlie Brown's Steakhouse Woodbridge, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
62 Charlie Brown's, Inc.	225,845	1,950	465,816	4,875	520,051	4,875	0	325	0	325	12,350
63 Jonathan Seagull Property Corp.	0	325	0	325	0	325	0	325	0	325	1,625
64 Jonathan Seagull, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
65 The Office at Bridgewater, Inc.	83,052	975	144,236	975	189,171	1,625	0	325	0	325	4,225
66 The Office at Cranford, Inc.	90,623	975	164,956	1,625	228,495	1,950	0	325	0	325	5,200
67 The Office at Keyport, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
68 The Office at Montclair, Inc.	118,616	975	225,730	1,950	312,095	4,875	0	325	0	325	8,450
69 The Office at Morristown, Inc.	96,549	975	179,581	1,625	204,783	1,625	0	325	0	325	4,875
70 The Office at Ridgewood, Inc.	107,571	975	200,759	1,625	272,956	1,950	0	325	0	325	5,200
71 The Office at Summit, Inc.	97,988	975	173,014	1,625	249,124	1,950	0	325	0	325	5,200
72 What's Your Beef V, Inc.	0	325	0	325	0	325	0	325	0	325	1,625
TOTAL	\$10,341,639	\$61,425	\$40,701,688	\$122,300	\$56,560,940	\$137,900	\$14,243,916	\$41,600	\$2,136,738	\$32,825	\$396,050
<i>NOTE: Debtor Charlie Brown's Acquisition Corp. disburses funds for all Debtors, including the quarterly minimum UST fees associated with the other Debtors in these</i>											
Previously calculated fees based on disbursements through CB Acquisition only											
10 Charlie Brown's Acquisition Corp.	10,341,639	13,000	40,701,688	30,000	56,560,940	30,000	14,243,916	20,000	2,136,738	9,750	
All other debtors (\$325 * 71 debtors)	0	23,075	0	23,075	0	23,075	0	23,075	0	23,075	
TOTAL PER CB HOLDING CORP.	\$10,341,639	\$36,075	\$40,701,688	\$53,075	\$56,560,940	\$53,075	\$14,243,916	\$43,075	\$0	\$32,825	\$218,125
Less: Adjustment credit for Q3'11								(\$7,000)			(\$7,000)
ADJUSTED TOTAL PER CB HOLDING CORP.	\$10,341,639	\$36,075	\$40,701,688	\$53,075	\$56,560,940	\$53,075	\$14,243,916	\$36,075	\$0	\$32,825	\$211,125
Previous vs. recalculated	\$0	(\$25,350)	\$0	(\$69,225)	\$0	(\$84,825)	\$0	(\$5,525)	(\$2,136,738)	\$0	(\$184,925)