

UNITED STATES BANKRUPTCY COURT District of Delaware		PROOF OF CLAIM
Name of Debtor: ALTES, LLC		Case Number: 09-11960-BLS
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Samuel Page Stewart		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: Pender & Coward, P.C. c/o Glen W. Thompson, Esquire 222 Central Park Avenue, Suite 400, Virginia Beach, VA 23462		
Telephone number: (757) 490-3000		
Name and address where payment should be sent (if different from above): <div style="text-align: center;"> RECEIVED OCT 29 2009 BMC GROUP </div>		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
Telephone number:		
1. Amount of Claim as of Date Case Filed: \$ <u>15,935.00</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority:
2. Basis for Claim: <u>Commercial Leases</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		
Date: 10/22/2009	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> Glen W. Thompson Attorney </div> <div style="text-align: center;"> Alset Owners LLC 00110 </div> </div>	

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

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INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form**Court, Name of Debtor, and Case Number:**

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the trustee or another party in interest files an objection to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity owed a debt by the debtor that arose on or before the date of the bankruptcy filing. See 11 U.S.C. §101 (10)

Claim

A claim is the creditor's right to receive payment on a debt owed by the debtor that arose on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

UNITED STATES BANKRUPTCY COURT – DISTRICT OF DELAWARE

Case: 09-11960-BLS
Debtor: Altes, LLC
Creditor: Samuel Page Stewart

J. Clyde Morris Blvd. lease (\$1,062.36 per month)
 $\$1,062.36 \times 8 \text{ months} = \$8,498.48$

Denbigh Blvd. lease (\$1,062.36 per month)
 $\$1,062.36 \times 7 \text{ months} = \$7,436.52$

TOTAL AMOUNT DUE: \$15,935.00

Checkers Drive-In Restaurants, Inc.



VIA CERTIFIED MAIL #7002 0460 0001 9535 9728
RETURN RECEIPT REQUESTED

October 3, 2003

Mr. Samuel Page Stewart
PO Box 2513
New Orleans, LA 70176

Re: Rally's Store No. 8179
692 J. Clyde Morris Blvd., Newport News, VA

Dear Mr. Stewart:

Please be advised that Checkers Drive-In Restaurants, Inc. does hereby exercise its option to extend the lease for the above referenced property for an additional 5-year period beginning June 28, 2004 and ending June 27, 2009.

Should you have any questions, please feel free to contact me directly at (813) 283-7064.

Sincerely,

Brian R. Doster
Vice President, Corporate Counsel and Secretary

cc: Mr. Robert Alrod
Mr. Leonard Levitsky
Altes, LLC
621 NW 53rd Street, #650
Boca Raton, FL 33487



WESTSHORE PLACE II, 4300 West Cypress Street, Suite 600, Tampa, Florida 33607
Phone: 813.283.7000 Fax: 813.283.7001



LEASE

THIS LEASE, made and entered into this 17th day of March, 1989, by and between SAMUEL PAGE STEWART, hereinafter referred to as "Lessor" and HAMPTON ROADS FOODS, INC., d/b/a "Rally's", a Louisiana corporation, qualified to do business in Virginia, hereinafter called "Lessee".

PREMISES

WITNESSETH, that Lessor, for and in consideration of the covenants hereinafter contained and made on the part of the Lessee, does hereby lease to Lessee, the premises located in the City of Newport News, State of Virginia, more fully described on Exhibit "A" attached hereto, together with all Lessor's rights of way, servitudes and appurtenances in adjoining and adjacent land, highways, roads, streets, lanes, whether public or private, reasonably required for the installation, maintenance, operation and service of sewer, water, gas, power and other utility lines and for driveways and approaches to and from abutting highways for the use and benefit of the above-described parcel of real estate, including the improvements constructed thereon or to be constructed thereon, as more clearly shown on Exhibit "B". The hereinabove described real property, improvements, servitudes, rights, privileges and other appurtenances described hereinafter shall collectively be hereinafter called "the Leased Premises".

Lessor acknowledges that, in order for Lessee to use the Demised Premises of the purpose hereinafter set forth, Lessor must construct thereon a building and certain other improvements (collectively "Site Improvements"). The Site Improvements and building shall be constructed in accordance with and as shown on Exhibits "C" and "D" attached hereto and incorporated herein.

Lessor further acknowledges that, this lease/agreement is contingent upon the following:

- (A) Lessor and Lessee obtaining all governmental and quasi-government permits necessary to commence and complete the construction of the building and site improvements contemplated herein.
- (B) Lessee obtaining approval from Lessor and City of Newport News for all signage, logos, canopies, awnings and umbrellas anticipated and shown in Exhibits "B", "C" and "D" and called for under Lessee's franchise agreement.
- (C) The actual completion of all improvements contemplated herein to be done by Lessor to provide Lessee the facility and utilities as shown in Exhibits "B", "C" and "D".
- (D) The final approval and acceptance of the improvements and facility by Lessee's Franchisor.

1. **TERM:** The term of the lease shall commence at 12:01 A.M. on the date on which Tenant opens for business with the public at the demised premises, and shall terminate at 11:59 P.M. on the last day of the fifteenth (15th) Lease Year (hereinafter defined). In no event shall the Commencement Date occur after December 31, 1989. If the Commencement Date does not occur on or before December 31, 1989, then this lease shall be deemed to be terminated and

925

neither party hereto shall have any further rights against or liabilities or obligations to the other except that if the failure of the Commencement Date to have occurred on or before December 31, 1989, is due to the default of either party, the rights of the other party to pursue its remedies with respect to such default shall not be extinguished upon the termination of the lease.

2. RENTALS.

(a) Lessee shall pay to Lessor for the Leased Premises an annual minimum rental in the amount of SEVENTY THOUSAND EIGHTY AND NO/100 DOLLARS (\$70,080.00). The annual minimum rental shall be payable in twelve (12) equal monthly installments, payable one each in advance, on the first day of every calendar month during the term hereof. In the event the first monthly rental payment is made on a day other than the first day of the month, then said rental payment shall be prorated for the current month.

(b) In addition to the minimum annual rental specified above, the Lessee shall pay to the Lessor a sum equal to the amount by which five percent (5%) of the gross sales of the Lessee, as hereinafter defined, at or from the Leased Premises during each calendar year, beginning from the commencement date of this Lease. In the event that the percentage rental computations shall be based on a period shorter than twelve (12) months, the Lessee shall pay to the Lessor a sum equal to the amount by which the percentage rental as defined above exceeds the total minimum rental payable during the period. Such overage rent shall be paid on a quarterly basis on the dates which are three, six, nine, and twelve months following the commencement date of this lease and each anniversary thereof. Although such overage rent is payable quarterly, it shall be computed on an annual basis. Therefore, each lease year shall be adjusted in the second, third and fourth quarters such that the total overage rent paid for the year shall equal the amount which would have been paid if computed on a strictly annual basis for such year.

Gross sales include the sale of goods, wares, merchandise or services, provided, however, that gross sales shall not include:

- (1) the exchange of merchandise between stores of the Lessee;
- (2) returns to suppliers;
- (3) sale of fixtures or equipment;
- (4) cash or credit refunds;
- (5) the amount of any city, county or state tax levied upon the customer of Lessee, but collected by the Lessee for any such taxing authority;

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- (6) proceeds from vending and coin-operated machines telephones; and
- (7) promotional items for which Lessee does not receive cash payments.

The Lessee agrees within sixty (60) days after the end of each calendar year to cause a statement of gross sales of the Lessee on and/or from the Leased Premises for such calendar year to be certified by an officer of Lessee and a copy of such statement certified by such officer shall be delivered by the Lessee to the Lessor within such sixty (60) day period.

The Lessor shall have the right at any time with two (2) years after the close of each calendar year of the term hereof to audit all of the books of accounts, documents, records, returns, papers and files of the Lessee relating to gross sales made on and/or from the Leased Premises for any calendar year, and Lessee, on request of the Lessor, shall make all such matters and materials available for such examination at the principal accounting office of the Lessee.

If the Lessor shall have such an audit made for any calendar year and the gross sales shown by the Lessee's statement for such calendar year should be found to be understated by more than three (3%) percent, then the Lessee shall pay to the Lessor the cost of such audit. Such examination and audit may be made by any Certified Public Accountant designated in writing by the Lessor from time to time. Nothing herein contained shall be construed as creating a partnership or relationship between the parties hereto other than that of Lessor and Lessee.

3. USE OF PREMISES. Lessee shall use the Leased Premises for a restaurant with drive-in capacities, or any other lawful purpose.

4. LESSEE'S COVENANTS. The Lessee covenants and agrees that during the term of this Lease and for such further time as the Lessee, or any person claiming under it, shall hold the Leased Premises or any part thereof.

- (A) To pay the rent provided herein on the days and in the manner aforesaid;
- (B) To bear, pay and discharge all future taxes, charged or imposed, upon the Leased Premises during the term of this Lease and any extensions thereof, and to promptly deliver to the Lessor at all times proper and sufficient receipts and other evidence of the payment and discharge of the same, it being agreed that the taxes for the beginning and the end of the lease term shall be pro-rated;
- (C) Not to suffer the estate of the Lessor in the Leased Premises at any time during the said term to become subject to any lien, charge or encumbrance whatsoever, and to indemnify and keep indemnified the Lessor against all such liens, charges and encumbrances; it being agreed that the Lessee shall have no authority, express or implied, to create any lien, charges and encumbrances upon the estate of the Lessor in the Leased Premises. However, should a lien or charge result by action of Lessee, Lessee shall be allowed to have sixty (60) days to remove same;
- (D) To keep the existing buildings and improvements or any buildings or improvements

which may during the said term be erected by Lessee upon the Leased Premises in good condition and repair; the costs and expense of any such maintenance and repairs to be borne solely by Lessee;

- (E) Not to make or suffer any use or occupancy of the Leased Premises contrary to any law or ordinance now or hereafter in force;
- (F) To indemnify the Lessor against all costs and expenses, including counsel fees, lawfully and reasonably incurred, in or about the Leased Premises, or in the defense of any action or proceeding, or in discharging the Leased Premises for any charge, lien or encumbrance, or in obtaining possession after default of the Lessee;
- (G) Upon termination of this Lease, either by lapse of time or otherwise, to surrender, yield and deliver upon the Leased Premises in such condition as it shall then be, subject to the provisions of Paragraph 25 hereof; and,
- (H) At its own expense, to insure and keep insured the Improvements constructed against loss or damage by fire and by extended coverage of ninety (90%) percent replacement cost form with responsible insurance companies, such insurance to be made payable, in case of loss, to Lessee and Lessor, as their interests may appear. Lessee shall keep, protect and save the Lessor harmless from any loss, cost or expense of any sort or nature, and from liability to any person, natural or artificial, on account of any damage to person or property arising out of any failure to comply with and perform all of the requirements and provisions set forth in this subparagraph.

5. CONTEST OF TAXES AND LIENS. The Lessee shall have the right, at its own cost and expense and for its sole benefit, to initiate and prosecute any proceedings permitted by law for the purpose of obtaining an abatement of, or otherwise contesting the validity or amount of taxes required to be paid by the Lessee hereunder and to defend any claims for liens that may be asserted against Lessor's estate, and, if required by law, the Lessee may take such action in the name of the Lessor, who shall cooperate with the Lessee to such extent as the Lessee may reasonably require, to the end that such proceedings may be brought to a successful conclusion; provided, however, that the Lessee shall fully indemnify and save the Lessor harmless from all loss, cost, damage and expense incurred by or to be incurred or suffered by the Lessor in the premises.

6. DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS. If the buildings and/or improvements on the Leased Premises shall be damaged or rendered untenable by fire or other casualty, the Lessor shall, within fifteen (15) days from the date of said damage or destruction, commence to repair or replace said buildings according to plans and specifications acceptable to Lessee so that Lessee may continue in occupancy and the same shall be completed within a reasonable time thereafter. It is further agreed that the rent herein required to be paid shall abate during said period of untenability. It is agreed by the parties that if the

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building cannot be replaced or repaired within sixty (60) days such damage to the building, due to the inability to obtain materials or labor needed, strikes or acts of God, or governmental restrictions that would prohibit, limit or delay such construction, then the time for completion of said repairs and replacements shall be extended accordingly, provided, however, that in any event, if the repair or replacement of the building cannot reasonably be completed within a period of one hundred twenty (120) days from the date of damage or destruction, Lessee may, at it's option, terminate this Lease. In case of any damage or destruction occurring in either of the term, to the extent of fifty (50%) percent or more of the insurable value of the building, Lessee may, at its option, which shall be evidenced by notice in writing of such damage or destruction, in lieu of repairing or replacing such building, elect to terminate this Lease as of the date of said damage or destruction.

7. SHORT FORM LEASE. At the request of either party to this Lease, the parties shall execute a "short form" of lease for recording purposes. In no event shall the "short form" lease set forth the rental or other charges payable by the Lessee under this Lease, and such "short form" lease shall expressly state that it is not intended to vary the terms and conditions of this Lease. In the event that the Lessor and Lessee shall terminate this Lease pursuant to the provisions contained herein for any cause other than Lessor's breach thereof, Lessee shall prepare, execute and deliver to Lessor a Release of Cancellation of this Lease.

8. INSURANCE. Lessee covenants and agrees at all times during the term hereof to obtain and maintain in force for the mutual benefit of Lessor and Lessee, general public liability insurance against claims for personal injury, death or property damage occurring in, on or about the Leased Premises or sidewalks adjacent to the Leased Premises in the following amounts:

Bodily Injury - per person	\$1,000,000.00
In the Aggregate	
(Involving 2 or more persons)	\$3,000,000.00
Property Damage	\$ 100,000.00

Lessee further covenants and agrees at all times during the term hereof, to obtain and maintain and keep in force fire, extended coverage, vandalism and malicious mischief insurance on the building and other permanent improvements leased hereunder in ninety (90%) percent replacement cost form. Said insurance may be issued through primary coverage policies and "umbrella" policies.

Lessee further agrees that the insurance required to be carried hereunder shall be placed with insurance companies as shall be selected by Lessee, providing, such insurance companies are authorized to do business in Virginia and are in good standing.

The parties further covenant and agree that Lessee shall deliver to the Lessor certificates of said insurance and of renewals thereof from time to time during the term of this Lease.

Lessee shall keep, protect and save the Lessor harmless from any loss, cost or expense of any sort or nature, and from any liability to any person, natural or artificial, on account of any damage to person or property arising out of any failure to comply with and perform all of the requirements and provisions set forth in this paragraph.

9. ALTERATIONS. Lessee or any Sub-Lessee may make

alterations, additions and improvements to the Leased Premises from time to time during the term of this Lease, subject to Lessor's consent, not to be unreasonably withheld, and shall have the right to erect and install such other or additional improvements, signs and equipment, subject to Lessor's consent, not to be unreasonably withheld, on the Leased Premises as Lessee may deem desirable for conducting its business thereon or for such other business as Lessee may deem advisable.

10. FIXTURES. It is mutually agreed that all trade fixtures and equipment which may be installed in the Leased Premises prior to or during the term hereof, at the cost of Lessee or any Sub-Lessee, shall remain Lessee's personal property and shall not be deemed to become part of the Leased Premises. Lessee shall have the right to remove said fixtures and equipment from the premises on or before the expiration of this Lease or any extension or renewal thereof.

Lessee or any Sub-Lessee is hereby expressly given the right at any time during the term of this Lease or any extension thereof and for a period of thirty (30) days after the termination of this Lease, or any extension thereof, by lapse of time or otherwise, to enter upon and remove from said premises any improvements or equipment of Lessee or any Sub-Lessee, but shall not be obligated to do so.

Lessee is hereby expressly given the right to grant a security interest or other lien in any and all fixtures and equipment which it pays for and Lessor agrees that, upon request by Lessee, Lessor will execute written waivers of any lien on or right to such equipment and fixtures, substantially in the form attached hereto as Exhibit "E". Lessor shall have no liability for the repayment of any furniture, fixture or equipment loan made to Lessee by a third party.

11. ASSIGNMENT AND SUBLETTING. Lessee may, subject to Lessor's consent, not to be unreasonably withheld, assign or encumber this Lease or its right hereunder. In such event, Lessee shall remain liable for the payment of all rent required to be paid hereunder and for the performance of all terms, covenants and conditions herein undertaken by the Lessee. Lessee shall have the right, subject to Lessor's consent, not to be unreasonably withheld, to sublet the Leased Premises at any time and from time to time during the term of this Lease.

12. LESSOR'S RIGHT OF RE-ENTRY. If Lessee shall fail to pay any installment of rent promptly on the day when the same becomes due and payable hereunder, and shall continue in default for a period of ten (10) days after written notice thereof by Lessor of default and demand of performance, then in such event, and as often as any such event shall occur. Lessor may (a) declare the said Lease ended, and enter into said Leased Premises or any part thereof, either with or without process of law, and expel Lessee or any person occupying the same in or upon said premises, using such force as may be necessary to do so, and so to repossess and enjoy said premises as in the Lessor's former estate; or (b) relet the premises, applying said rent from the new tenant to this Lease, and Lessee shall be responsible for no more than the rent hereinabove reserved on the day when the same becomes due and payable less the net proceeds of the reletting. Anything hereinbefore contained to the contrary notwithstanding, if any default shall occur other than in the payment of money, which cannot be reasonably cured prior to the expiration of thirty (30) days from and after the giving of notice as aforesaid, and Lessee commences to eliminate the cause of such default, then Lessor shall not have the right

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to declare the said term ended or relet the premises by reason of such default.

13. HOLDING OVER. In the event Lessee continues to occupy the Leased Premises after the last day of the primary term hereby created, or after the last day of any extension of said primary term, and the Lessor elects to accept rent thereafter, a tenancy from month-to-month only shall be created and not for any longer period.

14. CONDEMNATION. In case of a taking of all or part of the property, or the commencement of any proceedings or negotiations which might result in such a taking, Lessor will promptly give written notice thereof to Lessee, generally describing the nature and extent of such taking or the nature of such proceedings or negotiations and the nature and extent of the taking which might result therefrom, as the case may be. Lessor and Lessee reserve unto themselves the right to prosecute their respective claims for awards for any such taking based upon their respective property interests in the property to be taken. Upon any total or constructive total taking, Lessee's obligation to pay rent or to discharge any other obligation hereunder, other than the payment of money then due on damages arising out of any breach on the part of the Lessee, shall cease. Upon any partial taking which materially reduces the parking spaces for Lessee's customers, or which takes a portion of the building, Lessee may cancel upon written notice, given at any time within six (6) months from the date of such taking.

15. LESSOR'S COVENANT TO TITLE AND QUIET ENJOYMENT. Lessor covenants that Lessor is well seized of and has good title to lease the Leased Premises, does warrant and will defend the title thereto, and will indemnify Lessee against any damage and expense which Lessee may suffer by reason of any lien, encumbrance, restriction or defect in the title or description herein of the Leased Premises. If, at any time, Lessor's title or right to receive rent hereunder is dispute, or there is a change of ownership of Lessor's estate by act of the parties or operation of law, Lessee may withhold rent thereafter accruing until Lessee is furnished proof satisfactory to it as to the party entitled thereto.

16. MORTGAGE OF LEASEHOLD ESTATE. Lessee may, without the consent of Lessor, mortgage or grant a security interest in and to its leasehold estate, and in such event, Lessor hereby agrees for the benefit of any such mortgage (s) or holder (s) of indebtedness from time to time that:

- (a) Lessor will, upon request, give to any such mortgage (s) or holder (s) of indebtedness a duplicate of any and all notices or demands given by Lessor from time to time.
- (b) Such mortgage (s) or holder (s) of indebtedness shall have the privilege of performing any of Lessee's covenants hereunder or of curing any default by Lessee hereunder or of exercising any election or privilege conferred by the terms of this Lease.

17. OPTION TO RENEW. Lessee shall have two (2) successive five (5) year options to renew this Lease on the same terms and conditions. The Lease shall automatically renew on both occasions unless Lessee shall serve on Lessor a written notice that it does not wish to renew, which notice must be served on Lessor placing same in the United States mail at lease one hundred twenty (120) days prior to the expiration of the Lease or any renewal thereof.

18. ATTORNEY'S FEES. In the event that an action is instituted to enforce any provision of this Lease, then the prevailing party shall be entitled to its reasonable attorney's fees as determined by court from the other party.

19. SERVICE OF NOTICE. Notice hereunder shall be in writing, signed by the parties serving the same and shall be sent by Registered or Certified United States mail, return receipt requested, postage prepaid and shall be addressed to the parties at the addresses appearing below or to such other address as either party may have furnished to the other as a place for the service of notice. Any notice so mailed shall be deemed to have been given as of the time said notice is received via United States Certified or Registered mail.

LESSOR: SAMUEL PAGE STEWART
P. O. BOX 2513
NEW ORLEANS, LOUISIANA 70176

LESSEE: HAMPTON ROADS FOODS, INC. DAVID A. MILLER, JR., ES
1108 MADISON PLAZA 2809 S. Lynnhaven Road
SUITE 202 Suite 330
CHESAPEAKE, VIRGINIA 23320 Virginia Beach, VA 23452

20. BINDING ON SUCCESSORS AND ASSIGNS. The terms, conditions and covenants of this Lease shall be binding upon and shall insure to the benefit of each of the parties hereto, their heirs, successors and assigns, and shall run with the land.

21. ESTOPPEL CERTIFICATE. Upon request by Lessee, sent by United States Certified or Registered mail, addressed to Lessor, Lessor shall deliver to Lessee a certificate that, to the knowledge of Lessor, Lessee is not in default under any of the terms, provisions and conditions of this Lease, if such be true at the time of the request.

22. SURRENDER OF PREMISES. Lessee shall, after the last day of the primary term or any extension thereof, or upon an earlier termination of such term, surrender and yield up to Lessor the building and other improvements on such premises in good order, condition and state of repair, reasonable wear and tear and damage by fire or other casualty excepted.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, on the day, month and year hereinabove first written.

LESSOR:

LESSEE:
HAMPTON ROADS FOODS, INC.



SAMUEL PAGE STEWART




WILLIAM R. DUCKLES,
PRESIDENT

WITNESSES:

WITNESSES:









EXHIBITS ATTACHED

- "A" Legal
- "B" Site Plan
- "C" Plans
- "D" Specifications
- "E" Landlord's Waiver and Consent

EXHIBIT "E" TO LEASE

DATED AS OF _____, BETWEEN
SAMUEL P. STEWART, AS LESSOR, AND
HAMPTON ROADS FOODS, INC., AS LESSEE

LANDLORD'S WAIVER & CONSENT

TO:

PREMISES:

LESSEE: HAMPTON ROADS FOODS, INC., A Louisiana Corporation

The Undersigned is the Owner of the above described premises. The Undersigned understands that Lessee has on Premises or will install on Premises movable trade fixtures ("Equipment") either owned by you or in which you have or will have a security interest. For valuable consideration, receipt of which is acknowledged, the Undersigned hereby consents and agrees as follows:

1. That Undersigned recognizes and acknowledges that any claim or claims that you or your assigns have or may hereafter have against such Equipment is superior to any lien or claim of any nature which Undersigned now has or may hereafter have to such Equipment by statute, agreement or otherwise.

2. That each and every right which Undersigned now has, or may hereafter have, under any law, or by virtue of any agreement, now in effect or hereafter executed by Lessee to levy or distrain upon Equipment for rent, in arrears, in advance or both, or to claim or assert title to Equipment is hereby waived.

3. That Equipment shall remain personal property notwithstanding the manner or mode of the attachment or installation of Equipment and shall not become fixtures.

SPS

HRD

of any of the terms and conditions of any agreement with you, you or your assigns may remove Equipment, or any part thereof, provided you repair any damage caused to the demised premises by any such removal at your expense. The Undersigned will make no claim whatsoever to Equipment.

5. You or your assigns may, without affecting the validity of this Agreement, extend the times or payment of any indebtedness of Lessee, to you or your assigns in the performance of any of the terms and conditions of any agreement, without the consent of the Undersigned and without giving notice thereof to the Undersigned.

6. This Agreement shall inure to the benefit of your successors and assigns and shall be binding upon the successors and assigns of the Undersigned, and shall inure to the benefit of anyone succeeding to your interest in Equipment or your security interest therein.

signed and sealed this 17th day of MARCH, 1989

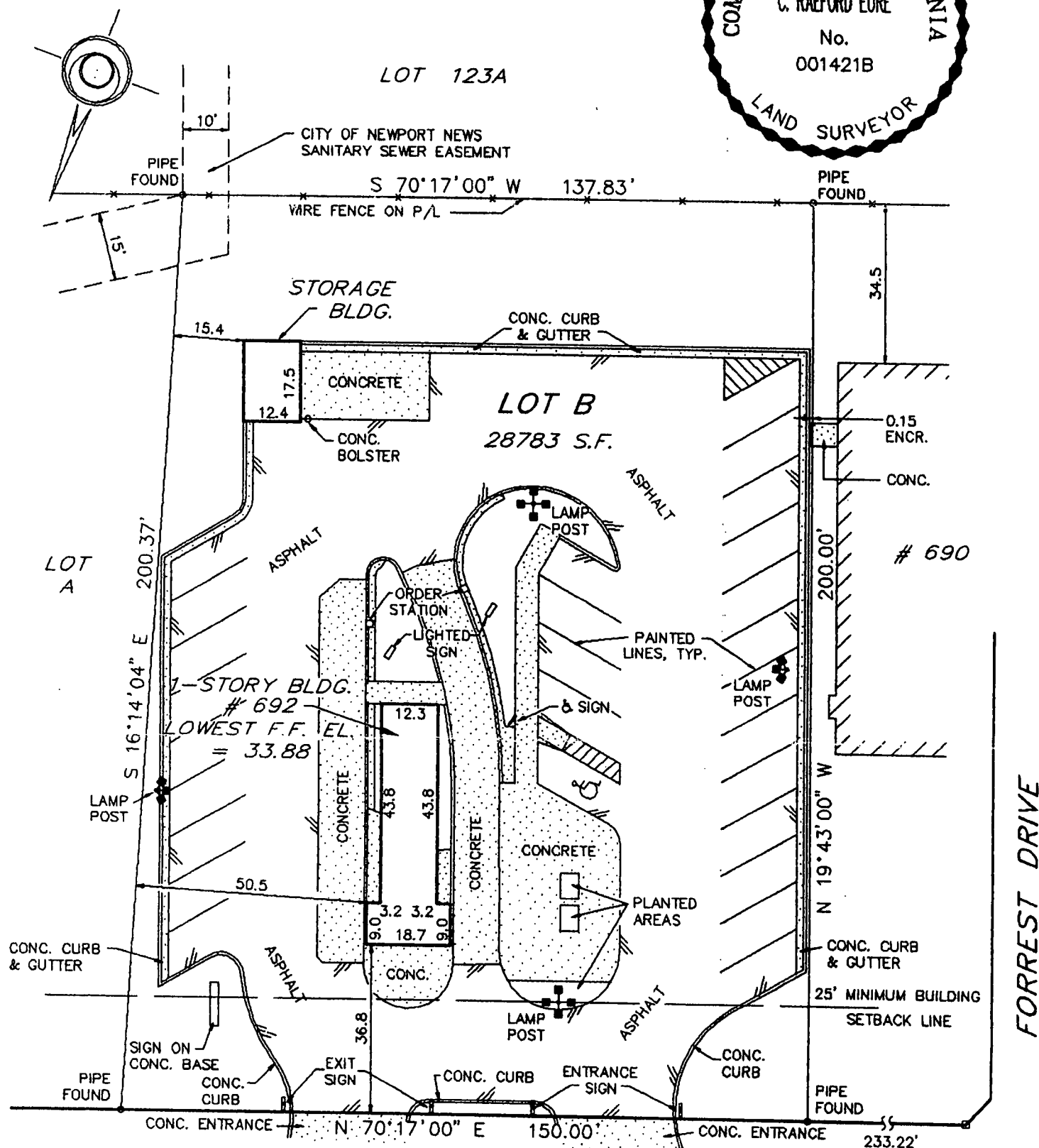
WITNESSES: Betty R. Bowling

Samuel P. Stewart
SAMUEL P. STEWART

NRD

THIS IS TO CERTIFY THAT ON AUGUST 24, 1989 I SURVEYED THE PROPERTY SHOWN ON THIS PLAT AND THE TITLE LINES AND THE WALLS OF THE BUILDINGS ARE AS SHOWN ON THIS PLAT. THE BUILDINGS STAND STRICTLY WITHIN THE TITLE LINES AND THERE ARE NO ENCROACHMENTS OR OTHER BUILDINGS EXCEPT AS SHOWN.

THE PROPERTY SHOWN HEREON APPEARS TO FALL
INSIDE ZONE C AS SHOWN ON THE F.E.M.A.
FLOOD HAZARD MAP FOR THE CITY OF NEWPORT NEWS, VA
COMMUNITY NO. 510103
PANEL NO. 13A OF 18



J. CLYDE MORRIS BOULEVARD - U. S. RTE. 17

PHYSICAL OF SURVEY
LOT B
RESUBDIVISION OF EASTERLY PART
OF LOTS 121 & 122
ROBINSON TRACT
NEWPORT NEWS, VIRGINIA
FOR

SAMUEL PAGE STEWART

REF: P.B. 10, PG. 109
CLERK'S OFFICE
NEWPORT NEWS, VA



HOGGARD/EURE ASSOCIATES
Surveyors/Planners/Engineers
6006 CHURCHLAND BLVD/PO BOX 6398/(804)484-9870
Portsmouth, Virginia 23703

SCALE: 1" = 30 FT.

NO DEED FURNISHED

ACAD\JOBS\519-88\PHYS.DWG

519-88



Checkers Drive-In Restaurants, Inc.

14255 49TH STREET NORTH, BUILDING 1 • CLEARWATER, FLORIDA 33762
PHONE: (727) 519-2000 • FAX: (727) 519-2001



***Via Certified Mail # Z 201 953 884
Return Receipt Requested***

October 20, 1999

Mr. Samuel Page Stewart
P.O. Box 2513
New Orleans, LA 70176

**Re: Store # 1504 – 692 J. Clyde Morris Blvd., Newport News, VA 23601
Consent to Sub-Lease**

Dear Mr. Stewart:

We lease the above property from you. As part of our marketing strategy, we have decided to convert all of our units in this market from company operation to operation by a franchisee. The franchisee will continue operations under our brand name. In connection with this conversion we need to sublease the above property to the franchisee on the same terms and conditions as are set forth in our lease from you. We, of course, will remain the direct tenant from you under our lease and, as such, will continue to be liable to you for performance of all of the obligations set forth in the lease.

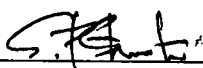
This letter is enclosed in triplicate, please signify your consent by signing where provided for below. Please return two copies of this document to me in the enclosed self-addressed envelope within the next two weeks. If you have any questions or concerns, please contact me at 727/519-2023.

Sincerely yours,

Diane Scheller
Asset Manager

UNDERSTOOD AND CONSENT TO
SUBLET GIVEN THIS 10
DAY OF NOVEMBER, 1999

Samuel Page Stewart



Enclosure



Checkers Drive-In Restaurants, Inc.

14255 49TH STREET NORTH, BUILDING 1 • CLEARWATER, FLORIDA 33762
PHONE: (727) 519-2000 • FAX: (727) 519-2001



***Via Certified Mail # Z 201 953 888
Return Receipt Requested***

October 20, 1999

Mr. Samuel Page Stewart
P.O. Box 2513
New Orleans, LA 70176

**Re: Store # 1509 – 412 Denbeigh Blvd., Newport News, VA 23602
Consent to Sub-Lease**

Dear Mr. Stwwart:

We lease the above property from you. As part of our marketing strategy, we have decided to convert all of our units in this market from company operation to operation by a franchisee. The franchisee will continue operations under our brand name. In connection with this conversion we need to sublease the above property to the franchisee on the same terms and conditions as are set forth in our lease from you. We, of course, will remain the direct tenant from you under our lease and, as such, will continue to be liable to you for performance of all of the obligations set forth in the lease.

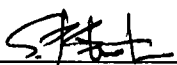
This letter is enclosed in triplicate, please signify your consent by signing where provided for below. Please return two copies of this document to me in the enclosed self-addressed envelope within the next two weeks. If you have any questions or concerns, please contact me at 727/519-2023.

Sincerely yours,

Diane Scheller
Asset Manager

UNDERSTOOD AND CONSENT TO
SUBLET GIVEN THIS 10
DAY OF NOVEMBER, 1999

Samuel Page Stewart



Enclosure

Checkers Drive-In Restaurants,



VIA CERTIFIED MAIL #7002 0510 0003 0576 0547
RETURN RECEIPT REQUESTED

April 25, 2005

Samuel Page Stewart
P.O. Box 2513
New Orleans, LA 70176

Re: Checkers Store #8183 – 410 Denbigh Blvd, Newport News, VA

Dear Mr. Stewart:

Please be advised that Checkers Drive-In Restaurants, Inc. does hereby exercise its first option to extend the lease for the above referenced property for an additional 5-year period beginning October 10, 2005 and ending October 9, 2010.

Should you have any questions, please feel free to contact me directly at (813) 283-7064.

Sincerely,

Brian R. Doster
Vice President, Corporate Counsel and Secretary

cc: Jan Bocskai
Altes, LLC
5901 Broken Sound Parkway
Suite 310
Boca Raton, FL 33487



04-22-05 16:54 FROM CHECKERS-OPERATIONS 8132837208

T-201 P01/01 U-075

Checkers Drive-In Restaurants, Inc.



April 22, 2005

VIA FACSIMILE NO. (561) 241-4577

IMPORTANT - ACTION REQUIRED

Mr. Robert Alrod
Mr. Leonard Levitsky
Altes, LLC
621 Northwest 53rd Street, Suite 650
Boca Raton, FL 33487

Re: Rally's Store #8183 - 410 Denbigh Blvd, Newport News, VA

Dear Bob and Lenny:

The current underlying lease term for the subject location began October 10, 1990 and will expire on October 9, 2005. The lease has an automatic renewal option extending the ground lease for an additional five (5) year period beginning October 10, 2005 and ending October 9, 2010, of which a 120 day notice is required by June 11, 2005.

The Current Base Rent of \$6,400.00/month will remain the same for the new term beginning October 10, 2005.

Please confirm your desire for us to exercise the renewal option by signing where provided for below and returning this letter to us as soon as possible. If you desire Checkers Drive-In Restaurants, Inc. not to renew the underlying lease, please contact me at (813) 283-7164 upon receipt of this notice.

Please fax a signed copy to my attention at (813) 283-7208, and return the hard copy by mail.

Sincerely,

Leanna J. Gerken
Property Manager

ALTES, LLC

By:

Name: LEONARD LEVITSKYTitle: MANAGING MEMBER

R9

CONSENT OF LESSOR

TO: RALLY'S HAMBURGERS, INC.

FROM: SAMUEL PAGE STEWART ("Lessor")

RE: Denbigh Village Centre, Denbigh, Newport News, Virginia
(the "Lease")

with HAMPTON ROADS FOODS, INC., a Louisiana corporation
("Lessee")

For good and valuable consideration, the receipt of which is acknowledged, Lessor hereby consents to the assignment of the Lease by Lessee to RALLY'S HAMBURGERS, INC., and Lessor agrees, covenants and warrants as follows:

1. The Lease is dated July 3, 1990, and has not been altered or amended except as follow:

2. The rental due under the Lease is as stated in the Lease.

3. Rentals under the Lease have been paid in full through and including JANUARY, 1995. There are no other sums or charges owing in connection with the Lease or the property covered by the Lease.

4. No default exists under the Lease on the part of either the Lessor or Lessee, nor is Lessor aware of any state of facts, which with the passage of time or the giving of notice, would constitute a default under the Lease by Lessor or Lessee.

5. Other than claims for rentals not yet due and payable, Lessor has no claim or cause of action against Lessee.

6. Lessor agrees to provide to RALLY'S HAMBURGERS, INC. notice of any default that it may give to Lessee and RALLY'S HAMBURGERS, INC. shall be entitled to cure such default if it so elects, in accordance with the time and in the manner provided in the Lease.

7. Lessor holds a security deposit in the amount of \$ none.

8. The term of the Lease commenced on October 10, 1990.

IN WITNESS WHEREOF, Lessor has caused this Consent to be executed as of the day of 10TH JANUARY, 1995.

[Signature] 10-95

[Signature]
Lessor

MEMORANDUM OF LEASE AND SUBLEASE

(Virginia #1505)

This MEMORANDUM OF LEASE AND SUBLEASE (this "Memorandum"), is made and entered into as of this 26 day of January, 2000, by and between Samuel Page Stewart, an individual (the "Landlord"), whose address is P.O. Box 2513, New Orleans, LA 70176, and **Checkers Drive-In Restaurants, Inc.**, a Delaware corporation (the "Sub-Landlord"), whose address is 14255 49th Street North, Building #1, Clearwater, Florida 33762, and Altes, L.L.C., a limited liability company (the "Tenant"), having an address of 621 N.W. 53rd Street, Suite 650, Boca Raton, Florida 33487. The following recitals form the basis for this Memorandum:

WITNESSETH:

A. Landlord and Sub-Landlord are parties to that certain Lease Agreement (the "Lease") dated as of April 11, 1989, whereby Landlord demised to Sub-Landlord and Sub-Landlord leased from Landlord the Premises, as described in Exhibit "B" attached hereto (the "Premises").

B. Sub-Landlord and Tenant are parties to a Sublease Agreement dated _____ (the "Sublease"), which encompasses the Premises described above and pursuant to which Sub-Landlord has subleased to Tenant its interest in the Premises.

C. Landlord, Sub-Landlord and Tenant desire to provide notice of the Lease and Sublease. Capitalized terms not otherwise defined herein shall have the same meaning as in the Lease.

NOW, THEREFORE, in consideration of the Premises and other good and valuable consideration as more fully provided in the Lease, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Subject to the covenants and conditions contained in the Lease, Landlord demised to Sub-Landlord and Sub-Landlord leased from Landlord the Premises.

2. Subject to the covenants and conditions contained in the Sublease, Sub-Landlord subleased to Tenant all of its interest in the Premises.

3. The respective terms of the Lease and Sublease, are set forth on the attached see Exhibit "A".

4. This instrument does not alter, amend, modify or change the Lease or Sublease or the exhibits thereto in any respect. All of the provisions of the Lease and

Sublease and exhibits thereto are hereby incorporated by reference in this Memorandum. In the event of any conflict between the provisions of this Memorandum, the Lease and the Sublease, the provisions of the Lease and Sublease shall control.

5. Copies of the Lease and Sublease are on file at the office of the Sub-Landlord at the address set forth above.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease and Sublease as of the day and year first above written.

Witness:

"Landlord"

Samuel Page Stewart

By: Samuel Page Stewart
Printed Name: SAMUEL PAGE STEWART
Title: OWNER

FedEx USA Airbill

FedEx Tracking Number

821754699376

1 From Please print and press hard
 Date 7/25/00
 Sender's Name Sam Stewart
 Company
 Sender's FedEx Account Number
 Phone (504) 583-0017

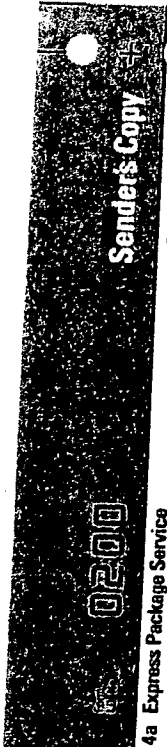
Address 5330 Coliseum Street
 City NEW ORLEANS, State LA Zip 70115
 Dept./Floor/Suite/Room

2 Your Internal Billing Reference
 First 24 characters will appear on invoice.
 3 To Recipient's Name ANDREW FRUIT
 Company SHUMAKER, LOOP ATT.
 Address 101 EAST KENNEDY BLVD. SUITE 2800
 City TAMPA, FLORIDA
 State FLA Zip 33602
 Dept./Floor/Suite/Room

Questions? Call 1-800-Go-FedEx® (800-463-3339)
 Visit our Web site at www.fedex.com

By using this Airbill you agree to the service conditions on the back of this Airbill and in our current Service Guide, including terms that limit our liability.

RETAIN THIS COPY FOR YOUR RECORDS



Sender's Copy

4a Express Package Service
☐ FedEx Priority Overnight
☒ FedEx Standard Overnight
☐ FedEx 2Day*
☐ FedEx Express Saver*
 Packages up to 150 lbs.
 Delivery commitment may be later in some areas.
 Earliest next business day delivery to select business.

4b Express Freight Service
☐ FedEx 1Day Freight*
☐ FedEx 2Day Freight
☐ FedEx 3Day Freight
 Packages over 150 lbs.
 Delivery commitment may be later in some areas.
 Earliest next business day.

5 Packaging
☒ FedEx Letter*
☐ FedEx Pak*
☐ Other Pkg.
 *Declared value limit \$500
 Includes FedEx Box, FedEx Tube, and Customer pkg.

6 Special Handling
☐ Saturday Delivery
☐ Sunday Delivery
☐ HOLD Weekday at FedEx Location
☐ HOLD Saturday at FedEx Location
 Available for FedEx Priority Overnight and FedEx 2Day to select ZIP codes.
 Does this shipment contain dangerous goods?
☐ No ☐ Yes
 As per attached Shipper's Declaration and manifest
 Dangerous Goods cannot be shipped in FedEx packaging.
☐ Dry Ice
☐ Dry Ice & UN 1845
☐ Cargo Aircraft Only

7 Payment Bill to
☐ Sender
☐ Recipient
☒ Third Party
☐ Credit Card
☐ Cash/Check
 Enter FedEx Acct. No. or Credit Card No. below.
 FedEx Acct. No. Credit Card No.

Total Packages Total Weight Total Declared Value*
 \$ 13.52
 FedEx Use Only

8 Release Signature Sign to authorize delivery without obtaining signature.

By signing you authorize us to deliver this shipment without obtaining a signature and agree to indemnify and hold us harmless from any resulting claims.

Rev. Date 11/98/Post #154615-©1994-98 FedEx® PRINTED IN U.S.A. GFEF 500

360

SHUMAKER, LOOP & KENDRICK, LLP

ATTORNEYS AT LAW

ANDREW J. FRUIT
(813) 227-2342
afruit@slk-law.com

101 EAST KENNEDY BOULEVARD, SUITE 2800
TAMPA, FLORIDA 33602
(813) 229-7600
FAX (813) 229-1660

OTHER OFFICES:
CHARLOTTE, NC
COLUMBUS, OH
TOLEDO, OH

MAILING ADDRESS:
POST OFFICE BOX 172609
TAMPA, FLORIDA 33672-0609

June 28, 2000

VIA FEDERAL EXPRESS

Mr. Samuel Page Stewart
5330 Coliseum Street
New Orleans, LA 70115

Re: Checkers Drive-In Restaurants, Inc./Textron Financial Corporation
Store # R 402 located 3222 S. Carrollton Avenue, New Orleans, LA 70115 and
Store # R 407 located at 131 North Broad Street, New Orleans, LA

Dear Mr. Stewart:

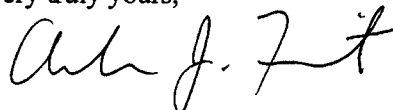
This firm represents Checkers Drive-In Restaurants, Inc. ("Checkers") in connection with a financing transaction it is undertaking with Textron Financial Corporation ("Textron"). Checkers recently announced that it has fulfilled its commitment to retire approximately \$40 million of senior notes on June 15, 2000, their maturity date. Checkers raised a portion of the capital to pay off its debt on a timely basis by selling certain markets and entering into a secured financing transaction with Textron.

In connection with this financing transaction, Checkers is required to furnish Textron with certain Landlord's Consent documents, executed by certain of its landlords, which generally authorize Checkers to pledge certain leasehold interests and associated personal property at the leased premises as collateral for the loan. As you are probably aware, this type of documentation is standard for transactions of this nature.

Enclosed are the requested Landlord Consent and Subordination, NonDisturbance and Attornment Agreement ("SNDA"). The SNDA should be executed by both the landlord and the Fee Secured Party if there is a Mortgage, Deed to Secure Debt or Deed of Trust encumbering the property. If the documents meet with your approval, please have them executed, notarized, and returned to us at your earliest convenience in the enclosed self-addressed, pre-paid FedEx envelope.

If you have any questions or concerns with respect to the enclosed or anything else in connection with this matter, please call. Thank you in advance for your cooperation and assistance in these regards.

Very truly yours,



Andrew J. Fruit

Enclosures

**PENDER &
COWARD P.C.**
ATTORNEYS AT LAW

GREENWICH CENTRE
192 BALLARD COURT, SUITE 400
VIRGINIA BEACH, VA 23462-6557

TELEPHONE (757) 490-3000
FACSIMILE (757) 497-1914
www.pendercoward.com

H. Lee Addison, III
S. Beryl Adler
R. Neal Butt
Kathryn Byler Clark
Paul A. Driscoll
Randolph C. Duvall
Lisa Ehrich
Douglas J. Glenn

David L. Horne
Douglas E. Kahle
Peter M. Kubin
William A. Lascara
James B. Loneragan
Burke W. Margulies
Richard H. Matthews
Mary Keating O'Neill

Beverlee R. Peters
Jeff W. Rosen
Charles M. Sallé
Daniel M. Schieble
Mark E. Slaughter
Glen W. Thompson
W. Robert Turner, III
Sarah J. Zecca

Glen W. Thompson
(757) 490-6284
gthompso@pendercoward.com

July 21, 2000

Samuel Page Stewart
P.O. Box 2513
New Orleans, LA 70176

**Re: Checkers Drive-In Restaurants, Inc./Textron
Financial Corporation
Store #R-402, 3222 S. Carrollton Ave., New Orleans, LA
Store #R-407, 131 N. Broad Street, New Orleans, LA**

Dear Sam:

I have reviewed the documents and have found nothing of great concern to you. Basically, the documents provide for Textron to lend to Checkers Drive-In Restaurants, Inc. and take a security interest in the lease and in the trade fixtures, furniture, equipment and other personal property owned by the tenant in the two restaurants. You have agreed that Textron as lender will receive notice of any matters concerning the lease, that Textron shall have a security interest in the tenant's rights of the lease and the equipment and that Textron may step into the shoes of the tenant to renew the lease and if the lease is foreclosed upon by you.

There is one change to the "Subordination, Nondisturbance and Attornment Agreement". Please note that I discovered on page 2 of the agreement, that on line 4, the word Textron should be changed to fee secured party.

I brought this error to the attention of Andrew Fruit who represents Checkers Drive-In Restaurants, Inc. He agreed with the change and asked that I make the change in writing and that you initial the change on the side.

Therefore, you need to sign both copies of the Landlord's Consent as well as both copies of the Subordination, Nondisturbance and Attornment Agreements and initial the change on page 2. Have your signatures acknowledged before a Notary

Samuel Page Stewart
July 21, 2000
Page Two

Public and return the documents to Andrew Fruit. I have sent this letter to you by overnight delivery as Andrew Fruit states that there is a urgency in having this completed.

Please call me if you have any questions. If I do not hear from you, I will assume that everything is okay and that you are having a great time golfing in the British Isles.

Sincerely yours,



Glen W. Thompson

GWT:cv



Checkers Drive-In Restaurants, Inc.

14255 49TH STREET NORTH, BUILDING 1 • CLEARWATER, FLORIDA 33762
PHONE: (727) 519-2000 • FAX: (727) 519-2001



***Via Certified Mail # Z 201 953 091
Return Receipt Requested***

January 11, 2000

Samuel Page Stewart
P.O. Box 2513
New Orleans, LA 70176

Re: Store #1509- 412 Denbeigh Blvd., Newport News, VA 23602
Landlord Estoppel, Non-Disturbance and Attornment
and Memorandum Documents

JUL 3 1990
OCT 9 2005
OCT 9 2015

Dear Mr. Stewart:

We lease the above property from you. As part of our marketing strategy, we have decided to convert all of our units in this market from company operation to operation by a franchisee. The franchisee will continue operations under our brand name. In connection with this conversion we need to sublease the above property to the franchisee on the same terms and conditions as are set forth in our lease from you. We, of course, will remain the direct tenant from you under our lease and, as such, will continue to be liable to you for performance of all of the obligations set forth in the lease.

Please find enclosed triplicate Landlord Estoppel Agreement, Non-Disturbance and Attornment Agreement and Memorandum of Lease and Sublease documents as requested by our Franchisee's lender. The Non-Disturbance and Attornment Agreement does not need to be signed unless you have a mortgage on the property we lease from you. If you have any questions on completing that document or any general questions in regard to the documents, please feel free to contact me at 727/519-2023.

We would request that the enclosed documents be executed and two (2) sets be returned to me within the next week in the enclosed pre-paid envelope. Thank you for your attention to this matter.

Very truly yours,

Diane Scheller
Asset Manager

LEASE

THIS LEASE, made and entered into this 3rd day of July, 1990, by and between SAMUEL PAGE STEWART, hereinafter referred to as "Lessor" and HAMPTON ROADS FOODS, INC., d/b/a "Rally's", a Louisiana corporation, qualified to do business in Virginia, hereinafter called "Lessee".

PREMISES

WITNESSETH, that Lessor, for and in consideration of the covenants hereinafter contained and made on the part of the Lessee, does hereby lease to Lessee, the premises located in the City of Newport News, State of Virginia, more fully described on Exhibit "A" attached hereto, together with all Lessor's rights of way, servitudes and appurtenances in adjoining and adjacent land, highways, roads, streets, lanes, whether public or private, reasonably required for the installation, maintenance, operation and service of sewer, water, gas, power and other utility lines and for driveways and approaches to and from abutting highways for the use and benefit of the above-described parcel of real estate, including the improvements constructed thereon or to be constructed thereon, as more clearly shown on Exhibit "B". The hereinabove described real property, improvements, servitudes, rights, privileges and other appurtenances described hereinafter shall collectively be hereinafter called "the Leased Premises".

Lessor acknowledges that, in order for Lessee to use the Demised Premises of the purpose hereinafter set forth, Lessor must construct thereon a building and certain other improvements (collectively "Site Improvements"). The Site Improvements and building shall be constructed in accordance with and as shown on Exhibits "C" and "D" attached hereto and incorporated herein.

Lessor further acknowledges that, this lease/agreement is contingent upon the following:

- (A) Lessor and Lessee obtaining all governmental and quasi-government permits necessary to commence and complete the construction of the building and site improvements contemplated herein.
- (B) Lessee obtaining approval from Lessor and City of Newport News for all signage, logos, canopies, awnings and umbrellas anticipated and shown in Exhibits "B", "C" and "D" and called for under Lessee's franchise agreement.
- (C) The actual completion of all improvements contemplated herein to be done by Lessor to provide Lessee the facility and utilities as shown in Exhibits "B" and "C".
- (D) The final approval and acceptance of the improvements and facility by Lessee's Franchisor.

1. TERM: The term of the lease shall commence at 12:01 A.M. on the date on which Tenant opens for business with the public at the demised premises, and shall terminate at 11:59 P.M. on the last day of the fifteenth (15th) Lease Year (hereinafter defined). In no event shall the Commencement Date occur after December 31, 1990. If the Commencement Date does not occur on or before December 31, 1990, then this lease shall be deemed to be terminated and

EXHIBIT

tabbies

neither party hereto shall have any further rights against or liabilities or obligations to the other except that if the failure of the Commencement Date to have occurred on or before December 31, 1990, is due to the default of either party, the rights of the other party to pursue its remedies with respect to such default shall not be extinguished upon the termination of the lease.

2. RENTALS.

(a) Lessee shall pay to Lessor for the Leased Premises an annual minimum rental in the amount of SEVENTY SIX THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$76,800.00). The annual minimum rental shall be payable in twelve (12) equal monthly installments, payable one each in advance, on the first day of every calendar month during the term hereof. In the event the first monthly rental payment is made on a day other than the first day of the month, then said rental payment shall be prorated for the current month.

(b) In addition to the minimum annual rental specified above, the Lessee shall pay to the Lessor a sum equal to the amount by which five percent (5%) of the gross sales of the Lessee, as hereinafter defined, at or from the Leased Premises during each calendar year, beginning from the commencement date of this Lease, shall exceed the annual minimum rental to be paid by the Lessee under this Lease. In the event that the percentage rental computations shall be based on a period shorter than twelve (12) months, the Lessee shall pay to the Lessor a sum equal to the amount by which the percentage rental as defined above exceeds the total minimum rental payable during the period. Such overage rent shall be paid on a quarterly basis on the dates which are three, six, nine, and twelve months following the commencement date of this lease and each anniversary thereof. Although such overage rent is payable quarterly, it shall be computed on an annual basis. Therefore, each lease year shall be adjusted in the second, third and fourth quarters such that the total overage rent paid for the year shall equal the amount which would have been paid if computed on a strictly annual basis for such year.

Gross sales include the sale of goods, wares, merchandise or services, provided, however, that gross sales shall not include:

- (1) the exchange of merchandise between stores of the Lessee;
- (2) returns to suppliers;
- (3) sale of fixtures or equipment;
- (4) cash or credit refunds;
- (5) the amount of any city, county or state tax levied upon the customer of Lessee, but collected by the Lessee for any such taxing authority;

- (6) proceeds from vending and coin-operated machines telephones; and
- (7) promotional items for which Lessee does not receive cash payments.

The Lessee agrees within sixty (60) days after the end of each calendar year to cause a statement of gross sales of the Lessee on and/or from the Leased Premises for such calendar year to be certified by an officer of Lessee and a copy of such statement certified by such officer shall be delivered by the Lessee to the Lessor within such sixty (60) day period.

The Lessor shall have the right at any time with two (2) years after the close of each calendar year of the term hereof to audit all of the books of accounts, documents, records, returns, papers and files of the Lessee relating to gross sales made on and/or from the Leased Premises for any calendar year, and Lessee, on request of the Lessor, shall make all such matters and materials available for such examination at the principal accounting office of the Lessee.

If the Lessor shall have such an audit made for any calendar year and the gross sales shown by the Lessee's statement for such calendar year should be found to be understated by more than three (3%) percent, then the Lessee shall pay to the Lessor the cost of such audit. Such examination and audit may be made by any Certified Public Accountant designated in writing by the Lessor from time to time. Nothing herein contained shall be construed as creating a partnership or relationship between the parties hereto other than that of Lessor and Lessee.

3. USE OF PREMISES. Lessee shall use the Leased Premises for a restaurant with drive-in capacities, or any other lawful purpose.

4. LESSEE'S COVENANTS. The Lessee covenants and agrees that during the term of this Lease and for such further time as the Lessee, or any person claiming under it, shall hold the Leased Premises or any part thereof.

- (A) To pay the rent provided herein on the days and in the manner aforesaid;
- (B) To bear, pay and discharge all future taxes, charged or imposed, upon the Leased Premises during the term of this Lease and any extensions thereof, and to promptly deliver to the Lessor at all times proper and sufficient receipts and other evidence of the payment and discharge of the same, it being agreed that the taxes for the beginning and the end of the lease term shall be pro-rated;
- (C) Not to suffer the estate of the Lessor in the Leased Premises at any time during the said term to become subject to any lien, charge or encumbrance whatsoever, and to indemnify and keep indemnified the Lessor against all such liens, charges and encumbrances; it being agreed that the Lessee shall have no authority, express or implied, to create any lien, charges and encumbrances upon the estate of the Lessor in the Leased Premises. However, should a lien or charge result by action of Lessee, Lessee shall be allowed to have sixty (60) days to remove same;
- (D) To keep the existing buildings and improvements or any buildings or improvements

which may during the said term be erected by Lessee upon the Leased Premises in good condition and repair; the costs and expense of any such maintenance and repairs to be borne solely by Lessee;

- (E) Not to make or suffer any use or occupancy of the Leased Premises contrary to any law or ordinance now or hereafter in force;
- (F) To indemnify the Lessor against all costs and expenses, including counsel fees, lawfully and reasonably incurred, in or about the Leased Premises, or in the defense of any action or proceeding, or in discharging the Leased Premises for any charge, lien or encumbrance, or in obtaining possession after default of the Lessee;
- (G) Upon termination of this Lease, either by lapse of time or otherwise, to surrender, yield and deliver upon the Leased Premises in such condition as it shall then be, subject to the provisions of Paragraph 25 hereof; and,
- (H) At its own expense, to insure and keep insured the Improvements constructed against loss or damage by fire and by extended coverage of ninety (90%) percent replacement cost form with responsible insurance companies, such insurance to be made payable, in case of loss, to Lessee and Lessor, as their interests may appear. Lessee shall keep, protect and save the Lessor harmless from any loss, cost or expense of any sort or nature, and from liability to any person, natural or artificial, on account of any damage to person or property arising out of any failure to comply with and perform all of the requirements and provisions set forth in this subparagraph.

5. CONTEST OF TAXES AND LIENS. The Lessee shall have the right, at its own cost and expense and for its sole benefit, to initiate and prosecute any proceedings permitted by law for the purpose of obtaining an abatement of, or otherwise contesting the validity or amount of taxes required to be paid by the Lessee hereunder and to defend any claims for liens that may be asserted against Lessor's estate, and, if required by law, the Lessee may take such action in the name of the Lessor, who shall cooperate with the Lessee to such extent as the Lessee may reasonably require, to the end that such proceedings may be brought to a successful conclusion; provided, however, that the Lessee shall fully indemnify and save the Lessor harmless from all loss, cost, damage and expense incurred by or to be incurred or suffered by the Lessor in the premises.

6. DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS. If the buildings and/or improvements on the Leased Premises shall be damaged or rendered untenable by fire or other casualty, the Lessor shall, within fifteen (15) days from the date of said damage or destruction, commence to repair or replace said buildings according to plans and specifications acceptable to Lessee so that Lessee may continue in occupancy and the same shall be completed within a reasonable time thereafter. It is further agreed that the rent herein required to be paid shall abate during said period of untenability. It is agreed by the parties that if the

alterations, additions and improvements to the Leased Premises from time to time during the term of this Lease, subject to Lessor's consent, not to be unreasonably withheld, and shall have the right to erect and install such other or additional improvements, signs and equipment, subject to Lessor's consent, not to be unreasonably withheld, on the Leased Premises as Lessee may deem desirable for conducting its business thereon or for such other business as Lessee may deem advisable.

10. FIXTURES. It is mutually agreed that all trade fixtures and equipment which may be installed in the Leased Premises prior to or during the term hereof, at the cost of Lessee or any Sub-Lessee, shall remain Lessee's personal property and shall not be deemed to become part of the Leased Premises. Lessee shall have the right to remove said fixtures and equipment from the premises on or before the expiration of this Lease or any extension or renewal thereof.

Lessee or any Sub-Lessee is hereby expressly given the right at any time during the term of this Lease or any extension thereof and for a period of thirty (30) days after the termination of this Lease, or any extension thereof, by lapse of time or otherwise, to enter upon and remove from said premises any improvements or equipment of Lessee or any Sub-Lessee, but shall not be obligated to do so.

Lessee is hereby expressly given the right to grant a security interest or other lien in any and all fixtures and equipment which it pays for and Lessor agrees that, upon request by Lessee, Lessor will execute written waivers of any lien on or right to such equipment and fixtures, substantially in the form attached hereto as Exhibit "E". Lessor shall have no liability for the repayment of any furniture, fixture or equipment loan made to Lessee by a third party.

11. ASSIGNMENT AND SUBLETTING. Lessee may, subject to Lessor's consent, not to be unreasonably withheld, assign or encumber this Lease or its right hereunder. In such event, Lessee shall remain liable for the payment of all rent required to be paid hereunder and for the performance of all terms, covenants and conditions herein undertaken by the Lessee. Lessee shall have the right, subject to Lessor's consent, not to be unreasonably withheld, to sublet the Leased Premises at any time and from time to time during the term of this Lease.

Notwithstanding the foregoing, should Tenant be in default of the Franchise Agreement between Tenant and Rally's, Inc. ("Tenant's Franchisor") dated May 1, 1987, or should such agreement be terminated by Tenant's Franchisor, then Tenant's Franchisor shall have the right to assume this lease without securing a further consent from Landlord; provided, however, that Tenant's Franchisor shall (i) give to Landlord concomitant notice of such assumption of this Lease and (ii) agree to thereafter keep and perform all obligations of Tenant hereunder. Should Tenant's Franchisor request a subsequent consent to an assignment of this Lease to another franchisee, Landlord agrees to be reasonable in consenting or withholding such consent, provided however, that (i) Tenant's Franchisor shall continue to be responsible for the payment of rent and performance of all other obligations of Tenant under this Lease and (ii) such consent shall not be deemed a consent by Landlord to a change in use from the operation of a Rally's retail food outlet.

12. LESSOR'S RIGHT OF RE-ENTRY. If Lessee shall fail to pay any installment of rent promptly on the day when the same becomes due and payable hereunder, and shall continue in default for a period of ten (10) days after written notice thereof by Lessor of default and demand of performance, then in such event, and as often as any such event shall occur, Lessor may (a) declare the said Lease ended, and enter into said Leased Premises or any part thereof, either with or without process of law, and expel Lessee or any person occupying the same in or upon said premises, using such force as may be necessary to do so, and so to repossess and enjoy said premises as in the Lessor's former estate; or (b) relet the premises, applying said rent from the new tenant to this Lease, and Lessee shall be responsible for no more than the rent hereinabove reserved on the day when the same becomes due and payable less the net proceeds of the reletting. Anything hereinbefore contained to the contrary notwithstanding, if any default shall occur other than in the payment of money, which cannot be reasonably cured prior to the expiration of thirty (30) days from and after the giving of notice as aforesaid, and Lessee commences to eliminate the cause of such default, then Lessor shall not have the right to declare the said term ended or relet the premises by reason of such default.

13. HOLDING OVER. In the event Lessee continues to occupy the Leased Premises after the last day of the primary term hereby created, or after the last day of any extension of said primary term, and the Lessor elects to accept rent thereafter, a tenancy from month-to-month only shall be created and not for any longer period.

14. CONDEMNATION. In case of a taking of all or part of the property, or the commencement of any proceedings or negotiations which might result in such a taking, Lessor will promptly give written notice thereof to Lessee, generally describing the nature and extent of such taking or the nature of such proceedings or negotiations and the nature and extent of the taking which might result therefrom, as the case may be. Lessor and Lessee reserve unto themselves the right to prosecute their respective claims for awards for any such taking based upon their respective property interests in the property to be taken. Upon any total or constructive total taking, Lessee's obligation to pay rent or to discharge any other obligation hereunder, other than the payment of money then due on damages arising out of any breach on the part of the Lessee, shall cease. Upon any partial taking which materially reduces the parking spaces for Lessee's customers, or which takes a portion of the building, Lessee may cancel upon written notice, given at any time within six (6) months from the date of such taking.

15. LESSOR'S COVENANT TO TITLE AND QUIET ENJOYMENT. Lessor covenants that Lessor is well seized of and has good title to lease the Leased Premises, does warrant and will defend the title thereto, and will indemnify Lessee against any damage and expense which Lessee may suffer by reason of any lien, encumbrance, restriction or defect in the title or description herein of the Leased Premises. If, at any time, Lessor's title or right to receive rent hereunder is disputed, or there is a change of ownership of Lessor's estate by act of the parties or operation of law, Lessee may withhold rent thereafter accruing until Lessee is furnished proof satisfactory to it as to the party entitled thereto.

16. MORTGAGE OF LEASEHOLD ESTATE. Lessee may, without the consent of Lessor, mortgage or grant a security interest in and to its leasehold estate, and in such event, Lessor hereby agrees for the benefit of any such mortgage (s) or holder (s) of indebtedness from time to time that:

(a) Lessor will, upon request, give to any such mortgage (s) or holder (s) of indebtedness a duplicate of any and all notices or demands given by Lessor from time to time.

(b) Such mortgage (s) or holder (s) of indebtedness shall have the privilege of performing any of Lessee's covenants hereunder or of curing any default by Lessee hereunder or of exercising any election or privilege conferred by the terms of this Lease.

17. OPTION TO RENEW. Lessee shall have two (2) successive five (5) year options to renew this Lease on the same terms and conditions. The Lease shall automatically renew on both occasions unless Lessee shall serve on Lessor a written notice that it does not wish to renew, which notice must be served on Lessor placing same in the United States mail at lease one hundred twenty (120) days prior to the expiration of the Lease or any renewal thereof.

18. ATTORNEY'S FEES. In the event that an action is instituted to enforce any provision of this Lease, then the prevailing party shall be entitled to its reasonable attorney's fees as determined by court from the other party.

19. SERVICE OF NOTICE. Notice hereunder shall be in writing, signed by the parties serving the same and shall be sent by Registered or Certified United States mail, return receipt requested, postage prepaid and shall be addressed to the parties at the addresses appearing below or to such other address as either party may have furnished to the other as a place for the service of notice. Any notice is received via United States Certified or Registered mail.

LESSOR: SAMUEL PAGE STEWART

P. O. BOX 2513

NEW ORLEANS, LOUISIANA 70176

COPY TO:

DAVID A. MILLER, JR., ESQ.

2809 S. LYNNHAVEN RD.

SUITE 330

VIRGINIA BEACH, VA 23452

LESSEE: HAMPTON ROADS FOODS, INC.

DANA T. RICE

1324 N. BATTLEFIELD BLVD.

SUITE 1A

CHESAPEAKE, VIRGINIA 23320

20. BINDING ON SUCCESSORS AND ASSIGNS. The terms, conditions and covenants of this Lease shall be binding upon and shall insure to the benefit of each of the parties hereto, their heirs, successors and assigns, and shall run with the land.

21. ESTOPPEL CERTIFICATE. Upon request by Lessee, sent by United States Certified or Registered mail, addressed to Lessor, Lessor shall deliver to Lessee a certificate that, to the knowledge of Lessor, Lessee is not in default under any of the terms, provisions and conditions of this Lease, if such be true at the time of the request.

22. SURRENDER OF PREMISES. Lessee shall, after the last day of the primary term or any extension thereof, or upon an earlier termination of such term, surrender and yield up to Lessor the building and other improvements on such premises in good order.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, on the day, month and year hereinabove first written.

LESSOR:

LESSEE:
HAMPTON ROADS FOODS, INC.

Samuel Page Stewart
SAMUEL PAGE STEWART

Dana T. Rice, President
DANA T. RICE
PRESIDENT

WITNESSES:

WITNESSES:

Virginia D. Odcock

Virginia D. Odcock

Angela M. Carlin

Angela M. Carlin

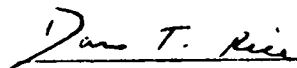
EXHIBITS ATTACHED

"A" LEGAL
"A-1" SURVEY
"B" SITE PLAN
"C" PLAN
"D" LANDLORD'S WAIVER AND CONSENT

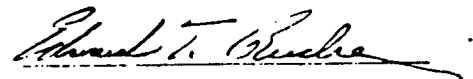
GUARANTY

Guarantors join in this Lease to guarantee, jointly and severally, all payments by and performance of Lessee hereunder. This guaranty shall be a continuing guaranty, not affected or diminished by any indulgence or extension of time that may be granted by Lessor to Lessee, or by an amendment of the Lease, or by Lessee's discharge in bankruptcy. Any notice or demand to Lessee concerning any default or the exercise of any remedy of Lessor shall ipso facto be notice to the Guarantors. Lessor is not obligated, under the terms of this guaranty, to seek or exhaust its remedies for default against Lessee before recovering hereunder from the Guarantors, or any of them, and neither the release of any Guarantors or release of any security for Lessee's obligations under the Lease shall constitute a defense to Lessor's recovery hereunder as to any party not expressly released. The Guarantors acknowledge full knowledge of the terms and provisions of the Lease. This guaranty shall be binding upon the heirs, personal representatives and assigns of the Guarantors, and inure to the benefit of the Lessor's successors and assigns.

GUARANTORS:



Dana T. Rice



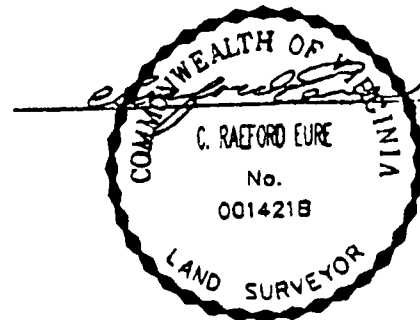
Edward T. Riecke



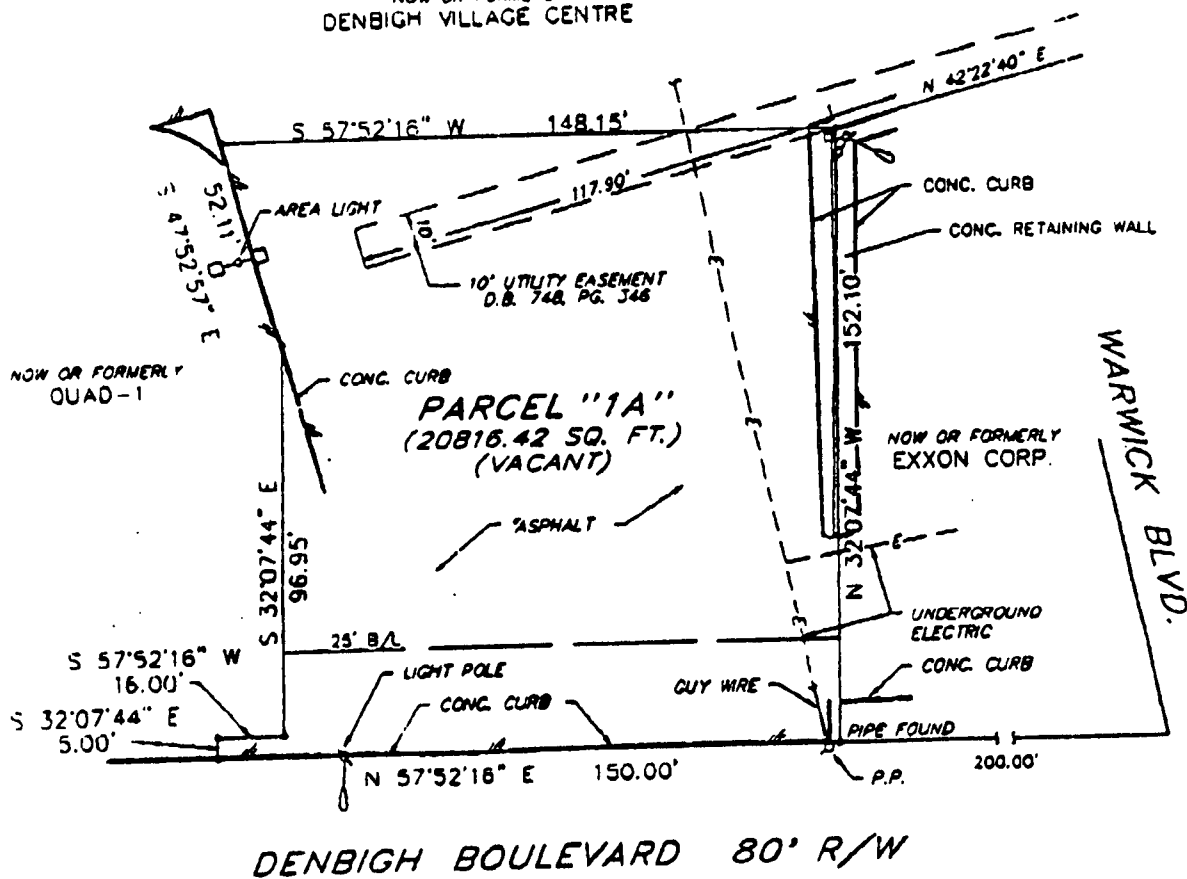
Jean M. Champagne

William R. Duckles

THIS IS TO CERTIFY THAT ON JUNE 25, 1990 I SURVEYED THE PROPERTY SHOWN ON THIS PLAT AND THE TITLE LINES AND THE WALLS OF THE BUILDINGS ARE AS SHOWN ON THIS PLAT. THE BUILDINGS STAND STRICTLY WITHIN THE TITLE LINES AND THERE ARE NO ENCROACHMENTS OR OTHER BUILDINGS EXCEPT AS SHOWN. THE PROPERTY SHOWN HEREON APPEARS TO FALL INSIDE ZONE C (ABOVE THE 100-YEAR FLOOD PLAIN) AS SHOWN ON THE F.E.M.A. FLOOD HAZARD MAP FOR THE CITY OF NEWPORT NEWS, VIRGINIA COMMUNITY NO. 310103 PANEL NO. 6 OF 18



NOW OR FORMERLY
DENBIGH VILLAGE CENTRE



PHYSICAL SURVEY
OF
PARCEL 1A
SUBDIVISION PLAT OF
DENBIGH VILLAGE CENTRE
AS SHOWN IN PLAT BOOK 14, PAGE 89
CITY OF NEWPORT NEWS, VIRGINIA

FOR

SAMUEL P. STEWART

EXHIBIT "A-1"

HOGGARD/EURE ASSOCIATES

REF. D.B. 1082, PG. 1540, 1542, 1557
11.10.10 PG. 46



SCALE: 1" = 40' F



WARWICK BLVD

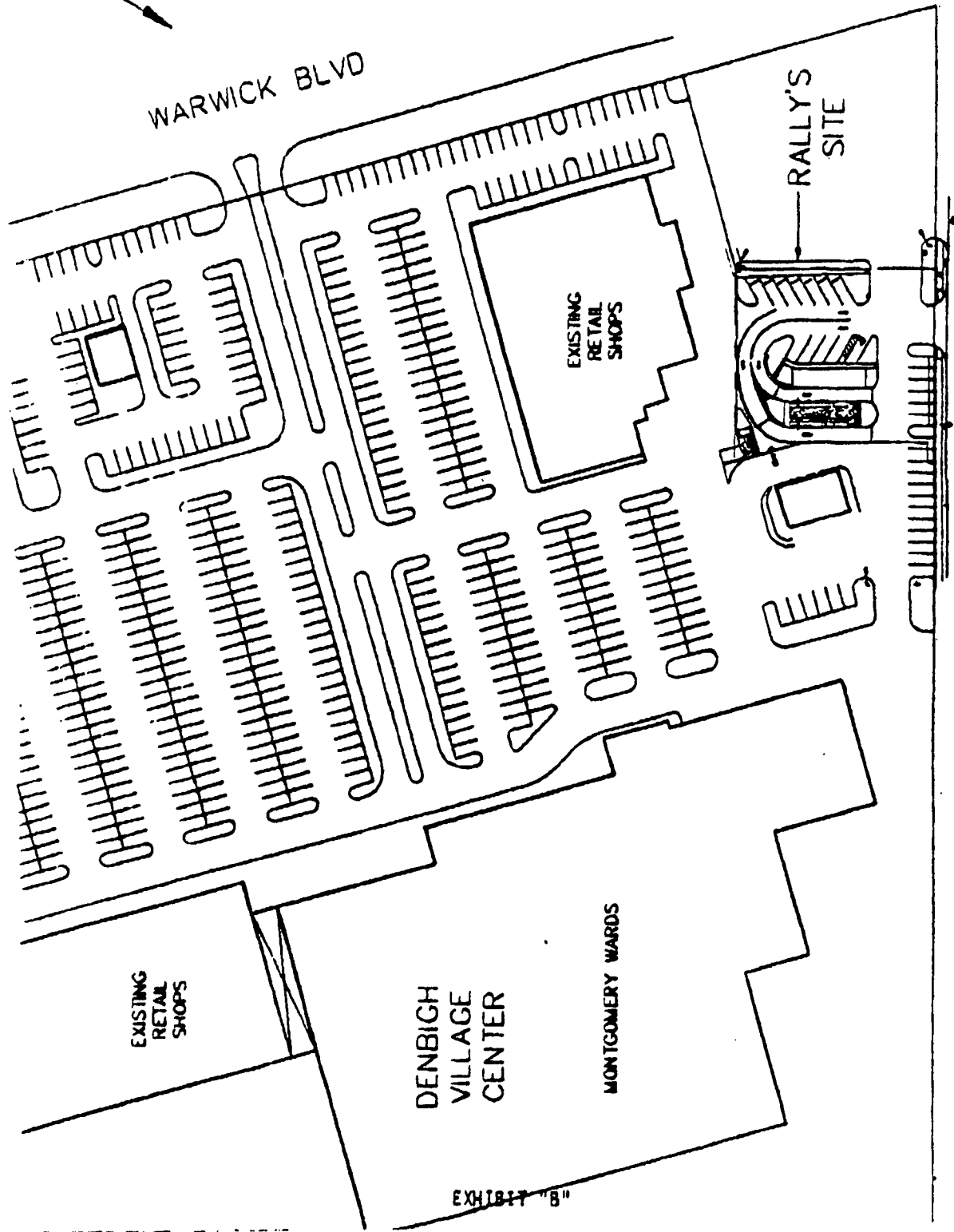


EXHIBIT "B"



HOGGARD/EURE ASSOCIATES
Surveyors/Planners/Engineers

DENBIGH BLVD





Beginning at an iron pin on the southerly right-of-way of Denbigh Boulevard 200.00' north-east of the intersection of Denbigh Boulevard and Warwick Boulevard; thence along the right-of-way of Denbigh Boulevard N 57 degrees 52'16" E a distance of 150.00' to a point; thence S 32 degrees 07' 44" E a distance of 5.00' to a point; thence S 47 degrees 52'16" W a distance of 16.00' to a point; thence S 32 degrees 07'44" E a distance of 96.95' to a point; thence S 47 degrees 52'57" E a distance of 52.11' to a point; thence S 57 degrees 52'16" W a distance of 148.15' to a point; thence N 32 degrees 07'44" W a distance of 152.10' to the point of beginning. Said parcel containing 20816.42 square feet and being known, numbered and designated as "Parcel 1A" as shown on that certain plat entitled, "Subdivision Plat of Denbigh Village Centre, as shown in Plat Book 14 page 89, City of Newport News, Virginia" by Hoggard/Eure Associates, dated April 27, 1990 unrecorded.

EXHIBIT "A"

EXHIBIT "D" TO LEASE

DATED AS OF _____, BETWEEN
SAMUEL P. STEWART, AS LESSOR, AND
HAMPTON ROADS FOODS, INC., AS LESSEE

LANDLORD'S WAIVER & CONSENT

TO:

PREMISES:

LESSEE: HAMPTON ROADS FOODS, INC., A Louisiana Corporation

The Undersigned is the Owner of the above described premises. The Undersigned understands that Lessee has on Premises or will install on Premises movable trade fixtures (Equipment") either owned by you or in which you have or will have a security interest. For valuable consideration, receipt of which is acknowledged, the Undersigned hereby consents and agrees as follows:

1. That Undersigned recognizes and acknowledges that any claim or claims that you or your assigns have or may hereafter have against such Equipment is superior to any lien or claim of any nature which Undersigned now has or may hereafter have to such Equipment by statute, agreement or otherwise.

2. That each and every right which Undersigned now has, or may hereafter have, under any law, or by virtue of any agreement, now in effect or hereafter executed by Lessee to levy or distrain upon Equipment for rent, in arrears, in advance or both, or to claim or assert title to Equipment is hereby waived.

3. That Equipment shall remain personal property notwithstanding the manner or mode of the attachment or installation of Equipment and shall not become fixtures.

4. In the event of default by Lessee the performance of any of the terms and conditions of any agreement with you, you or your assigns may remove Equipment, or any part thereof, provided you repair any damage caused to the demised premises by any such removal at your expense. The Undersigned will take no

5. You or your assigns may, without affecting the validity of this Agreement, extend the times or payment of any indebtedness of Lessee, to you or your assigns in the performance of any of the terms and conditions of any agreement, without the consent of the Undersigned and without giving notice thereof to the Undersigned.

6. This Agreement shall inure to the benefit of your successors and assigns and shall be binding upon the successors and assigns of the Undersigned, and shall inure to the benefit of anyone succeeding to your interest in Equipment or your security interest therein.

signed and sealed this 3rd day of JULY, 1990

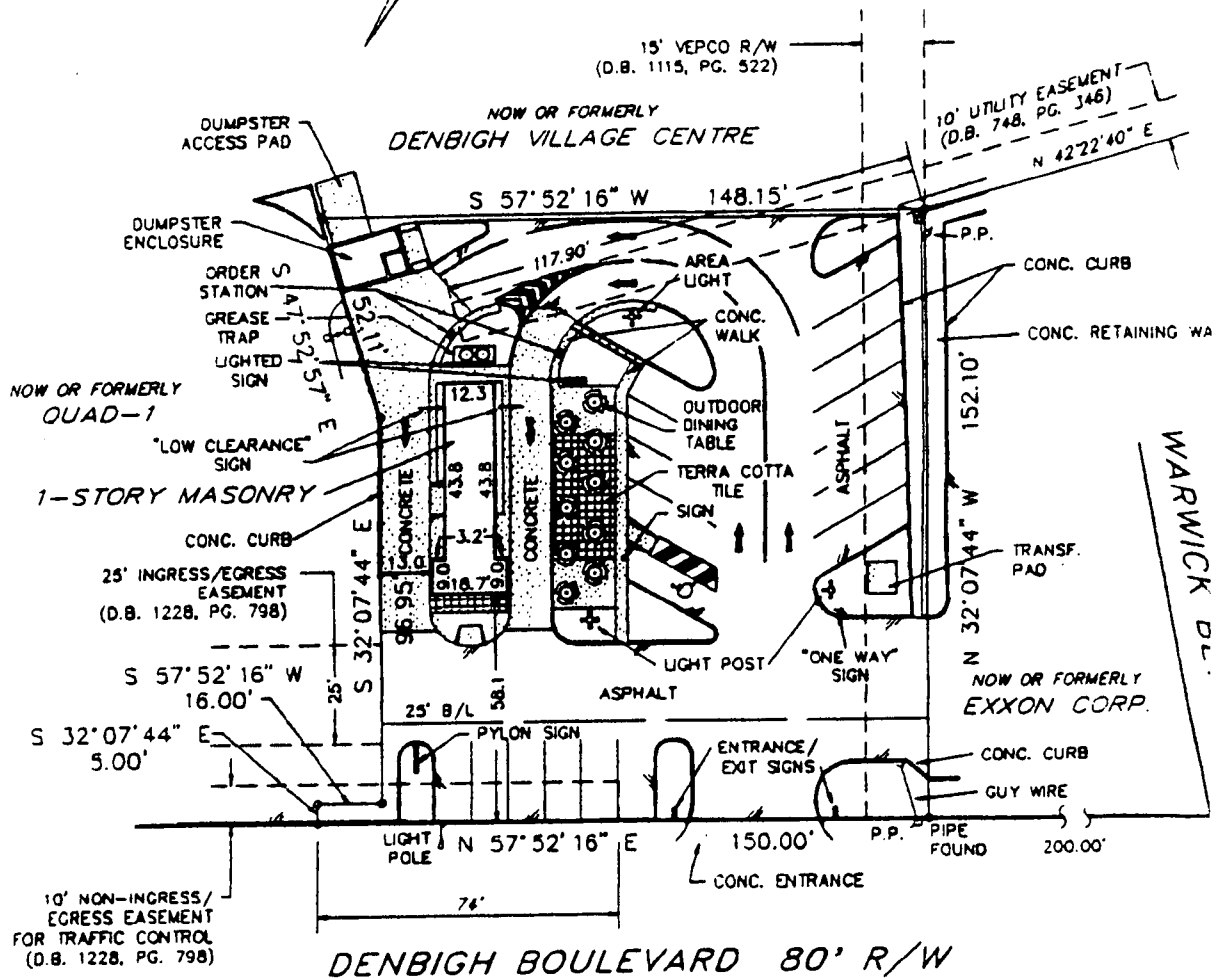
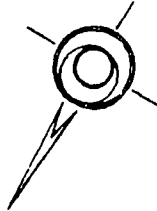
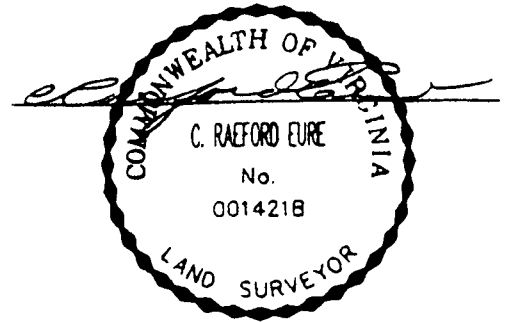
WITNESSES:

Virginia A. Adcock

Samuel P. Stewart

SAMUEL P. STEWART

THE PROPERTY SHOWN HEREON APPEARS TO FALL
INSIDE ZONE C (ABOVE THE 100-YEAR FLOOD PLAIN)
AS SHOWN ON THE F.E.M.A. FLOOD HAZARD MAP FOR
THE CITY OF NEWPORT NEWS, VIRGINIA
COMMUNITY NO. 510103
PANEL NO. 6 OF 18



PHYSICAL SURVEY
OF
PARCEL 1A
SUBDIVISION PLAT OF
DENBIGH VILLAGE CENTRE
AS SHOWN IN PLAT BOOK 14, PAGE 89
CITY OF NEWPORT NEWS, VIRGINIA
FOR
SAMUEL P. STEWART

REF: D.B. 1228, PG. 798
D.B. 1126 PG. 296
D.B. 1082, PG. 1540, 1542, 1557



HOGGARD/EURE ASSOCIATES
Surveyors/Planners/Engineers

SCALE: 1" = 40 F

ADDENDUM TO LEASE

THIS ADDENDUM TO THE LEASE, MADE AND ENTERED INTO THIS 15TH DAY OF DECEMBER, 2003, AND EFFECTIVE AS OF JANUARY 1, 2004, BY AND BETWEEN: SAMUEL PAGE STEWART, WHOSE MAILING ADDRESS IS P.O. BOX 2513, NEW ORLEANS, LOUISIANA 70176, (HEREINAFTER CALLED THE "LESSOR"), AND ALTES L.L.C., A DELAWARE CORPORATION (HEREINAFTER CALLED THE "LESSEE");

REFERENCE IS HEREBY MADE TO THAT ONE CERTAIN LEASE (THE "LEASE") DATED APRIL 11, 1989, BETWEEN AND AMONG LESSOR AND LESSEE RELATING TO THE PROPERTY LOCATED AT 410 DEMBEIGH BLVD. ,NEW PORT NEWS, VA. 23602, KNOWN AS "RALLY'S".

THE LEASE IS HEREBY AMENDED IN THE FOLLOWING PARTICULARS:

1. LESSOR AGREES TO LOAN A TOTAL OF \$50,000.00 TO BE USED TO RENOVATE THE BUILDING AND SITE AT 410 DENBEIGH BLVD., NEWPORT NEWS, VA.23602, UNDER THE DIRECTION OF ALTES L. L. C.
2. IN RETURN, FOR THE EXPENDITURE, THE LESSEE SHALL REPAY THE LOAN BY MONTHLY PAYMENT OF \$1,062.36, FOR A TERM OF (60) SIXTY MONTHS.
3. ALL PROVISIONS OF THE EXISTING LEASE ON THIS PROPERTY NOT INCONCISTENT HEREWITH SHALL REMAIN IN FULL FORCE AND EFFECT. EXISTING LEASE EXHIBIT A.

LESSOR:

S. P. Stewart 12-19-03

SAMUEL PAGE STEWART
BOX 2513
NEW ORLEANS, LA. 70176
PHONE: 504 583-0017

LESSEE AND SUBTENANT

[Signature]
ALTES L. L. C.
625 N.W. 53RD STREET, SUITE 650
BOCA RATON, FL. 30487

WITNESSES:

[Signature]
[Signature]

WITNESSES:

[Signature]
[Signature]

EXHIBIT

2

LEASE

THIS LEASE, made and entered into this 17th day of March, 1989, by and between SAMUEL PAGE STEWART, hereinafter referred to as "Lessor" and HAMPTON ROADS FOODS, INC., d/b/a "Rally's", a Louisiana corporation, qualified to do business in Virginia, hereinafter called "Lessee".

PREMISES

WITNESSETH, that Lessor, for and in consideration of the covenants hereinafter contained and made on the part of the Lessee, does hereby lease to Lessee, the premises located in the City of Newport News, State of Virginia, more fully described on Exhibit "A" attached hereto, together with all Lessor's rights of way, servitudes and appurtenances in adjoining and adjacent land, highways, roads, streets, lanes, whether public or private, reasonably required for the installation, maintenance, operation and service of sewer, water, gas, power and other utility lines and for driveways and approaches to and from abutting highways for the use and benefit of the above-described parcel of real estate, including the improvements constructed thereon or to be constructed thereon, as more clearly shown on Exhibit "B". The hereinabove described real property, improvements, servitudes, rights, privileges and other appurtenances described hereinafter shall collectively be hereinafter called "the Leased Premises".

Lessor acknowledges that, in order for Lessee to use the Demised Premises of the purpose hereinafter set forth, Lessor must construct thereon a building and certain other improvements (collectively "Site Improvements"). The Site Improvements and building shall be constructed in accordance with and as shown on Exhibits "C" and "D" attached hereto and incorporated herein.

Lessor further acknowledges that, this lease/agreement is contingent upon the following:

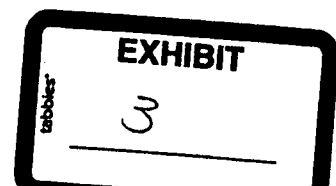
(A) Lessor and Lessee obtaining all governmental and quasi-government permits necessary to commence and complete the construction of the building and site improvements contemplated herein.

(B) Lessee obtaining approval from Lessor and City of Newport News for all signage, logos, canopies, awnings and umbrellas anticipated and shown in Exhibits "B", "C" and "D" and called for under Lessee's franchise agreement.

(C) The actual completion of all improvements contemplated herein to be done by Lessor to provide Lessee the facility and utilities as shown in Exhibits "B", "C" and "D".

(D) The final approval and acceptance of the improvements and facility by Lessee's Franchisor.

1. TERM: The term of the lease shall commence at 12:01 A.M. on the date on which Tenant opens for business with the public at the demised premises, and shall terminate at 11:59 P.M. on the last day of the fifteenth (15th) Lease Year (hereinafter defined). In no event shall the Commencement Date occur after December 31, 1989. If the Commencement Date does not occur on or before December 31, 1989, then this lease shall be deemed to be terminated and



neither party hereto shall have any further rights against or liabilities or obligations to the other except that if the failure of the Commencement Date to have occurred on or before December 31, 1989, is due to the default of either party, the rights of the other party to pursue its remedies with respect to such default shall not be extinguished upon the termination of the lease.

2. RENTALS.

(a) Lessee shall pay to Lessor for the Leased Premises an annual minimum rental in the amount of SEVENTY THOUSAND EIGHTY AND NO/100 DOLLARS (\$70,080.00). The annual minimum rental shall be payable in twelve (12) equal monthly installments, payable one each in advance, on the first day of every calendar month during the term hereof. In the event the first monthly rental payment is made on a day other than the first day of the month, then said rental payment shall be prorated for the current month.

(b) In addition to the minimum annual rental specified above, the Lessee shall pay to the Lessor a sum equal to the amount by which five percent (5%) of the gross sales of the Lessee, as hereinafter defined, at or from the Leased Premises during each calendar year, beginning from the commencement date of this Lease. In the event that the percentage rental computations shall be based on a period shorter than twelve (12) months, the Lessee shall pay to the Lessor a sum equal to the amount by which the percentage rental as defined above exceeds the total minimum rental payable during the period. Such overage rent shall be paid on a quarterly basis on the dates which are three, six, nine, and twelve months following the commencement date of this lease and each anniversary thereof. Although such overage rent is payable quarterly, it shall be computed on an annual basis. Therefore, each lease year shall be adjusted in the second, third and fourth quarters such that the total overage rent paid for the year shall equal the amount which would have been paid if computed on a strictly annual basis for such year.

Gross sales include the sale of goods, wares, merchandise or services, provided, however, that gross sales shall not include:

- (1) the exchange of merchandise between stores of the Lessee;
- (2) returns to suppliers;
- (3) sale of fixtures or equipment;
- (4) cash or credit refunds;
- (5) the amount of any city, county or state tax levied upon the customer of Lessee, but collected by the Lessee for any such taxing authority;

- (6) proceeds from vending and coin-operated machines telephones; and
- (7) promotional items for which Lessee does not receive cash payments.

The Lessee agrees within sixty (60) days after the end of each calendar year to cause a statement of gross sales of the Lessee on and/or from the Leased Premises for such calendar year to be certified by an officer of Lessee and a copy of such statement certified by such officer shall be delivered by the Lessee to the Lessor within such sixty (60) day period.

The Lessor shall have the right at any time with two (2) years after the close of each calendar year of the term hereof to audit all of the books of accounts, documents, records, returns, papers and files of the Lessee relating to gross sales made on and/or from the Leased Premises for any calendar year, and Lessee, on request of the Lessor, shall make all such matters and materials available for such examination at the principal accounting office of the Lessee.

If the Lessor shall have such an audit made for any calendar year and the gross sales shown by the Lessee's statement for such calendar year should be found to be understated by more than three (3%) percent, then the Lessee shall pay to the Lessor the cost of such audit. Such examination and audit may be made by any Certified Public Accountant designated in writing by the Lessor from time to time. Nothing herein contained shall be construed as creating a partnership or relationship between the parties hereto other than that of Lessor and Lessee.

3. USE OF PREMISES. Lessee shall use the Leased Premises for a restaurant with drive-in capacities, or any other lawful purpose.

4. LESSEE'S COVENANTS. The Lessee covenants and agrees that during the term of this Lease and for such further time as the Lessee, or any person claiming under it, shall hold the Leased Premises or any part thereof.

- (A) To pay the rent provided herein on the days and in the manner aforesaid;
- (B) To bear, pay and discharge all future taxes, charged or imposed, upon the Leased Premises during the term of this Lease and any extensions thereof, and to promptly deliver to the Lessor at all times proper and sufficient receipts and other evidence of the payment and discharge of the same, it being agreed that the taxes for the beginning and the end of the lease term shall be pro-rated;
- (C) Not to suffer the estate of the Lessor in the Leased Premises at any time during the said term to become subject to any lien, charge or encumbrance whatsoever, and to indemnify and keep indemnified the Lessor against all such liens, charges and encumbrances; it being agreed that the Lessee shall have no authority, express or implied, to create any lien, charges and encumbrances upon the estate of the Lessor in the Leased Premises. However, should a lien or charge result by action of Lessee, Lessee shall be allowed to have sixty (60) days to remove same;
- (D) To keep the existing buildings and improvements or any buildings or improvements

which may during the said term be erected by Lessee upon the Leased Premises in good condition and repair; the costs and expense of any such maintenance and repairs to be borne solely by Lessee;

- (E) Not to make or suffer any use or occupancy of the Leased Premises contrary to any law or ordinance now or hereafter in force;
- (F) To indemnify the Lessor against all costs and expenses, including counsel fees, lawfully and reasonably incurred, in or about the Leased Premises, or in the defense of any action or proceeding, or in discharging the Leased Premises for any charge, lien or encumbrance, or in obtaining possession after default of the Lessee;
- (G) Upon termination of this Lease, either by lapse of time or otherwise, to surrender, yield and deliver upon the Leased Premises in such condition as it shall then be, subject to the provisions of Paragraph 25 hereof; and,
- (H) At its own expense, to insure and keep insured the Improvements constructed against loss or damage by fire and by extended coverage of ninety (90%) percent replacement cost form with responsible insurance companies, such insurance to be made payable, in case of loss, to Lessee and Lessor, as their interests may appear. Lessee shall keep, protect and save the Lessor harmless from any loss, cost or expense of any sort or nature, and from liability to any person, natural or artificial, on account of any damage to person or property arising out of any failure to comply with and perform all of the requirements and provisions set forth in this subparagraph.

5. CONTEST OF TAXES AND LIENS. The Lessee shall have the right, at its own cost and expense and for its sole benefit, to initiate and prosecute any proceedings permitted by law for the purpose of obtaining an abatement of, or otherwise contesting the validity or amount of taxes required to be paid by the Lessee hereunder and to defend any claims for liens that may be asserted against Lessor's estate, and, if required by law, the Lessee may take such action in the name of the Lessor, who shall cooperate with the Lessee to such extent as the Lessee may reasonably require, to the end that such proceedings may be brought to a successful conclusion; provided, however, that the Lessee shall fully indemnify and save the Lessor harmless from all loss, cost, damage and expense incurred by or to be incurred or suffered by the Lessor in the premises.

6. DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS. If the buildings and/or improvements on the Leased Premises shall be damaged or rendered untenable by fire or other casualty, the Lessor shall, within fifteen (15) days from the date of said damage or destruction, commence to repair or replace said buildings according to plans and specifications acceptable to Lessee so that Lessee may continue in occupancy and the same shall be completed within a reasonable time thereafter. It is further agreed that the rent herein required to be paid shall abate during said period of untenability. It is agreed by the parties that if the

building cannot be replaced or repaired within sixty (60) days such damage to the building, due to the inability to obtain materials or labor needed, strikes or acts of God, or governmental restrictions that would prohibit, limit or delay such construction, then the time for completion of said repairs and replacements shall be extended accordingly, provided, however, that in any event, if the repair or replacement of the building cannot reasonably be completed within a period of one hundred twenty (120) days from the date of damage or destruction, Lessee may, at its option, terminate this Lease. In case of any damage or destruction occurring in either of the term, to the extent of fifty (50%) percent or more of the insurable value of the building, Lessee may, at its option, which shall be evidenced by notice in writing of such damage or destruction, in lieu of repairing or replacing such building, elect to terminate this Lease as of the date of said damage or destruction.

7. **SHORT FORM LEASE.** At the request of either party to this Lease, the parties shall execute a "short form" of lease for recording purposes. In no event shall the "short form" lease set forth the rental or other charges payable by the Lessee under this Lease, and such "short form" lease shall expressly state that it is not intended to vary the terms and conditions of this Lease. In the event that the Lessor and Lessee shall terminate this Lease pursuant to the provisions contained herein for any cause other than Lessor's breach thereof, Lessee shall prepare, execute and deliver to Lessor a Release of Cancellation of this Lease.

8. **INSURANCE.** Lessee covenants and agrees at all times during the term hereof to obtain and maintain in force for the mutual benefit of Lessor and Lessee, general public liability insurance against claims for personal injury, death or property damage occurring in, on or about the Leased Premises or sidewalks adjacent to the Leased Premises in the following amounts:

Bodily Injury - per person	\$1,000,000.00
In the Aggregate	
(Involving 2 or more persons)	\$3,000,000.00
Property Damage	\$ 100,000.00

Lessee further covenants and agrees at all times during the term hereof, to obtain and maintain and keep in force fire, extended coverage, vandalism and malicious mischief insurance on the building and other permanent improvements leased hereunder in ninety (90%) percent replacement cost form. Said insurance may be issued through primary coverage policies and "umbrella" policies.

Lessee further agrees that the insurance required to be carried hereunder shall be placed with insurance companies as shall be selected by Lessee, providing, such insurance companies are authorized to do business in Virginia and are in good standing.

The parties further covenant and agree that Lessee shall deliver to the Lessor certificates of said insurance and of renewals thereof from time to time during the term of this Lease.

Lessee shall keep, protect and save the Lessor harmless from any loss, cost or expense of any sort or nature, and from any liability to any person, natural or artificial, on account of any damage to person or property arising out of any failure to comply with and perform all of the requirements and provisions set forth in this paragraph.

9. **ALTERATIONS.** Lessee or any Sub-Lessee may make

alterations, additions and improvements to the Leased Premises from time to time during the term of this Lease, subject to Lessor's consent, not to be unreasonably withheld, and shall have the right to erect and install such other or additional improvements, signs and equipment, subject to Lessor's consent, not to be unreasonably withheld, on the Leased Premises as Lessee may deem desirable for conducting its business thereon or for such other business as Lessee may deem advisable.

10. FIXTURES. It is mutually agreed that all trade fixtures and equipment which may be installed in the Leased Premises prior to or during the term hereof, at the cost of Lessee or any Sub-Lessee, shall remain Lessee's personal property and shall not be deemed to become part of the Leased Premises. Lessee shall have the right to remove said fixtures and equipment from the premises on or before the expiration of this Lease or any extension or renewal thereof.

Lessee or any Sub-Lessee is hereby expressly given the right at any time during the term of this Lease or any extension thereof and for a period of thirty (30) days after the termination of this Lease, or any extension thereof, by lapse of time or otherwise, to enter upon and remove from said premises any improvements or equipment of Lessee or any Sub-Lessee, but shall not be obligated to do so.

Lessee is hereby expressly given the right to grant a security interest or other lien in any and all fixtures and equipment which it pays for and Lessor agrees that, upon request by Lessee, Lessor will execute written waivers of any lien on or right to such equipment and fixtures, substantially in the form attached hereto as Exhibit "G". Lessor shall have no liability for the repayment of any furniture, fixture or equipment loan made to Lessee by a third party.

11. ASSIGNMENT AND SUBLETTING. Lessee may, subject to Lessor's consent, not to be unreasonably withheld, assign or encumber this Lease or its right hereunder. In such event, Lessee shall remain liable for the payment of all rent required to be paid hereunder and for the performance of all terms, covenants and conditions herein undertaken by the Lessee. Lessee shall have the right, subject to Lessor's consent, not to be unreasonably withheld, to sublet the Leased Premises at any time and from time to time during the term of this Lease.

12. LESSOR'S RIGHT OF RE-ENTRY. If Lessee shall fail to pay any installment of rent promptly on the day when the same becomes due and payable hereunder, and shall continue in default for a period of ten (10) days after written notice thereof by Lessor of default and demand of performance, then in such event, and as often as any such event shall occur, Lessor may (a) declare the said Lease ended, and enter into said Leased Premises or any part thereof, either with or without process of law, and expel Lessee or any person occupying the same in or upon said premises, using such force as may be necessary to do so, and so to repossess and enjoy said premises as in the Lessor's former estate; or (b) relet the premises, applying said rent from the new tenant to this Lease, and Lessee shall be responsible for no more than the rent hereinabove reserved on the day when the same becomes due and payable less the net proceeds of the reletting. Any thing hereinbefore contained to the contrary notwithstanding, if any default shall occur other than in the payment of money, which cannot be reasonable cured prior to the expiration of thirty (30) days from and after the giving of notice as aforesaid, and Lessee commences to eliminate the cause of such default, then Lessor shall not have the right

to declare the said term ended or relet the premises by reason of such default.

13. HOLDING OVER. In the event Lessee continues to occupy the Leased Premises after the last day of the primary term hereby created, or after the last day of any extension of said primary term, and the Lessor elects to accept rent thereafter, a tenancy from month-to-month only shall be created and not for any longer period.

14. CONDEMNATION. In case of a taking of all or part of the property, or the commencement of any proceedings or negotiations which might result in such a taking, Lessor will promptly give written notice thereof to Lessee, generally describing the nature and extent of such taking or the nature of such proceedings or negotiations and the nature and extent of the taking which might result therefrom, as the case may be. Lessor and Lessee reserve unto themselves the right to prosecute their respective claims for awards for any such taking based upon their respective property interests in the property to be taken. Upon any total or constructive total taking, Lessee's obligation to pay rent or to discharge any other obligation hereunder, other than the payment of money then due on damages arising out of any breach on the part of the Lessee, shall cease. Upon any partial taking which materially reduces the parking spaces for Lessee's customers, or which takes a portion of the building, Lessee may cancel upon written notice, given at any time within six (6) months from the date of such taking.

15. LESSOR'S COVENANT TO TITLE AND QUIET ENJOYMENT. Lessor covenants that Lessor is well seized of and has good title to lease the Leased Premises, does warrant and will defend the title thereto, and will indemnify Lessee against any damage and expense which Lessee may suffer by reason of any lien, encumbrance, restriction or defect in the title or description herein of the Leased Premises. If, at any time, Lessor's title or right to receive rent hereunder is dispute, or there is a change of ownership of Lessor's estate by act of the parties or operation of law, Lessee may withhold rent thereafter accruing until Lessee is furnished proof satisfactory to it as to the party entitled thereto.

16. MORTGAGE OF LEASEHOLD ESTATE. Lessee may, without the consent of Lessor, mortgage or grant a security interest in and to its leasehold estate, and in such event, Lessor hereby agrees for the benefit of any such mortgage (s) or holder (s) of indebtedness from time to time that:

- (a) Lessor will, upon request, give to any such mortgage (s) or holder (s) of indebtedness a duplicate of any and all notices or demands given by Lessor from time to time.
- (b) Such mortgage (s) or holder (s) of indebtedness shall have the privilege of performing any of Lessee's covenants hereunder or of curing any default by Lessee hereunder or of exercising any election or privilege conferred by the terms of this Lease.

17. OPTION TO RENEW. Lessee shall have two (2) successive five (5) year options to renew this Lease on the same terms and conditions. The Lease shall automatically renew on both occasions unless Lessee shall serve on Lessor a written notice that it does not wish to renew, which notice must be served on Lessor placing same in the United States mail at least one hundred twenty (120) days prior to the expiration of the Lease or any renewal thereof.

18. ATTORNEY'S FEES. In the event that an action is instituted to enforce any provision of this Lease, then the prevailing party shall be entitled to its reasonable attorney's fees as determined by court from the other party.

19. SERVICE OF NOTICE. Notice hereunder shall be in writing, signed by the parties serving the same and shall be sent by Registered or Certified United States mail, return receipt requested, postage prepaid and shall be addressed to the parties at the addresses appearing below or to such other address as either party may have furnished to the other as a place for the service of notice. Any notice so mailed shall be deemed to have been given as of the time said notice is received via United States Certified or Registered mail.

LESSOR: SAMUEL PAGE STEWART
P. O. BOX 2513
NEW ORLEANS, LOUISIANA 70178

LESSEE: HAMPTON ROADS FOODS, INC. DAVID A. MILLER, JR., ES
1108 MADISON PLAZA 2809 S. Lynnhaven Road
SUITE 202 Suite 330
CHESAPEAKE, VIRGINIA 23320 Virginia Beach, VA 23452

20. BINDING ON SUCCESSORS AND ASSIGNS. The terms, conditions and covenants of this Lease shall be binding upon and shall insure to the benefit of each of the parties hereto, their heirs, successors and assigns, and shall run with the land.

21. ESTOPPEL CERTIFICATE. Upon request by Lessee, sent by United States Certified or Registered mail, addressed to Lessor, Lessor shall deliver to Lessee a certificate that, to the knowledge of Lessor, Lessee is not in default under any of the terms, provisions and conditions of this Lease, if such be true at the time of the request.


22. SURRENDER OF PREMISES. Lessee shall, after the last day of the primary term or any extension thereof, or upon an earlier termination of such term, surrender and yield up to Lessor the building and other improvements on such premises in good order, condition and state of repair, reasonable wear and tear and damage by fire or other casualty excepted.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, on the day, month and year hereinabove first written.

LESSOR:

LESSEE:
HAMPTON ROADS FOODS, INC.

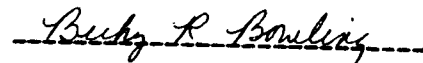

SAMUEL PAGE STEWART

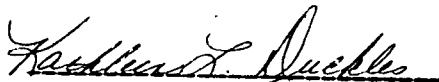

WILLIAM R. DUCKLES,
PRESIDENT

WITNESSES:

WITNESSES:


Becky R. Bowling


Becky R. Bowling


William R. Duckles

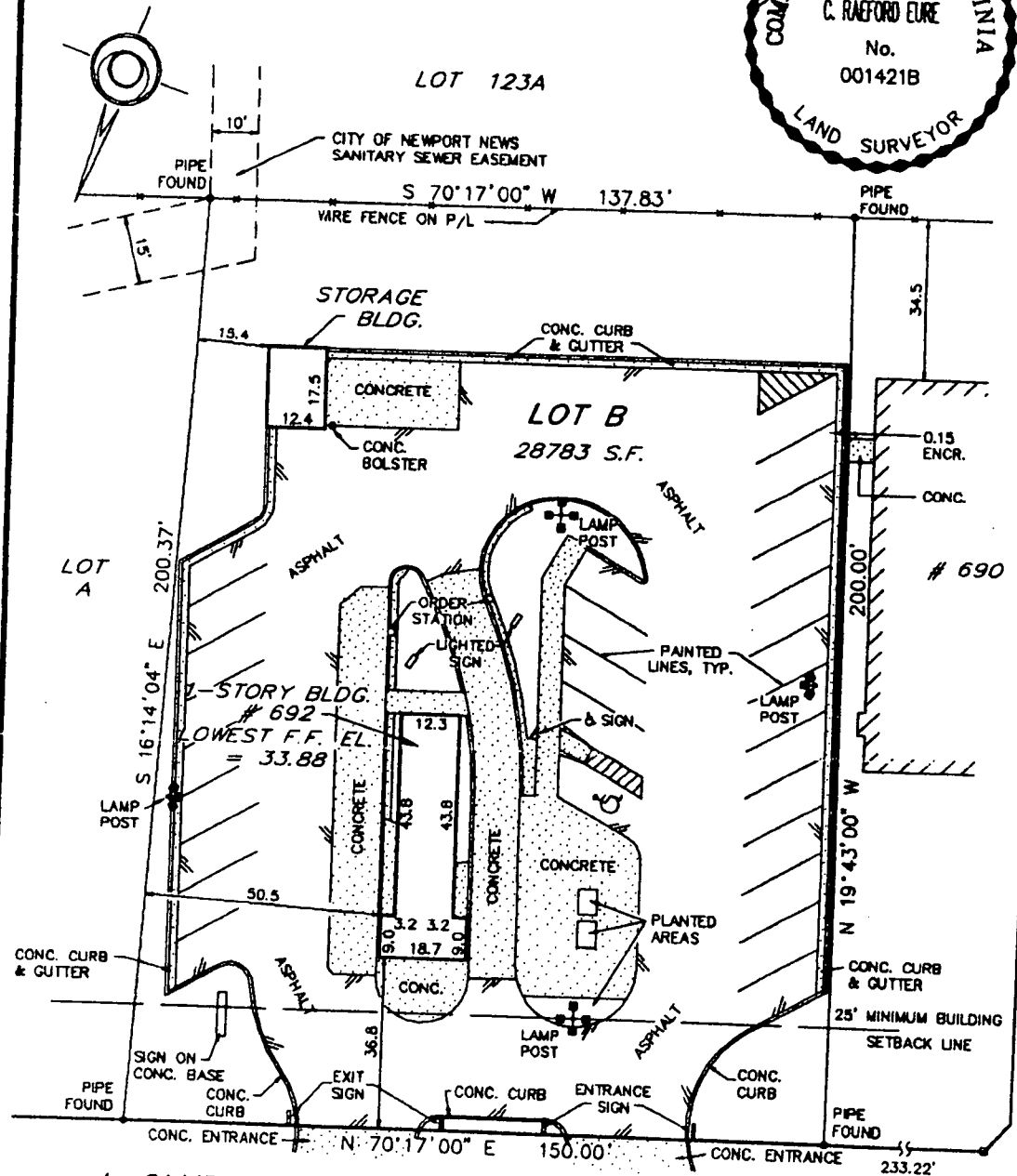
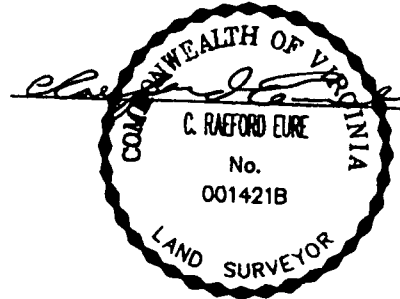

William R. Duckles

EXHIBITS ATTACHED

- "A" Legal
- "B" Site Plan
- "C" Plans
- "D" Specifications
- "E" Landlord's Waiver and Consent

THIS IS TO CERTIFY THAT ON AUGUST 24, 1989 I SURVEYED THE PROPERTY SHOWN ON THIS PLAT AND THE TITLE LINES AND THE WALLS OF THE BUILDINGS ARE AS SHOWN ON THIS PLAT. THE BUILDINGS STAND STRICTLY WITHIN THE TITLE LINES AND THERE ARE NO ENCROACHMENTS OR OTHER BUILDINGS EXCEPT AS SHOWN.

THE PROPERTY SHOWN HEREON APPEARS TO FALL
INSIDE ZONE C AS SHOWN ON THE F.E.M.A.
FLOOD HAZARD MAP FOR THE CITY OF NEWPORT NEWS, VA
COMMUNITY NO. 510103
PANEL NO. 13A OF 18



J. CLYDE MORRIS BOULEVARD - U. S. RTE. 17

PHYSICAL OF SURVEY
LOT B
RESUBDIVISION OF EASTERLY PART
OF LOTS 121 & 122
ROBINSON TRACT
NEWPORT NEWS, VIRGINIA

FOR
SAMUEL PAGE STEWART



HOGGARD/EURE ASSOCIATES
Surveyors/Planners/Engineers
8008 CHURCHLAND BLVD/PO BOX 6398/(804)484-0670
Portsmouth, Virginia 23703

REF: P.B. 10, PG. 109
CLERK'S OFFICE
NEWPORT NEWS, VA

NO DEED FURNISHED

ACAD\JOBS\519-88\PHYS.DWG

SCALE: 1" = 30 FT.

519-88

EXHIBIT "E" TO LEASE
DATED AS OF _____, BETWEEN
SAMUEL P. STEWART, AS LESSOR, AND
HAMPTON ROADS FOODS, INC., AS LESSEE

LANDLORD'S WAIVER & CONSENT

TO:

PREMISES:

LESSEE: HAMPTON ROADS FOODS, INC., A Louisiana Corporation

The Undersigned is the Owner of the above described premises. The Undersigned understands that Lessee has on Premises or will install on Premises movable trade fixtures ("Equipment") either owned by you or in which you have or will have a security interest. For valuable consideration, receipt of which is acknowledged, the Undersigned hereby consents and agrees as follows:

1. That Undersigned recognizes and acknowledges that any claim or claims that you or your assigns have or may hereafter have against such Equipment is superior to any lien or claim of any nature which Undersigned now has or may hereafter have to such Equipment by statute, agreement or otherwise.
2. That each and every right which Undersigned now has, or may hereafter have, under any law, or by virtue of any agreement, now in effect or hereafter executed by Lessee to levy or distrain upon Equipment for rent, in arrears, in advance or both, or to claim or assert title to Equipment is hereby waived.
3. That Equipment shall remain personal property notwithstanding the manner or mode of the attachment or installation of Equipment and shall not become fixtures. SPS

Handwritten initials

of any of the terms and conditions of any agreement with you, you or your assigns may remove Equipment, or any part thereof, provided you repair any damage caused to the demised premises by any such removal at your expense. The Undersigned will make no claim whatsoever to Equipment.

5. You or your assigns may, without affecting the validity of this Agreement, extend the times or payment of any indebtedness of Lessee, to you or your assigns in the performance of any of the terms and conditions of any agreement, without the consent of the Undersigned and without giving notice thereof to the Undersigned.

6. This Agreement shall inure to the benefit of your successors and assigns and shall be binding upon the successors and assigns of the Undersigned, and shall inure to the benefit of anyone succeeding to your interest in Equipment or your security interest therein.

signed and sealed this 17th day of March, 1989

WITNESSES: Betty R. Bowling

Samuel P. Stewart
SAMUEL P. STEWART

NRD

ADDENDUM TO LEASE

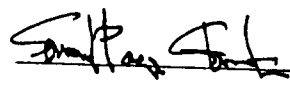
THIS ADDENDUM TO THE LEASE, MADE AND ENTERED INTO THIS 15TH DAY OF OCTOBER, 2003, AND EFFECTIVE AS OF NOVEMBER 1, 2003, BY AND BETWEEN: SAMUEL PAGE STEWART, WHOSE MAILING ADDRESS IS P.O. BOX 2513, NEW ORLEANS, LOUISIANA 70176, (HEREINAFTER CALLED THE "LESSOR"), AND ALTES L.L.C., A DELAWARE CORPORATION (HEREINAFTER CALLED THE "LESSEE");

REFERENCE IS HEREBY MADE TO THAT ONE CERTAIN LEASE (THE "LEASE") DATED MARCH 17, 1989, BETWEEN AND AMONG LESSOR AND LESSEE RELATING TO THE PROPERTY LOCATED AT 692 J. CLYDE MORRIS BLVD., NEWPORT NEWS, VA. 23601 KNOWN AS "RALLY'S".

THE LEASE IS HEREBY AMENDED IN THE FOLLOWING PARTICULARS:

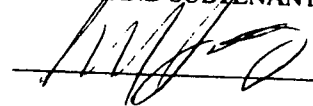
1. LESSOR AGREES TO LOAN A TOTAL OF \$50,000.00 TO BE USED TO RENOVATE THE BUILDING AND SITE AT 692 J. CLYDE MORRIS BLVD., NEWPORT NEWS, VA., UNDER THE DIRECTION OF ALTES L. L. C.
2. IN RETURN, FOR THE EXPENDITURE, THE LESSEE SHALL REPAY THE LOAN BY MONTHLY PAYMENT OF \$1,062.36, FOR A TEWM OF (60) SIXTY MONTHS.
3. ALL PROVISIONS OF THE EXISTING LEASE ON THIS PROPERTY NOT INCONCISTENT HEREWITH SHALL REMAIN IN FULL FORCE AND EFFECT. EXISTING LEASE EXHIBIT A.

LESSOR:



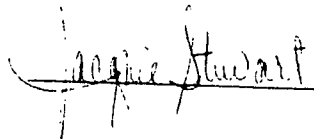
SAMUEL PAGE STEWART
BOX 2513
NEW ORLEANS, LA. 70176
PHONE: 504 583-0017

LESSEE AND SUBTENANT

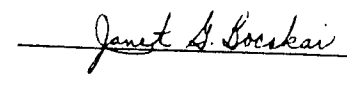


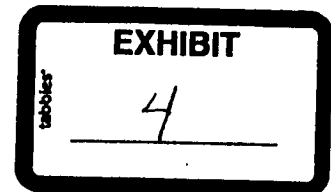
ALTES L. L. C.
625 N.W. 53RD STREET, SUITE 650
BOCA RATON, FL. 30487

WITNESSESS:



WITNESSESS:





VIRGINIA: IN THE CIRCUIT COURT OF THE CITY OF NORFOLK

SAMUEL PAGE STEWART,

Plaintiff,

v.

CASE NO. CL09-_____

ALTES, LLC,

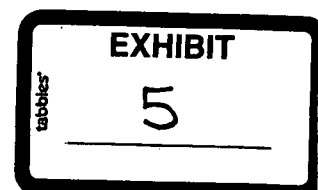
Defendant.

SERVE: Altes, LLC
c/o Corporation Service Company, Registered Agent
11 South 12th Street
P.O. Box 1463
Richmond, VA 23218

COMPLAINT

Samuel Page Stewart ("Stewart"), by counsel, moves for judgment in the amount of \$16,000 against defendant Altes, LLC ("Altes"), plus reasonable attorneys fees and costs and in support of this request states the following:

1. Plaintiff Stewart is a resident of Louisiana.
2. Altes is, upon information belief, a Delaware limited liability company with its principal place of business at ~~5901 Broken Sound Parkway, Suite 310~~, Boca Raton, Florida 33487.
3. Stewart as lessor and Hampton Roads Foods, Inc., d/b/a "Rally's" as lessee entered into a lease dated July 3, 1990, providing for the occupation and use of real property located at 410 Denbigh Boulevard, Newport News, Virginia 23602 (the "Denbigh Property Lease"). A copy of the Denbigh Property Lease is attached as Exhibit 1. On December 15, 2003, Altes as lessee and subtenant entered into an Addendum of Lease, a copy of which is



attached as Exhibit 2. As part of the Addendum, Stewart agreed to loan Altes \$50,000 to be used to renovate the building and site located at 410 Denbigh Boulevard at the direction of Altes.

4. In return for this loan of money, Altes agreed to repay the loan in monthly installments of \$1,062.36 for a term of 60 months. Stewart provided the funds which Altes accepted.

5. On March 17, 1989, Stewart and Hampton Roads Foods, Inc. d/b/a Rally's entered into a lease for the occupation and use of real property located at 629 J. Clyde Morris Boulevard, Newport News, Virginia 23601 (the "J. Clyde Morris Boulevard Property"), a copy of which is attached as Exhibit 3.

6. On October 15, 2003, Stewart and Altes entered into an Addendum of Lease, with respect to the J. Clyde Morris Boulevard Property, a copy of which is attached as Exhibit 4. The Addendum provides in pertinent part that Stewart agreed to loan \$50,000 to be used in the renovation of the J. Clyde Morris Property under the direction of Altes. In return for the loan, Altes agreed to pay \$1,062.36 for a term of 60 months. Stewart provided the funds which Altes accepted.

7. Payments have not been received on account of the loans set out in the Addenda to the Denbigh Boulevard lease and the J. Clyde Morris Boulevard lease since May 1, 2008.

8. The balance due and owing on the J. Clyde Morris Boulevard loan is \$7,000.

9. The balance due and owing on the Denbigh Boulevard loan is \$9,000.

COUNT ONE – BREACH OF CONTRACT

10. The allegations of paragraphs 1 through 9, above, are incorporated herein by reference.

11. Altes breached its agreement under the Addendum to Lease with respect to the

Denbigh Boulevard Property and payment is due in the amount of \$9,000, plus reasonable attorneys fees as provided in the Lease, plus costs.

COUNT TWO – BREACH OF CONTRACT

12. The allegations of paragraphs 1 through 9, above, are incorporated herein by reference.

13. Altes breached its promise to repay the loan set out in the Addendum to the lease with respect to the J. Clyde Morris Boulevard lease with a balance due of \$7,000.

WHEREFORE, Samuel Page Stewart, by counsel, moves for entry of judgment with respect to Count I in the amount of \$9,000, plus reasonable attorneys fees, plus costs, plus interest from the date of judgment until paid; and moves for judgment with respect to Count II in the amount of \$7,000, plus reasonable attorneys fees, plus costs, plus interest from the date of judgment until paid, and for such other and further relief the Court deems appropriate.

SAMUEL PAGE STEWART

DATE: January 12, 2009

By: Paul A. Driscoll
Of Counsel

Glen W. Thompson
Virginia State Bar No. 22403
Paul A. Driscoll
Virginia State Bar No. 33476
Pender & Coward, P.C.
222 Central Park Avenue, Suite 400
Virginia Beach, Virginia 23462
Telephone: (757) 490-6261
Facsimile: (757) 497-1914
pdriscol@pendercoward.com

RAD RESTAURANTS INC

501 RED ROBIN ROAD
VIRGINIA BEACH, VA 23454

1642

68-54/514
BRANCH 00394

DATE 7/15/08

PAY
TO THE
ORDER OF

Sam Stewart

Three thousand one hundred Eighty Seven and 08/100 \$3187.08
DOLLARS



WACHOVIA

Wachovia Bank, N.A.
wachovia.com

FOR

Stone Improvement

[Signature]

MAY 1, 2008 PAID

MONTICELLO 60/60

J. CLYDE 53/60

DENBIGH 51/60

DUE JUNE 1, 2008

RALLYS J. CLYDE MORRIS BLVD \$1,062.35 PAYMENT 54 OF 60

RALLYS DENBIGH BLVD. \$1,062.36 PAYMENT 52 OF 60

\$2,124.72 TOTAL AMOUNT DUE

[Signature]

SAM STEWART

BOX 2513

NEW ORLEANS, LA. 70176

504 583-0017

Altes, LLC

5901 Broken Sound Parkway, Suite 310
Boca, Raton, FL 33487

DATE
9/24/07

CHECK NO.
02056003

North Fork Bank

50-791/214

AMOUNT

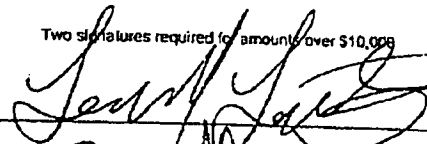

****3,187.08

PAY Three Thousand One Hundred Eighty Seven Dollars and 08 Cents

PAY
TO THE
ORDER
OF

SAMUEL PAGE STEWART
BOX 2513
NEW ORLEANS LA 70136-

Two signatures required for amounts over \$10,000



AUTHORIZED SIGNATURE

Security features on the face of this check include a colored background and a micro-print lower border line. The reverse side has an artificial watermark. Hold at an angle to view.

Altes, LLC

5901 Broken Sound Parkway, Suite 310
Boca Raton, FL 33487

VENDOR NO.
1014

DATE
9/24/07

CHECK NO.
02056003

DATE	INVOICE REFERENCE	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
9/24/07	00216077 INV #-008180 1208 MONTICELLO, NORFOLK	1,062.36	.00 00000000	1,062.36
9/24/07	00216078 INV #-98179 692 JAY CLYDE MORRIS B	1,062.36	.00 00000000	1,062.36
9/24/07	00216079 INV #-98183 410 DENBEIGH BLVD	1,062.36	.00 00000000	1,062.36

12186981

October 22, 2009

GLEN W. THOMPSON, ESQ.
(757) 490-6284

GTHOMPSON@PENDERCOWARD.COM

David D. Bird, Clerk of Court
United States Bankruptcy Court
District of Delaware
824 North Market Street, 3rd Floor
Wilmington, Delaware 19801

Re: Case No.: 09-11960-BLS
Debtor: Altes, LLC
Creditor: Samuel Page Stewart

Dear Mr. Bird:

Enclosed for filing is a Proof of Claim with regard to the above-referenced matter. I am also enclosing an additional copy of the Proof of Claim, which I thank you to date-stamp upon receipt and return to me in the self-addressed stamped envelope provided.

Please contact me with any questions or comments.

Sincerely yours,


Glen W. Thompson

GWT/jlw
Enclosures

cc: Samuel Page Stewart

FILED
2009 OCT 27 AM 8:52
CLERK
US BANKRUPTCY COURT
DISTRICT OF DELAWARE