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| UNITED STATES BANKRUPTCY COURT District of Delaware | | PROOF OF CLAIM |
| Name of Debtor: Altes, LLC | | Case Number: 09-11961 |
| 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): 2182 North Highway 67 LLC | | <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: John J. Hall, Esq./Lewis, Rice & Fingersh, L.C. 500 North Broadway, Suite 2000 St. Louis, MO 63102 | | |
| Telephone number: (314) 444-7600 | | |
| Name and address where payment should be sent (if different from above): <div style="text-align: center;"> RECEIVED DEC 10 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>223,217.87</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 checked="" 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: \$ _____ *Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. |
| 2. Basis for Claim: <u>Damages-Rent/Lease Re</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: 12/9/2009 | 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="text-align: center;"> John J. Hall, Attorney for Creditor </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. | | FOR COURT USE ONLY Alset Owners LLC 00159 |

Statement of Claim

This claim of 2182 North Highway 67, LLC ("Claimant") arises pursuant to that certain Lease Agreement dated June 29, 2007 (the "Lease") under which Altes, LLC (the "Debtor") was the tenant, and Claimant, as successor by assignment to R&R Capitol LLC, was the landlord. Under the Lease, Debtor leased certain non-residential real property known as Parcel 1 of Paddock Hills Plaza, as further described in the Lease (a copy of which is attached hereto as Exhibit A).

Pursuant to that certain Second Order Under Section 365(a) of the Bankruptcy Code Authorizing, to the Extent Necessary, The Debtors To Reject Certain Nonresidential Real Property Leases (the "Order") of the Bankruptcy Court dated September 28, 2009, the Lease was rejected. The Order provided Claimant with an administrative claim for post-petition rent in the amount of \$4,000.00, and Claimant reserved all rights to assert additional claims, including claims for prepetition rent and damages arising from the rejection of the Lease.

The original term of the Lease was 20 years, with an expiration on June 29, 2027, with annual rent as set forth below. Missouri law calculates damages for the lessee's default under a lease as the existing amounts due upon default, plus the total amount due under the remaining term of the lease after the default. These amounts also are set forth below.

In this case, September 28, 2009 is the date of default. As of the petition date, June 5, 2009, \$22,229.87 was due under the Lease. This amount is part of the state law damages calculated as follows:

Damages Allowed Under State Law:

Prepetition Amounts Due:

| | |
|--------------------------------------|------------------|
| Rent Due May 1, 2009: | \$ 5,583.00 |
| Rent Due June 1, 2009: | \$ 5,583.00 |
| Real Estate Taxes Due Dec. 31, 2008: | \$ 9,192.31 |
| Interest on Taxes Due | \$ 1,654.62 |
| Penalties on Taxes Due | <u>\$ 216.94</u> |
| | \$22,229.87 |

Rent Due Under Remaining Term:

| | |
|--|-------------------|
| July 1, 2009 – June 1, 2012 (\$5,583/mo) | \$ 200,988 |
| July 1, 2012 – June 1, 2017 (\$6,001/mo) | \$ 360,060 |
| July 1, 2017 – June 1, 2022 (\$6,451/mo) | \$ 387,060 |
| July 1, 2022 – June 1, 2027 (\$6,935/mo) | <u>\$ 416,100</u> |
| Total Rent Reserved: | \$1,364,208 |

Total State Law Rejection Damages: \$1,386,472.87

Claim for Damages As Limited By 11 U.S.C. § 502(b)(6):

| | |
|---|---------------------|
| Rent Due as of Petition Date (§ 502(b)(6)(B)): | \$ 22,229.87 |
| Rent Reserved Under Lease For 3 Years (§ 502(b)(6)(A)): | <u>\$200,988.00</u> |
| Total: | \$223,217.87 |

(State law damage claim exceeds cap)

Total Unsecured Claim Allowed Under Bankruptcy Code: \$223,217.87

COLLECTOR OF REVENUE
41 S CENTRAL AVE
ST LOUIS MO 63105
(314) 615-5500

ST LOUIS COUNTY, MISSOURI
REAL PROPERTY TAX BILL

2008

164130

| | | | | | | |
|----------------|---|---------|---------------------------------|---------------------|-----------------|------|
| LOCATOR NUMBER | 07J320733 | ADDRESS | 2182 N HIGHWAY 67 ST FLORISSANT | 10132008 | PIN | 1020 |
| OWNER'S NAME | 2182 NORTH HIGHWAY 67 LLC C/O ROBERT H WIDMANN | | | LEGAL DESCRIPTION | BLK | LOT |
| | | | | PADDOCK HILLS PLAZA | PARCEL I 721 88 | |

2182 NORTH HIGHWAY 67 LLC
C/O ROBERT H WIDMANN
400 SUNDANCE HL
SOQUEL CA 95073-9473

| DEST CODE | TAX DISTRIBUTION | |
|-----------|--------------------|----------|
| | ST. OF MISSOURI | 27.79 |
| | COUNTY HEALTH FUND | 138.96 |
| | CO. PARK MAINT. | 46.32 |
| | COUNTY BOND RETIRE | 58.36 |
| | ROAD & BRIDGE | 97.27 |
| | ST L COMM COLL | 186.48 |
| | SPEC SCH DIST | 850.81 |
| | MET ZOO MUS DIST | 217.15 |
| | COUNTY LIBRARY | 155.64 |
| | SCH-FERG-FLO | 4,359.18 |
| | FIRE-FLORISSANT V | 1,228.41 |
| | SHELTERED WORKSHOP | 75.04 |
| | COUNTY GENERAL | 176.02 |
| | SURCHARGE | 1,574.88 |

| ASSESSED VALUE | TYPE | TAX RATE | SPECIAL ASSESSMENTS |
|--------------------|------------|----------|---------------------|
| 92,640 | COMMERCIAL | 8.2226 | |
| 92,640 | SURCHARGE | 1.7000 | |
| TAX AMOUNTS | | | |
| CURRENT TAX AMOUNT | | 7,617.43 | |
| SURCHARGE AMOUNT | | 1,574.88 | |
| TOTAL DUE | | 9,192.31 | |

MO law 139.100, 52.290 mandates the assessment of interest of 2% per month or any part thereof, plus a 2% penalty for all taxes unpaid by 12 midnight December 31 of tax year.

In compliance with State statutes 139.100 payments by mail require "postmark" by United States Postal Service on or before December 31.

RD 10/07/08

Pay taxes online at www.stlouisco.com by authorizing direct debit to your checking/savings account, or by credit card.
Credit card payments can also be made by calling: 1-877-309-9306. A "convenience fee" may apply.

TEAR HERE AND RETURN LOWER PORTION WITH PAYMENT

| | | | | | | | |
|----------------|-------------|-----------|-----------|---|----------|-----------------|---------------|
| LOCATOR NUMBER | SCHOOL CODE | CITY CODE | DEST CODE | ST LOUIS COUNTY, MISSOURI REAL ESTATE TAX BILL | 10132008 | PIN | 1020 |
| 07J320733 | 111DE | 024 | | | | | |
| VALUATION | TYPE | X | RATE | PER \$100 - CURRENT TAX | INTEREST | PENALTIES | SPECIAL ASSMT |
| 92,640 | COMMERCIAL | | 8.2226 | 7,617.43 | | | |
| 92,640 | SURCHARGE | | 1.7000 | 1,574.88 | | | |
| | | | | | | PAY THIS AMOUNT | |
| | | | | | | 9,192.31 | |

PRINT
MAILING
ADDRESS
CHANGE

Make check payable to: COLLECTOR OF REVENUE

| |
|---------------------------------|
| DESCRIPTION OF PROPERTY |
| 2182 N HIGHWAY 67 ST FLORISSANT |
| BLK LOT |
| PADDOCK HILLS PLAZA |
| PARCEL I 721 88 |

2182 NORTH HIGHWAY 67 LLC
C/O ROBERT H WIDMANN
400 SUNDANCE HL
SOQUEL CA 95073-9473

CY085000011 RA0721320733C888C CD0000919231 XX1111415 0

LEASE AGREEMENT
(2182 N. Highway 67, Florissant, Missouri)

THIS LEASE AGREEMENT ("Lease") is made and entered into on June 29, 2007, by and between:

- (i) R&R Capitol LLC, a Nevada limited liability company, with its principal office and place of business at 4370 La Jolla Village Drive, Suite 850, San Diego, California 92122 ("Landlord"), and
- (ii) Altes, LLC, a Delaware limited liability company, with a mailing address of 5901 Broken Sound Parkway, N.W., Suite 310, Boca Raton, Florida 33487 ("Tenant").

WITNESSETH:

The following stipulations are hereby declared to be covenants of this Lease and shall, unless otherwise expressly stated, be applicable at all times throughout the term of this Lease and any extension or renewal thereof:

1. DEFINITIONS

For purposes of this Lease, the following terms shall have the definitions ascribed to them:

"Commencement Date" means the Effective Date (defined below).

"Contamination" means the presence of Hazardous Substances in soil, groundwater or surface water on or about the Premises in amounts, concentrations or levels that meet or exceed Environmental Requirements, including cleanup or other standards applicable to Hazardous Substances developed or used by governmental authority, such as those pertaining to the use of fill material. The term does not include Hazardous Substances commonly used in the operation, cleaning and maintenance of a restaurant or Hazardous Substances present in nominal amounts not requiring Corrective Action.

"Corrective Action" means investigation, sampling, study, surveys, assessment, evaluation, correction, remediation, removal, replacement, disposal, monitoring, cleanup, mitigation, treatment, capping, risk assessment, or other method or task to address Hazardous Substances required under the Environmental Requirements applicable to the Premises and/or the adjacent or other properties to the extent the Environmental Requirements applicable to adjacent or other properties result from Contamination of the Premises.

"Corrective Action Costs" means all costs, fees, or charges associated with or arising out of any and all Corrective Action, including but not limited to, all legal consulting, contractor, laboratory, disposal site charges, permitting, licensing or government agency oversight costs.

"Effective Date" means the date on which the last party to execute this Lease does so.

"Environmental Documents" means any and all environmental site assessments obtained by Landlord or its lender prior to the date hereof.

"Environmental Requirements" means all applicable federal, state, and local government laws (including common law), rules, regulations, statutes, codes, ordinances, directives, guidance documents, cleanup or other standards, and any other governmental requirements or standards which pertain to,

regulate, or impose liability or standards of conduct concerning the use, storage, human exposure to, handling, transportation, release, clean-up or disposal of Hazardous Substances.

"Excluded Personal Property" means any and all furniture, fixtures, equipment and other personal property, including without limitation, replacements and substitutions therefor, now or hereafter owned, leased or used by or through Tenant and/or any Excluded Property Party and their respective successors, assigns, and /or transferees.

"Excluded Property" means the Excluded Personal Property.

"Excluded Property Party" means Tenant, any person or entity occupying or using any part of the Excluded Property by or through Tenant (or its lessees, successors or assigns) and/or any person or entity holding an ownership or security interest in any Excluded Property.

"Expiration Date" has the meaning ascribed to such term in the definition of "Term."

"Franchise Agreement" means the agreement between Tenant and Franchisor, pursuant to which Tenant may operate the Premises as a Rally's or Checkers Drive-In Restaurant.

"Franchisor" means Checkers Drive-In Restaurants, Inc. its successors and assigns.

"Hazardous Substances" means any hazardous, toxic or dangerous substance, solid waste, contaminant, pollutant, gas or material, including without limitation, petroleum products and constituents thereof, and any other substance or material regulated under any Environmental Requirements. The term includes underground or above ground tanks and associated lines or other equipment, barrels, containers, and other receptacles or equipment containing or previously containing such materials or substances.

"Improvements" means the building located on the Premises and any other improvements to the Premises.

"Landlord" means R&R Capitol LLC, a Nevada limited liability company, and its successors and assigns pursuant to Paragraph 26 below.

"Landlord Mortgage" means any mortgage, deed of trust, assignment of rents and leases, security agreement and/or fixture filing granted or made by or a security interest granted to a Landlord Mortgagee by a Landlord Mortgagor Party in Landlord's interest in the Premises, in this Lease and/or any appurtenant areas (including any easements granted under Paragraph 2 hereof and areas subject to the Appurtenant Rights controlled by any Landlord Party and shall include whatever security instruments are used in the metropolitan area of the Premises to secure such interests including without limitation, financing statements, security agreements, mortgages, deeds of trust, and any other documentation required to so secure such interest.

"Landlord Mortgagee" means the holder or secured party under a Landlord Mortgage.

"Landlord Mortgagor Party" means Landlord and/or any person or entity that controls or has an interest in Landlord or any entity which is controlled by or under common control with Landlord.

"Lease" means this Lease and all amendments hereto, if any, entered into from time to time hereafter, together with the exhibits attached hereto.

"Leasehold Mortgage" means any leasehold mortgage granted or made by Tenant to grant to a Leasehold Mortgagee a security interest in Tenant's leasehold interest in this Lease and shall include whatever security instruments are used in the metropolitan area of the Premises to secure the mortgagee's interest in the leasehold interest of Tenant under this Lease without limitation, financing statements, security agreements, mortgages, deeds of trust, and any other documentation required to so secure such interest.

"Leasehold Mortgagee" means the holder or secured party under a Leasehold Mortgage.

"Lease Year" means a fiscal period beginning on the Commencement Date (and each anniversary thereof) and expiring on the last day of the twelfth (12th) month thereafter; provided, however, in the event the Commencement Date is not the first (1st) day of a calendar month, then the Lease Year shall commence on the first (1st) day of the calendar month following the Commencement Date.

"Premises" means the land as more particularly described on Exhibit "A" including any existing or future improvements thereon and all rights, privileges, easements and appurtenances belonging or benefiting the land and/or such improvements.

"Rent" means the Annual Rent payable together with all other items described in this Lease as "additional rent".

"Renewal Term" has the meaning ascribed to such term in Paragraph 3(b).

"Subsequent Improvements" means any and all non-structural additions, alterations, changes and improvements to the Premises and/or Improvements made by or through Tenant or/ a subtenant acting directly by or through Tenant subsequent to the Commencement Date.

"Tenant" means Altes, LLC, a Delaware limited liability company, and its successors and any assigns permitted pursuant to an assignment under Paragraph 19 of this Lease.

"Term" means the period commencing on the Commencement Date and ending twenty (20) years thereafter if the Commencement Date is the first day of a calendar month or from the first (1st) day of the calendar month following the Commencement Date if not the first (1st) day of a calendar month subject to extension or early termination as provided in this Lease (hereinafter the "Expiration Date") and shall include any Renewal Term to which Tenant has duly and properly exercised the option provided under Paragraph 3(b) below.

2. DEMISE

(a) Demise. Landlord hereby leases the Premises to Tenant, for the purpose of operating a Checkers Restaurant (or any other name or restaurant which Tenant is required or permitted to convert to under its Franchise Agreement) and such other uses as may be permitted under this Lease, and Tenant hereby leases the Premises from Landlord on such terms. In addition, during the Term, Tenant shall be entitled to use all easements, rights, interest and properties appurtenant to and for the benefit of the Premises on the terms for such use governing such appurtenant easements, rights, interest and properties (collectively, the "Appurtenant Rights"). The Premises is leased to Tenant "AS IS" and "WHERE IS" without representation or warranty by Landlord and subject to the right of parties in possession to the existing state of title any state of facts which an accurate survey of physical inspection might reveal, and all applicable regulations now or hereafter in effect. Tenant has examined the Premises and title to the Premises and has found all of the same satisfactory for all of Tenant's purposes.

(b) Lease Characterization. Landlord and Tenant intend that: (i) this Lease is a "true lease" and not a financing lease, capital lease, mortgage, equitable mortgage, deed of trust, trust agreement, security agreement or other financing or trust arrangement, and the economic realities of this Lease are those of a true lease; and (ii) the business relationship created by this Lease and any related documents is solely that of a long-term commercial lease between Landlord and Tenant and has been entered into by both parties in reliance upon the economic and legal bargains contained herein. Landlord and Tenant acknowledge and agree that the Lease Term, including any term extensions provided for in this Lease, is less than the remaining economic life of the Premises. Tenant waives any claim or defense based upon the characterization of this Lease as anything other than a true lease and irrevocably waives any claim or defense which assert that this Lease is anything other than a true lease. Tenant covenants and agrees that it will not assert that this Lease is anything but a true lease. Tenant stipulates and agrees not to challenge the validity, enforceability or characterization of the Lease of the Premises as a true lease and further stipulates and agrees that nothing contained in this Lease creates or is intended to create a joint venture, partnership (either de jure or de facto), equitable mortgage, trust, financing device or arrangement, security interest or the like. Tenant shall support the intent of the parties that the Lease of the Premises pursuant to this Lease is a true lease and does not create a joint venture, partnership (either de jure or de facto) equitable mortgage, trust, financing device or arrangement, security interest of the like, if and to the extent that, any challenge occurs. Tenant acknowledges that (i) the Annual Rental is the fair market value for the use of the Premises and was agreed to by Landlord and Tenant on that basis, and (ii) the execution, delivery and performance by Tenant of this Lease does not constitute a transfer of all or any part of the Premises. The expressions of intent, the waivers, the representations and warranties, the covenants, the agreements and the stipulations set forth in this Section are a material inducement to the Landlord entering into the Lease.

3. TERM

(a) The Term of the Lease shall commence on the Commencement Date and shall expire twenty (20) years thereafter. Landlord and Tenant shall enter into a memorandum of lease, suitable for recording, which shall specify the actual Commencement Date and the Expiration Date.

(b) Renewal Term. Tenant shall have the option to renew the term of this Lease for up to four (4) successive additional five-(5) year periods (each such period being a "Renewal Term") on the same terms and conditions in effect during the Term. To exercise this option, Tenant shall give Landlord written notice of its intent to renew not less than ninety (90) days prior to expiration of the Term then in effect.

(c) Surrender; Hold Over. Tenant shall peacefully surrender possession of the Premises, the buildings and other improvements thereon, to Landlord within thirty (30) days after the expiration, or earlier termination, of the Term without being obligated to pay Rent or additional rent during such period; provided, however, Tenant may not conduct business at the Premises and may only use such period to effect such removals and repairs as are required under this Lease. In the event Tenant remains in possession of the Premises after the Expiration Date and continues to conduct business at the Premises without executing a new written lease acceptable to Landlord and Tenant, Tenant shall occupy the Premises as a tenant from month to month subject to all the terms hereof (except as modified by this paragraph), but such possession shall not limit Landlord's rights and remedies by reason thereof nor constitute a holding over; provided, however, in no event shall Tenant be liable to Landlord for consequential or incidental damages resulting from such holding over. In the event of such month to month tenancy, the monthly installment of Annual Rent due for each such month shall increase to be twice the monthly installment thereof which was payable during the last month of the term of this Lease.

4. RENT; UTILITIES

(a) Rent. Rent shall be due and payable commencing on the Commencement Date. The annual rent (the "Annual Rent") payable during the Term of this Lease shall be as follows:

| | Annual Rent | Monthly Rent Payment |
|----------------|-------------|----------------------|
| Years 1-5 | \$66,991 | \$5,583 |
| Years 6-10 | \$72,015 | \$6,001 300,075 |
| Years 11-15 | \$77,416 | \$6,451 387,080 |
| Years 16-20 | \$83,223 | \$6,935 416,115 |
| Renewal Term 1 | \$89,464 | \$7,455 |
| Renewal Term 2 | \$96,174 | \$8,015 |
| Renewal Term 3 | \$103,387 | \$8,616 |
| Renewal Term 4 | \$111,141 | \$9,262 |

Annual Rent shall be payable in monthly installments each equal to one-twelfth (1/12) of such Rent, in advance, on or before the first (1st) day of each month without offset or deduction, except as specified in this Lease (the "Monthly Rent"). If the Commencement Date of this Lease is on a date other than the first day of a calendar month, the Monthly Rent due for the partial calendar month shall be prorated accordingly. Tenant's liability for Rent shall not commence to accrue until the Commencement Date.

(b) Utilities. Tenant shall pay all charges for heat, water, gas, sewage, electricity and other utilities used or consumed on the Premises and shall contract for the same in its own name. Landlord shall not be liable for any interruption or failure in the supply of any such utility service to the Premises.

5. ALTERATIONS AND IMPROVEMENTS, INVESTMENT TAX CREDIT, MECHANIC'S LIENS, LANDLORD'S DISCLAIMER

(a) Structural Alterations Tenant shall not alter the exterior, structural, plumbing or electrical elements of the Premises in any manner without the consent of the Landlord which consent shall not be unreasonably withheld or conditioned; provided, however, Tenant may comply with the terms of Section 7 above and may undertake nonstructural alterations to the Premises costing less than \$100,000 without Landlord's consent.

(b) Alterations and Improvements.

(i) Subject to Section (a) above, Tenant shall be permitted to install and use at any time and from time to time, any and all trade fixtures and other personal property installed on or about the Premises. All such trade fixtures and personal property that are not or do not become a fixture shall be and remain the property of Tenant ("Tenant's Property") all of which, other than Tenant's Property that is financed by Landlord, Tenant (or the owner thereof other than Landlord) may remove at any time (and Tenant may remove Tenant's Property that is financed by Landlord at such time as Tenant pays Landlord in full for such Tenant's Property). Tenant's Property shall include, without limitation: (1) removable decor items and office equipment; (2) building lettering, signs, sign posts and sign standards; (3) unattached food and customer service equipment; (4) food and customer service equipment attached to the building by bolts and screws and/or by utility connections; (5) walk-in refrigerators and freezers, remote refrigeration systems,

exhaust systems and hoods, and water heaters; and (6) personal property and/or trade fixtures leased by Tenant.

(ii) Tenant and/or its or subsequent subtenants shall have the right to make any Subsequent Improvements as Tenant or such subtenant shall desire.

(iii) Until the expiration or sooner termination of this Lease, title to any of the Subsequent Improvements shall be deemed to be property of Tenant, and Tenant shall be entitled to deduct all depreciation thereon. Landlord agrees that neither Tenant's Property nor any personal property of whatever kind and nature kept, located or installed in, at, on or about the Premises and owned or leased by Tenant's subtenants or by any third party vendor shall become the property of Landlord or a part of the realty no matter how affixed to the Premises and may be removed by Tenant, its subtenant and/or by any third party vendor at any time and from time to time during the entire term of this Lease and any extensions; provided, however, Tenant shall repair any damage or injury to the Premises caused by such removal in a good and workmanlike manner.

(c) Investment Tax Credit. Landlord hereby grants Tenant the right and privilege of applying for and receiving all investment tax credits, if any, under the Internal Revenue Code, which may be available with respect to the building and other improvements to be constructed under this Lease, provided that Tenant shall not exercise such right or privilege if doing so will result in a present or future increase in Landlord's tax burden. To this end, Landlord agrees, at Tenant's cost and expense, to execute all such further documents and supply such additional information as may be required to make such election effective.

(d) Mechanic's and Other Liens. Tenant shall not do or suffer anything to be done whereby the Premises, or any part thereof, may be encumbered by a mechanic's, materialman's, or other lien for work or labor done, services performed, materials, appliances, or power contributed, used, or furnished in or to the Premises or in connection with any operations or any other activity of Tenant, and, if, whenever and as often as any lien is filed against the Premises, or any part thereof, purporting to be for or on account of any labor done, materials or services furnished in connection with any work in or about the Premises, done by, for or under the authority of Tenant, or anyone claiming by, through or under Tenant, Tenant shall discharge the same of record within ten (10) business days after service upon Tenant of notice of the filing thereof; provided, however, Tenant shall have the right to remove the lien as an encumbrance upon the Premises by bonding same in accordance with applicable law and to contest any such lien; provided further that Tenant shall diligently prosecute any such contest, at all times effectively staying or preventing any official or judicial sale of the Premises under execution or otherwise, and, if unsuccessful, satisfying any final judgment against the Premises or Landlord or, if successful, procuring record satisfaction or release thereof.

6. DESTRUCTION OF PREMISES; INSURANCE

(a) Damage to the Premises. If the Premises are damaged or destroyed by fire, flood, tornado or other element, or by any other casualty and such damage or destruction does not occur within the last twenty-four (24) months of the original or of any extended or renewed term of this Lease, this Lease shall continue in full force and effect and Tenant shall, as promptly as possible, restore, repair or rebuild the Premises to substantially the same condition as it existed before the damage or destruction, including any improvements or alterations required to be made by any governmental body, county or city agency, due to any changes in code or building regulations. Tenant shall for this purpose use all, or such part as may be necessary, of the insurance proceeds received from insurance policies required to be carried under the provision of Paragraph 6(b) hereinbelow. Subject to the terms and provisions of any

Landlord Mortgages, the insurance proceeds shall be available and payable to Tenant in trust for the benefit of Landlord for restoration, repair and rebuilding of the building and other improvements on the Premises. If such insurance proceeds are not sufficient to pay such costs, Tenant shall pay such deficit. Should the Premises be damaged or destroyed by any of the foregoing described casualties within the last twenty-four (24) months of the original term or of any extended or renewed term of this Lease, then in the event that the Premises are untenable or unsuitable, in Tenant's and Landlord's reasonable opinion, for continued use in the normal conduct of Tenant's business, Tenant shall have the right, exercisable by written notice to Landlord given within thirty (30) days after the date of such damage or destruction, to terminate this Lease effective upon the date of such damage or destruction. If Tenant terminates this Lease as thus provided, Landlord shall be entitled to all of the insurance proceeds applicable to such damage or destruction, but not to the proceeds of insurance carried by Tenant on Tenant's Property. If Tenant defaults in its obligation to carry insurance in the amounts required under Paragraph 6(b), then, prior to Tenant's termination of this Lease and in addition to the requirements set forth in the preceding sentence, Tenant shall be obligated to pay toward said reconstruction or to Landlord the difference between the amount of insurance actually carried and the amount required to be carried under Paragraph 6(b) below.

(b) Insurance. Throughout the Term, Tenant, at its expense, shall maintain the following insurance respecting the Premises at Tenant's expense: (i) "Special Form Causes of Loss" coverage (as such term is used in the insurance industry) or its equivalent, including coverage for glass breakage, vandalism and malicious mischief for one hundred percent (100%) insurable replacement value of the Premises with no co-insurance penalty, and with any deductible in excess of Ten Thousand Dollars (\$10,000.00) to be approved by Landlord which shall not be unreasonably withheld or delayed; (ii) commercial general liability insurance including product liability and liquor liability (if alcohol is served) covering the Premises at least as broad as the most commonly available occurrence basis ISO Commercial General Liability policy form (or its equivalent) covering bodily injury, property damage and personal and advertising injury, for the joint benefit of and insuring Tenant and Landlord, with limits not less than One Million Dollars (\$1,000,000.00) per occurrence, with a general aggregate of not less than Two Million Dollars (\$2,000,000.00) and a "following form" umbrella liability policy or excess liability policy to include product liability and liquor liability (if alcohol is served), in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence; (iii) in the event the Premises are located in an area identified by the National Flood Insurance Program as an area having "special flood hazards" (zones beginning with "A" or "V," Tenant shall maintain throughout the term of this Lease and any extension thereof, flood insurance for the full replacement value of the Premises; and (v) in the event the Premises are located in a major earthquake damage area and earthquake insurance is available, Tenant shall maintain throughout the term of this Lease, and any extension thereof, earthquake insurance for the full replacement value of the Premises.

All insurance companies providing the coverage required under this Paragraph 6 shall be selected by Tenant and shall be licensed to write insurance policies in the state in which the Premises is located. In no event shall Tenant be required to obtain insurance from any insurance company owned by or related to Landlord. Upon request of Landlord and upon a change in insurance carriers or coverage, Tenant shall provide Landlord with copies of all policies or certificates of such coverage for the insurance coverages referenced in this Paragraph 6, and all commercial general liability and umbrella liability or excess liability policies shall name Landlord (and if Landlord is either a general or limited partnership, all general partners) and any mortgagee designated by Landlord as an additional insured. Any such coverage for additional insureds shall be primary and non-contributory with any insurance carried by Landlord or any other additional insured hereunder. All property insurance policies covering the Premises (but not Tenant's Property) shall name Landlord as an additional named insured or as a loss payee as Landlord's interest may appear, and shall provide that all losses shall be payable as herein provided. All such policies of insurance shall provide that the amount thereof shall not be reduced and that none of the

provisions, agreements or covenants contained therein shall be modified or canceled by the insuring company or companies without such insuring company endeavoring to provide Landlord with not less than thirty (30) days' prior written notice; and that all insurance proceeds shall be paid by check payable to Tenant to be held in trust by Tenant for the benefit of Landlord and Tenant and applied pursuant to the terms of this Lease. Such policy or policies of insurance may also cover loss or damage to Tenant's Property. All insurance policies shall: (i) provide for a waiver of subrogation by the insurer as to claims against Landlord, Landlord's Mortgagee and their respective employees and agents; (ii) contain a standard without contribution mortgage clause endorsement in favor of Landlord's Mortgagee and its successors and assigns as their interests may appear and any other party designated by Landlord; and (iii) be issued by insurance companies licensed to do business in the state in which the Premises is located and which are rated A- or better by Best's Key Rating or otherwise approved by Landlord.

7. MAINTENANCE AND REPAIR

(a) Tenant Obligations. Tenant shall, during the term of this Lease and any renewals thereof, (i) maintain the Premises and all buildings and improvements thereon (interior and exterior, structural and otherwise) in good order and repair subject to normal wear and tear, damage by fire and casualty and condemnation excepted subject to the provisions of Paragraph 6(a) hereof; (ii) keep the Tenant's Property, including trade fixtures, equipment, machinery and appliances thereon in such repair as Tenant deems necessary and appropriate and shall replace trade fixtures, equipment, machinery and appliances on the Premises as Tenant deems necessary and appropriate; (iii) comply in all material respects with all laws, ordinances, regulations and requirements of any governmental body applicable to the Premises; (iv) provide prompt notification to Landlord of any material adverse changes to the Premises, such as material adverse changes in any environmental condition, including the presence of contamination and shall effect the Corrective Action required of Tenant under Paragraph 8; and (v) subject to the provisions of Paragraph 6(a) with respect to damage within the last twenty-four (24) months of the Lease, and Paragraph 9 herein, return the Premises and all buildings and improvements thereon at the expiration of the term of this Lease or any extension thereof in good condition, subject to ordinary wear and tear, damage by fire and casualty and condemnation excepted subject to the provisions of Paragraph 6(a) hereof.

(b) Landlord Obligations. Except for Corrective Action required to be undertaken by Landlord under this Lease or as otherwise provided in Paragraph 8(d), Tenant agrees that Landlord shall have no obligation under this Lease to make any repairs or replacements (including the replacement of obsolete components) to the Premises or the buildings or improvements thereon, or any alteration, addition, change, substitution or improvement thereof or thereto, whether structural or otherwise. The terms "repair" and "replacement" include, without limitation, the replacement of any portions of the Premises which Tenant deems necessary and appropriate during the term of the Lease (or any extensions thereof). Landlord and Tenant intend that the Rent received by Landlord shall be free and clear of any expense to Landlord for the construction, care, maintenance (including common area maintenance charges and charges accruing under easements or other agreements relating to the Premises), operation, repair, replacement, alteration, addition, change, substitution and improvement of or to the Premises and any building and improvement thereon. Upon the expiration or earlier termination of this Lease, Tenant shall remain responsible for, and shall pay to Landlord, any cost, charge or expense for which Tenant is otherwise responsible for hereunder attributable to any period (prorated on a daily basis) prior to the expiration or earlier termination of this Lease.

8. ENVIRONMENTAL MATTERS

(a) Tenant Contamination. Tenant shall not cause any Contamination on the Premises as a result of Hazardous Materials first placed by Tenant, its agents or contractors on the Premises during the Term.

(b) Corrective Action.

(i) Landlord shall be responsible, at its sole cost and expense, for all Corrective Action associated with Landlord-Caused Conditions (as hereinafter defined) at the Premises. Tenant shall be responsible, at its sole cost and expense, for all Corrective Action associated with Tenant-Caused Conditions (as hereinafter defined) at the Premises. Notwithstanding the foregoing, in no event shall any party be required to take any Corrective Action at the Premises unless such Corrective Action is required by Environmental Requirements applicable to the Premises and its contemplated development and use as a restaurant. A "Landlord-Caused Condition" shall be a condition which Landlord is proven, by the preponderance of the evidence, to have directly caused. All other contamination shall be deemed a "Tenant-Caused Condition."

(c) Tenant Indemnity. Tenant shall indemnify and defend at Tenant's cost with counsel reasonably satisfactory to Landlord and hold Landlord, its managers, members, shareholders, officers, directors, partners, principals and employees harmless from all liabilities, losses, obligations, damages (including consequential and incidental damages) including, fines, penalties, claims, costs, Corrective Action Costs, charges and expenses, including reasonable attorneys fees, paralegal fees and legal costs and expenses incurred by Landlord, whether or not incurred by Landlord directly or as a result of third party claims or actions, which may be imposed upon or asserted against or incurred by Landlord with respect to, arising from or resulting from (i) a Tenant-Caused Condition; (ii) a breach of Tenant's covenant in Paragraph 8(a); and (iii) Tenant's failure or refusal to perform Corrective Action required of Tenant under this Lease as required by and in accordance with Environmental Requirements.

(d) Survivability. The termination or expiration of this Lease and/or Tenant's interest of the Premises by eminent domain or otherwise shall not affect the continuing obligations of Landlord and Tenant under this Paragraph 8.

9. CONDEMNATION

(a) Total Taking. In the event the entire Premises or any areas subject to Appurtenant Rights which prevent Tenant from utilizing any portion of Premises shall be taken or appropriated for public or quasi-public use under any governmental law, ordinance, regulation or by right of eminent domain, or shall be transferred in lieu of said taking or appropriation (hereinafter, a "taking"), the liabilities of the parties under this Lease shall terminate as of the date of vesting of title in the condemning authority or such other taking title to the Premises by such taking.

(b) Partial Taking. In the event of an appropriation or taking for public or quasi public use under any governmental law, ordinance, regulation or by right of eminent domain or transfer in lieu thereof of any portion of the Premises or any areas subject to Appurtenant Rights which prevent Tenant from utilizing a material portion of the Premises or one or more of the following portions of the Premises, Tenant may, upon written notice given by Tenant to Landlord not fewer than fourteen (14) business days prior to the date on which possession of the Premises, or part thereof, must be surrendered to the condemning authority, terminate the liabilities of the parties hereto upon on the date set forth in such notice, but not earlier than the date of such taking: (a) any portion of any improvements on the Premises; (b) any portion of the "drive-thru" lane, the "circulation lane" serving the "drive-thru" lane, or the "pass-

thru" lane around the "drive-thru" lane; (c) any portion of the frontage or parking spaces on the Premises, (d) direct access to and from the Premises to and from any adjacent street or highway; any common driveway or private driveway over which access between the Premises and public rights of way is obtained; or (e) any portion of the Premises which in any other way reduces or damages the Premises or Tenant's operations at the Premises and Tenant can demonstrate to Landlord's reasonable satisfaction based on Tenant's experience that the Premises could likely not thereafter be operated by Tenant in a manner that is reasonably as profitable as before the taking as the type of restaurant contemplated herein and/or would require Tenant to expend more than \$5,000.00 to correct such conditions.

(c) Traffic Controls. In the event of any ordinance, regulation or law whatsoever, that would permanently prohibit Tenant's continued operation of its business on the Premises, or permanently deprive Tenant of its business on the Premises, or permanently deprive Tenant of its driveways or curb cuts necessary for the operation of said business, or in the event any median strip or other barrier, traffic control facility, device or sign shall be constructed, installed and/or established, the effect of which would be to permanently prevent vehicular traffic which theretofore could have made a legal turn into and onto the Premises from making such turn in the same manner as theretofore permitted, Tenant shall have the right to terminate this Lease upon written notice thereof by Tenant to Landlord. Upon such exercise of said right by Tenant, this Lease and all rights and obligations of the parties hereto hereunder shall cease and terminate as of the effective date of such termination as specified in said notice by Tenant. Any of such events shall be deemed "permanent" if their impact will last six months or more.

(d) Allocation of Access if Lease is Not Terminated. In the event of any taking which does not give rise to an option to terminate or in the event of a taking which does give rise to an option to terminate and Tenant does not elect to terminate, Landlord shall, subject to the terms and conditions of any Landlord Mortgage, make its entire award available to Tenant and Tenant shall, to the extent of the award from such taking (which term "award" shall mean the net proceeds after deducting reasonable expenses of any settlement, or net purchase price under a sale in lieu of condemnation), promptly restore or repair the Premises and all improvements thereon (except those items of Tenant's Property which Tenant is permitted to remove under the terms of this Lease) to the same condition as existed immediately prior to such taking insofar as is reasonably possible. The award shall be held in trust by Tenant and used, to the extent required, for the purpose of such restoration or repair. In addition, in the event of any partial taking where this Lease is not terminated, Tenant shall be entitled to receive from the award (i) such amounts incurred to reimburse Tenant for any cost which Tenant may incur in removing Tenant's Property from the Premises and (ii) such amounts as are allocable to loss of Tenant's business. A just and proportionate part of the Rent payable hereunder shall be abated from the date of such taking until ten (10) business days after Tenant has restored same at least to the extent such restoration can be effected using only the award and thereafter the Rent shall be equitably reduced in proportion to the reduction in the then fair market rental value of the Premises after the taking in comparison with the fair market rental value prior to the taking. If the award shall exceed the amount spent or to be spent promptly to effect such restoration, repair or replacement, such excess shall unconditionally belong to Landlord and shall be paid to Landlord.

(e) Allocation of Access if Lease is Terminated. If this Lease is terminated by reason of a taking, then Landlord shall be entitled to receive the entire award in any such condemnation or eminent domain proceedings or purchase in lieu thereof and Tenant hereby assigns to Landlord all of its right, title and interest in and to all and any part of such award, provided, however, Tenant shall be entitled to receive any award specifically made to reimburse Tenant, including any portion allocable or allocated to diminution in the value of Tenant's business.

(f) Temporary Taking. Provided that Tenant is not in Default under this Lease, Tenant shall, subject to the terms and conditions of any Landlord Mortgage, receive the entire award in the event of a

temporary taking of any portion of the Premises. In no event shall there be any reduction in Rent due hereunder as a result of a temporary taking.

(g) Transfers in Lieu of Condemnation. Any conveyance of the Premises or any other portion thereof in lieu of an appropriation or taking for public or quasi public purpose shall be made subject to the terms of this Lease. In the event of such a conveyance, Landlord agrees to reasonably cooperate with Tenant in Tenant's efforts to obtain net proceeds resulting from such a sale that will not be materially less than the award that would be available to Tenant if the Premises were not so transferred. In any event, Landlord will not effect a transfer of any portion of the Premises or any areas subject to Appurtenant Rights controlled by Landlord or any Landlord Mortgagor Party in lieu of condemnation without the prior written consent of Tenant. Landlord shall permit Tenant to participate in all negotiations respecting such matters.

10. TAXES AND ASSESSMENTS

(a) Payment of Taxes. Tenant shall pay promptly and before they become delinquent all taxes, assessments and other impositions generally or specially imposed at any time during the term or any extension of this Lease, upon or against the Premises, including the land and all buildings, furniture, fixtures, equipment and improvements now or later located on the Premises, lawfully assessed either in the name of the Landlord, fee owner or Tenant. Tenant's obligation to pay taxes shall commence to accrue effective as of the Commencement Date. Notwithstanding anything contained in this lease, Tenant shall not be under obligation to pay any part of any franchise, excise, estate inheritance, income or similar tax which is or may be imposed against Landlord or upon the income or profits of Landlord by reason of any law now in force or later enacted. With regard to betterments and special assessments attributable to and levied or assessed against the Premises, the payment of which Tenant is responsible, Landlord and Tenant agree that they shall be paid for over the maximum period allowed by law and the Tenant shall be obligated to pay only those installments which fall due during the term of this Lease and as it may be extended.

(b) Payment Directly. All taxing authorities shall be instructed to send all tax and assessment invoices to Tenant and Tenant shall promptly provide Landlord and any Landlord's Mortgagee with copies of all tax and assessment invoices received by Tenant. Upon request, Tenant shall also provide Landlord and any Landlord's Mortgagee with evidence that such invoices were paid in a timely fashion.

(c) Proration. A prorata adjustment shall be made with respect to the commencement and ending of Tenant's tax liability if the commencement or ending of Tenant's liability does not coincide with the tax year.

(d) Appeals. Tenant, at its sole cost and expense, shall have the right, in its own name or in the name of Landlord, to make and prosecute application(s) for abatement of taxes or appeals for correction of assessments, and Landlord agrees to cooperate fully with Tenant in this regard. Landlord shall promptly provide Tenant with all notices regarding taxes or assessments relating to the Premises, including without limitation any notice of valuation, appraisal or applicable tax rate. Landlord agrees to sign all necessary instruments in connection with such application or appeal and, in addition, appoints Tenant its agent-in-fact for purposes of such signature, which shall be an agency coupled with an interest. Landlord shall not settle any such application or appeal without Tenant's prior written approval in each instance.

11. COMPLIANCE, UTILITIES, SURRENDER

(a) Tenant Obligations. Tenant agrees at all times during the term of the Lease at its own expense to conform to and comply with all laws, ordinances and regulations affecting Tenant's use of the Premises as a restaurant with drive through facility. Tenant agrees to indemnify and hold Landlord harmless from any violation of any law, ordinance, or regulation occasioned by the neglect or omission, or willful act of Tenant or any other person on the Premises by permission or holding under Tenant unless such violation results solely from an act or omission on the part of Landlord and/or Landlord's agents, servants or employees. Tenant shall have the right to contest by appropriate legal proceedings without cost or expense to Landlord, the validity of any law, ordinance, order, rule, regulation or requirements affecting Tenant's use and occupancy of the Premises. If compliance therewith may be legally held in abeyance during such contest without subjecting Landlord to Tenant to any liability whatsoever for failure to so comply, Tenant may postpone compliance until the final determination of any such proceedings.

(b) [INTENTIONALLY DELETED]

12. QUIET ENJOYMENT; NON DISTURBANCE

(a) Covenant of Quiet Enjoyment. The Landlord covenants, warrants and represents that it has full right and power to execute and perform this Lease and to grant the estate desired herein, and covenants that the Tenant shall peaceably and quietly have, hold and enjoy the Premises and all rights, easements, appurtenances and privileges belonging or in anywise appertaining thereto, during the full term of this Lease including any extension thereof and subject to the terms of Paragraph 3.b hereof.

(b) Matters of Record. The Landlord further covenants, warrants and represents that: it owns a fee simple interest in and to the Premises; that the Premises and any areas subject to Appurtenant Rights controlled by any Landlord Mortgagor Party are free of all liens, encumbrances, restrictions and violations except as specifically listed on Exhibit "B" attached hereto. Landlord may not grant any easements respecting the Premises after the Effective Date without the prior written consent of Tenant.

(c) Nondisturbance Agreements. Notwithstanding anything to the contrary in the Lease, the Lease and Tenant's interest therein shall not be subordinate or deemed to be subordinate to any ground lease, or any deed of trust or other security instrument (or to the lien created by any such deed of trust or security instrument) or to any lessor under a lease resulting from a sale-leaseback transaction which first encumbers the Premises or any portion thereof after the Effective Date of this Lease unless and until Landlord delivers to Tenant a so called "subordination, non-disturbance and attornment agreement" ("SNDA") duly executed in recordable form by Landlord, the ground lessor under any such ground lease, the secured party under any such security instrument, the beneficiary under any such deed of trust and/or such lessor in recordable form and otherwise in a form reasonably acceptable to Tenant. Tenant agrees to execute and deliver to landlord the SNDA attached hereto as Exhibit "E" contemporaneously with the execution of the Lease.

(d) Landlord Mortgages. Landlord agrees that no Landlord Mortgage shall encumber, nor shall Landlord permit any Landlord Mortgage to encumber, any Excluded Property nor shall any Excluded Property be subject or subordinate to any Landlord Mortgage and upon the from time to time request of Tenant, Landlord will use its best efforts to cause any Landlord Mortgagee to execute and deliver to Tenant such written confirmations of such exclusion and non-subordination in such from as Tenant may reasonably request. Each Landlord Mortgage shall provide that the Landlord Mortgagee shall provide copies of any notices of default by Landlord under such Landlord Mortgage, and any other notices required to be given under the Landlord Mortgage, to Tenant and each and every Leasehold

Mortgagee at the addresses provided to such Landlord Mortgagee by Tenant and or any such Leasehold Mortgagee.

13. COVENANT NOT TO COMPETE AND SETBACK RESTRICTION

Landlord covenants that it will not, nor will it permit its partners, members, beneficiaries, shareholders or affiliates at any time after Landlord executes this Lease but prior to the Term and at any time during the Term, to lease, use or occupy or permit to be leased, used or occupied as a drive-in or walk-up eating facility any such real property that Landlord or such person or entities own, lease or control which is contiguous to the Premises after the date on which Landlord executes this Lease.

In addition, in the event that after execution of this Lease, Landlord or such person or entities own, lease or control real property that is adjacent to or contiguous with the Premises or the Premises becomes part of a larger parcel, any building(s) or other improvements constructed upon such other land shall be set back 50 feet from the public rights-of-way, provided however that this restriction shall not apply to existing improvements on land owned or controlled by Landlord as of the date of execution of this Lease, or with regard to any improvements existing on land which subsequently comes under Landlord's ownership or control on the date that Landlord acquires such ownership or control.

It is mutually agreed that the covenants set forth above shall run with the land, and shall remain in effect throughout the term of this Lease. Landlord agrees to provide legal descriptions of all property involved and execute recordable documents, if required by Tenant, to effectuate the foregoing. In addition to any and all remedies available to Tenant in the event of a breach of the foregoing covenants by Landlord, Tenant shall be entitled to injunctive and other appropriate relief (without being required to post a bond if otherwise necessary), whether under the provisions of this Lease or otherwise.

14. [INTENTIONALLY DELETED.]

15. DEFAULT

(a) Events of Default. Landlord agrees that Checkers shall have the same rights as Tenant to cure any defaults and Landlord shall simultaneously provide Checkers with copies of all written notices sent to Tenant. If any one or more of the following events occur, said event or events shall hereby be referred to as a "Default":

(i) If Tenant fails to pay Rent or any other charges required under this Lease or, in the event Tenant has arranged for Rent and other charges to be available in an account which Landlord may access for the electronic transfer of funds and such funds are not available for Landlord to access in a timely manner and such failure continues for five (5) business days or more after actual receipt by Tenant of written notice from Landlord. In the event of any such Default, Landlord shall be entitled to interest equal to ten percent (10%) per annum on such amount during the term of any such Default, and any of Tenant's monies deposited with Landlord shall be immediately and irrevocably assigned to Landlord to apply to any obligations of Tenant owed to Landlord, first to Rent and then in any manner Landlord deems necessary.

(ii) If Tenant shall fail to perform or observe any term, condition, covenant, agreement, or obligation required under this Lease and such failure continues for thirty (30) days after actual receipt by Tenant of written notice from Landlord to Tenant and to Checkers (except that such thirty (30) day period shall be automatically extended for such additional period of time as is reasonably necessary to cure such Default, if such Default cannot be cured within such period, provided Tenant is in the process of diligently curing the same).

(iii) If Tenant shall make an assignment for the benefit of creditors or file a petition, in any federal or state court, in bankruptcy or reorganization, or make an application in any such proceedings for the appointment of a trustee or receiver for all or any portion of its property.

(iv) If any petition shall be filed under federal or state law against Tenant in any bankruptcy, reorganization, or insolvency proceedings, and said proceedings shall not be dismissed or vacated within sixty (60) days after such petition is filed.

(v) If a receiver or trustee shall be appointed under federal or state law for Tenant, or for all or any portion of the property of Tenant and such receivership or trusteeship shall not be set aside within sixty (60) days after such appointment.

(b) Landlord Remedies. In the event of Tenant's Default, Landlord shall, in addition to all of its other remedies under this Lease, or permitted in law or equity, have the right to re-enter the Premises, in accordance with applicable law, remove all persons and property therefrom. Upon such Default, Landlord, at its option, may (i) terminate this Lease; or (ii) without terminating this Lease, relet the Premises or any part thereof on such terms and conditions as Landlord deems advisable in its sole discretion; or (iii) recover from Tenant all rent and other monetary sums then due and owing under this Lease, and accelerate and recover from Tenant the present value (discounted at a rate of 6%) of all rent and other monetary sums scheduled to become due and owing under this Lease after the date of such Event of Default for the entire original scheduled Term (or an extension term which has been exercised, as applicable), ~~in excess of the amount that Tenant proves could reasonably be avoided.~~ The proceeds of such reletting shall be applied: (a) first, to the payment of any indebtedness due from Tenant to Landlord other than Annual Rent or additional rent hereunder; (b) second, to the payment of any reasonable costs of such reletting, including, without limitation, the cost of any reasonable alterations and repairs to the Premises, brokerage fees and expenses, advertising expenses, inspection fees and attorneys' fees; (c) third, to the payment of Annual Rent and additional rent due and unpaid hereunder; (d) fourth, to any other damages, costs and expenses incurred by Landlord as a result of Tenant's breach; and (e) the balance, if any, shall be held by Landlord and applied in payment of future Annual Rent and additional rent as the same may become due and payable hereunder. Should the proceeds of such reletting during any month be less than the Monthly Installment of Base Rent or Additional Rent required hereunder, then Tenant shall during such month pay such deficiency to Landlord upon demand. No re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless written notice of such intention is given to Tenant. Landlord shall use commercially reasonable efforts to mitigate its damages.

(c) Tenant Remedies. In the event Landlord shall default in the payment of any sums to be paid by Landlord under this Lease in the performance of any of Landlord's other obligations under this Lease and such default is not cured within thirty (30) days (except in the event of an emergency in which event Landlord shall cure such default in an appropriately shorter time) after Tenant's notice to Landlord (such default and failure to so cure such default in such period being a "Landlord Default"); provided that if such default cannot reasonably be cured within thirty (30) days after such notice from Tenant and Landlord shall have commenced to cure such default within such thirty (30) day period, and thereafter diligently and expeditiously proceed to cure same, such thirty (30) day period shall be extended for so long as it shall require Landlord in the exercise of due diligence), then Tenant, in addition to any other right and remedy available to it, at its option may pay any such sum reasonably necessary to perform the obligation of Landlord which is the subject of such default and charge the same to Landlord. Landlord shall pay to Tenant within five (5) business days of Tenant's request, all costs incurred by Tenant in connection with Tenant's curing of such failure. In addition to the above costs, in the event Tenant does not receive payment from Landlord when due under this subparagraph, then interest at the rate of ten percent (10%) per annum or, if less, the highest rate allowable by law, shall be due and payable with

respect to such payment from the due date thereof until Tenant receives such payment. Pursuit of any remedy by Tenant under this Lease shall not preclude pursuit of any other remedies provided by law or in equity, nor shall pursuit of any remedy constitute an avoidance of the Lease or waiver of any amounts due or coming due to Tenant under this Lease or any damages occurring to Tenant by reason of the violation by Landlord of any of the terms, provisions and covenants of this Lease.

(d) Remedies Cumulative. ~~No remedy herein or otherwise conferred upon or reserved to Landlord or Tenant shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute;~~ and every power and remedy given by this Lease to Landlord or Tenant may be exercised from time to time and as often as occasion may arise or as may be deemed expedient by Landlord or Tenant, as the case may be. No delay or omission of Landlord or Tenant to exercise any right or power arising from any default shall impair any such right or power, nor shall it be construed to be a waiver of any such default or an acquiescence therein.

16. FRANCHISOR RIGHTS

Landlord agrees that in connection with this Lease, Franchisor shall be a third party beneficiary and shall, notwithstanding anything to the contrary in this Lease, have the following rights:

(i) Landlord shall provide notice to Franchisor of any event which constitutes a Default or which, with the passage of time if not cured would constitute a Default by Tenant under the Lease;

(ii) Upon the request of Franchisor, Landlord shall provide Franchisor with copies of sales and other financial information furnished to Landlord by Tenant;

(iii) In the event Tenant fails to timely exercise any option to renew pursuant to and in accordance with Paragraph 3(c), Franchisor shall have the right to assume this Lease and all of Tenant's right, title and interest herein and Tenant may assign this Lease and all of Tenant's right, title and interest herein to Franchisor at any time within fifteen (15) days after the deadline for Tenant to exercise such renewal option in which event, effective upon such assignment, Franchisor is deemed to have extended the Term for the then applicable renewal period as if such renewal option had been timely exercised by Tenant and Tenant shall, upon such assumption, automatically be deemed released from its obligations under this Lease;

(iv) Franchisor shall have the right to enter into the Premises to make modifications to the structure of the building on the Premises to protect its rights to certain trademarks, service marks and Checkers' and/or Rally's trade dress, including the marks "Checkers" and/or "Rally's" (collectively, the "Marks") and/or the trade dress and marks of any other name or restaurant which Tenant is required or permitted to convert to under its Franchise Agreement (and the marks for such names shall be deemed "Marks"), and Landlord relinquishes any lien or other ownership interest, whether by operation of law or otherwise, in and to any property or sign that embodies any of the Marks, in the event of any termination or expiration of Franchise Agreement with Tenant; and

(v) Landlord acknowledges and agrees that Franchisor has no liability or obligation under this Lease unless and until Franchisor assumes this Lease.

17. WAIVER OF SUBROGATION

Notwithstanding anything in this Lease to the contrary, other than Tenant's obligations to repair, restore or rebuild described in Paragraph 6 of this Lease, neither party shall be liable to the other for any damage or destruction of the Premises resulting from fire or other casualty covered by insurance required of either party hereunder, whether or not such loss, damage or destruction of the Premises are caused by or results from the negligence of such party (which term includes such party's officers, employees, agents and invitees), and each party hereby expressly releases the other from all total liability for or on account of any said insured loss, damage or destruction, whether or not the party suffering the loss is insured against such loss, and if insured whether fully or partially. Each party shall procure all endorsements of insurance policies carried by it necessary to protect the other from any right of subrogation and/or liability in the event of such loss.

18. LANDLORD'S LIEN FOR RENTS

Landlord hereby waives any statutory or common law "landlord's lien" as to any Excluded Property and agrees to deliver a confirmation of such waiver from time to time as requested by Tenant in a form reasonably acceptable to Tenant. Notwithstanding any other provision of this Lease to the contrary, Tenant's interest in its personal property or any interest of any person or entity acting by or through Tenant and any interest of Tenant's lenders, banks, mortgagees, leasing companies or similar entities (or the lenders, leasing companies or similar entities of any subtenant of Tenant) in any Excluded Property shall at no time be subordinate to any interest of any of Landlord's lenders, mortgagees, banks, leasing companies or similar entities and Landlord, if so requested by Tenant, Landlord shall obtain from all of its current and future lenders, mortgagees, banks, leasing companies, or other similar entity, a waiver of any security interest in any Excluded Property in a form reasonably acceptable to Tenant and shall deliver or cause to be delivered to Tenant such waiver.

19. ASSIGNMENT AND SUBLETTING

(a) Tenant's Rights. Tenant shall not, without the express written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned, sublease or allow others to use all or any part of the Premises or assign this Lease. Tenant shall not be released from its obligations under this Lease in the event of any such use, sublease or assignment. Any sublease or assignment in violation of this lease shall be null and void.

(b) Tenant's Financing. Tenant shall not, without the express written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned, mortgage or grant a security interest in Tenant's leasehold interest in this Lease, any space leases and any other subleases, under one or more Leasehold Mortgages, and/or to assign this Lease and any subleases as collateral security for such Leasehold Mortgages.

(c) Leasehold Mortgagee's Right to Cure. Concurrent with any notice from Landlord to Tenant of a failure, breach or default by Tenant in the performance or observance of any of the terms, conditions or agreements in this Lease, Landlord shall give written notice thereof to each Leasehold Mortgagee, and each such Leasehold Mortgagee shall have the right (but not the obligation) to cure such default. Landlord shall not take any action with respect to such failure, breach or default for a period of ten (10) days after receipt of such written notice by each Leasehold Mortgagee with respect to any such default capable of being cured by the payment of money and for a period of thirty (30) days after receipt of such written notice by each such Leasehold Mortgagee with respect to any other default (provided that in the case of any default which cannot be cured by the payment of money and cannot with diligence be cured within such thirty (30) day period because of the nature of such default or because any such

Leasehold Mortgagee requires time to obtain possession of the Premises in order to cure the default, if each such Leasehold Mortgagee shall proceed promptly to obtain possession of the Premises, where possession is required, and to cure the same and thereafter shall prosecute the curing of such default with diligence and continuity, then the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence and continuity). Upon the written request of any Leasehold Mortgagee or prospective Leasehold Mortgagee, and for the exclusive benefit of said Leasehold Mortgagee, Landlord will promptly deliver to said Leasehold Mortgagee such form of Landlord's consent and waiver as may be reasonably required to assure such mortgagee that Landlord will comply with this Paragraph 19(c). Landlord shall accept any cure by a Leasehold Mortgagee of a default by Tenant under this Lease as if the same had been performed by Tenant; provided, however, no Leasehold Mortgagee shall be obligated to cure any default by Tenant or any other matter.

20. ESTOPPEL CERTIFICATE

Each party agrees, within ten (10) business days after written request by the other, to execute, acknowledge and deliver to and in favor of any proposed mortgagee or purchaser of the Premises, an estoppel certificate, substantially in the form of Exhibit "C" attached hereto, stating, among other things (i) whether this Lease is in full force and effect, (ii) whether this Lease has been modified or amended and, if so, identifying and describing any such modification or amendment, (iii) the date to which Rent and other charges have been paid, and (iv) whether the party furnishing such certificate knows of any Default on the part of the other party under this Lease, or has any claim against such party and, if so, specifying the nature of such Default or claim.

21. CESSATION OF BUSINESS

Notwithstanding any other provisions to the contrary, Tenant may cease business operations and close said restaurant so long as Tenant continues to pay Rent and other charges hereunder.

22. NOTICES

All notices or other communications required or permitted hereunder shall be in writing and addressed as set forth below and either personally delivered, sent by overnight mail (Federal Express or the like), or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by facsimile. Notice hereunder shall be deemed to have been properly given or served for all purposes and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice if delivered during ordinary business hours; (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility; (iii) if mailed, on the third business day following the date of posting by the United States post office; or (iv) if given by facsimile, when the sender receives a confirmation of receipt generated by the sending facsimile machine, if sent during ordinary business hours of the sender. Any notice, request, demand, direction, or other communication sent by facsimile must be followed by a copy of such communication sent in accordance with either the methods described in subsections (i), (ii) or (iii) above.

If to Landlord: R & R Capital, LLC
 Attn: Randy Rivera
 4370 La Village Drive Ste #850
 San Diego, California 92122
 Fax: 858-200-9431

If to Tenant: Altes, LLC

5901 Broken Sound Parkway, Suite 310
Boca Raton, Florida 33487
Attention: Robert Alrod
Fax: (561) 241-4577

with copy to: Checkers Drive-In Restaurants, Inc.
4300 W. Cypress Street
Suite 600
Tampa, Florida 33607
Attention: Brian Doster, Esq.
Fax: (530) 686-5914

and: Craig Olschansky, Esq.
Thompson Coburn LLP
One US Bank Plaza
Suite 3300
St. Louis, Missouri 63101
Fax: (314) 552-7483

and: Gigi J. Tanghe, Esq.
Gunster Yoakley & Stewart, P.A.
500 East Broward Blvd., Suite 1400
Fort Lauderdale, FL 33394

and: Pentland U.S.A., Inc.
3333 New Hyde Park Road
Suite 200
New Hyde Park, NY 11042
Attention: Nahum G. Shar
Fax: (516) 365-3451

Any of the parties may designate a change of address by Notice to the other parties. Whenever in this Contract the giving of Notice is required, the giving of such Notice may be waived in writing by the person or persons entitled to receive such Notice.

23. INDEMNIFICATION AND HOLD HARMLESS

(a) Tenant Release. Tenant does hereby indemnify and exonerate Landlord against and from all liabilities, losses, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable architects' fees, attorneys' fees, paralegal fees, and legal costs and expenses incurred by Landlord, whether or not judicial proceedings are filed, including any appeal and any bankruptcy proceedings, which may be imposed upon or asserted against or incurred by Landlord as a result of a third party claim by reason of any of the following occurring during the Term (unless and to the extent resulting from the negligence or willful misconduct of Landlord or its employees):

(i) any work or thing done in respect of construction of, in or to the Premises or any part of the improvements now or hereafter constructed on the Premises;

(ii) any use, possession, occupation, operation, maintenance or management of the Premises or any part hereof by or through Tenant or Tenant's employees, agents or invitees;

(iii) any failure to, or to properly, use, possess, occupy, operate, maintain or manage the Premises or any part thereof by or through Tenant or Tenant's employees, agents or invitees;

(iv) any negligence on the part of Tenant or any of its agents, contractors, servants, employees, licensees or invitees;

(v) any accident, injury or damage to any person or property occurring in, on or about the Premises or any part thereof including any sidewalk adjacent thereto; and

(vi) any failure on the part of Tenant to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease which Tenant is to perform or with which it is to comply.

(b) Tenant Indemnity. Tenant agrees to hold Landlord harmless against any and all claims, damages, accidents and injuries to persons or property caused by or resulting from or in connection with anything in or pertaining to or upon the Premises during the term of this Lease or while Tenant is occupying the Premises, except if such claim, damage, accident or injury shall be caused by the negligence of Landlord or its agents or unless such claim arises under the provisions of Paragraph 8 which shall be exclusively governed thereby. Landlord shall not be liable to Tenant, Tenant's employees, agents, invitees, licensees or any other person whomsoever for any injury to person or damage to property on or about the Premises caused by the negligence or misconduct of Tenant, its agents, servants or employees or of any other person entering the building under expressed or implied invitation by Tenant or due to any other cause whatsoever except for Landlord's obligations provided in Paragraph 8, unless caused by the negligence or neglect of Landlord, its employees or its authorized representatives. However, Tenant shall not be liable to Landlord for consequential or incidental damages except as provided in Paragraph 8.

(c) Limitations on Tenant Liability. Except as provided in Paragraph 8, notwithstanding anything to the contrary in this Lease, Tenant shall not be liable to Landlord for consequential or incidental damages incurred by Landlord. Any indemnification obligations respecting Contamination or Corrective Action is governed exclusively by Paragraph 8.

(d) Landlord Indemnity. Other than as set forth in Section 23 (a), above (which section shall control in the event of a conflict with this Section 23 (d)), Landlord agrees to hold Tenant harmless against any and all claims, damages, accidents and injuries to persons or property caused by or resulting from or in connection with anything in or pertaining to or upon the Premises or any adjacent property owned or leased by Landlord during the term of this Lease or while Tenant is occupying the Premises, except if such claim, damage, accident or injury shall be caused by the negligence of Tenant or its agents or unless such claim arises under the provisions of Paragraph 8 which shall be exclusively governed thereby. Tenant shall not be liable to Landlord, Landlord's employees, agents, invitees, licensees or any other person whomsoever for any injury to person or damage to property on or about the Premises caused by the negligence or misconduct of Landlord, its agents, servants or employees or of any other person entering the building under expressed or implied invitation by Tenant or due to any other cause whatsoever except for Landlord's obligations provided in Paragraph 8, unless caused by the negligence or neglect of Tenant, its employees or its authorized representatives. However, Tenant shall not be liable to Landlord for consequential or incidental damages except as provided in Paragraph 8.

(e) Limitations on Landlord Liability. Except as provided in Paragraph 8, notwithstanding anything to the contrary in this Lease, Landlord shall not be liable to Tenant for consequential or incidental damages incurred by Tenant. Any indemnification obligations respecting Contamination or Corrective Action is governed exclusively by Paragraph 8.

24. COOPERATION

(a) By Landlord. Landlord shall fully cooperate with Tenant throughout the term of this Lease to secure or maintain proper zoning, building and other Permits and compliance with all applicable laws. Landlord shall execute any petitions, requests, applications and the like as Tenant shall reasonably request in order to obtain any Permits, license, variances and approvals which, in the reasonable judgment of Tenant, are necessary for the lawful construction and/or operation of Tenant's business on the Premises. If any governmental authority, as a condition to the issuance of any Permits, shall require compliance with any laws, ordinances or regulations pertaining to the division or subdivision of lands, including but not limited to the preparation and filing of any division map, subdivision map, parcel map or similar map or plat, Landlord agrees to assume responsibility therefor, to promptly initiate and diligently pursue to completion compliance with such requirements, and pay all costs in connection with the compliance with such requirements. If Rent has commenced and Tenant is unable to conduct its business operations on the Premises due to the Landlord's failure to comply with such laws, ordinances or regulations, then Rent will abate for the period of time Tenant is unable to conduct business operations on the Premises.

(b) By Tenant. Landlord shall have the right, in Landlord's sole discretion, to enter into an exchange agreement with a qualified intermediary in order to effectuate a like-kind exchange of the Premises for one or more other properties. Landlord and Tenant agree that Tenant, at no cost to Tenant, shall cooperate with Landlord in effecting a like-kind exchange of the Premises by Landlord pursuant to and in accordance with the provisions of Section 1031 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.

25. FINANCIAL INFORMATION

Within 60 days after the end of each fiscal quarter and within 120 days after the end of each fiscal year of Tenant, Tenant shall deliver to Landlord and Lender a profit and loss statement of Tenant and its affiliate entity, Setla, LLC, for the fiscal period then ended. Said profit and loss statements shall be prepared in accordance with GAAP from period to period, and shall be certified to be accurate and complete by Tenant (or the Treasurer or other appropriate officer of Tenant) but need not be audited by an independent accountant.

26. LIABILITIES

The term "Landlord" as used in this Lease means the owner from time to time of the Premises. Neither Landlord nor Tenant nor any partner, shareholder or beneficiary thereof shall have any personal liability with respect to any of the provisions of this Lease.

27. SUCCESSORS

The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and permitted assigns.

28. ENTIRE AGREEMENT/MEMORANDUM OF LEASE

This Lease and all exhibits hereto contain the entire agreement between the parties hereto and may not be modified in any manner other than in writing signed by the parties hereto or their successors in interest. A memorandum of this Lease in substantially the form attached hereto as Exhibit "D" shall be

executed by the parties and shall be recorded in the official records of the county where the Premises are located.

29. GENDER

Whenever the context hereof permits or requires, words in the singular may be regarded as in the plural and vice-versa, and personal pronouns may be read as masculine, feminine and neuter.

30. BROKERAGE FEES

It is understood and agreed that neither party has incurred any real estate brokerage fees or commissions arising out of this Lease and each party agrees to hold the other harmless from and against all such fees and commissions incurred, and costs related thereto including legal fees, as a result of its own conduct or alleged conduct.

31. CAPTIONS

The captions of this Lease are for convenience only, and do not in any way define, limit, disclose, or amplify terms or provisions of this Lease or the scope or intent thereof.

32. NOT A SECURITY ARRANGEMENT

The parties hereto agree and acknowledge that this transaction is not intended as a security arrangement or financing secured by real property, but shall be construed for all purposes as a true lease.

33. NET LEASE

It is the intention of the parties hereto that, except where provided under this Lease for Landlord to incur expenses and/or costs, this Lease is and shall be treated as a triple net lease.

34. WAIVER

No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant or Landlord, as the case may be, of the same or any other provision. Landlord's consent to, or approval of, any act as required hereunder shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any such subsequent act by Tenant. The acceptance of Rent hereunder by Landlord shall not be a waiver of any preceding Default by Tenant of any provision hereof, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.

35. FORCE MAJEURE

In the event that Landlord or Tenant are delayed or prevented from performing any of their respective obligations during the Term because of strikes, lockouts, labor troubles, inability to procure materials, failure of power, governmental restrictions, casualty or reasons of a like nature not the fault of the party delayed in the performance of such obligation, then the period of such delays shall be deemed added to the time herein provided for the performance of any such obligation and the defaulting party shall not be liable for losses or damages caused by such delays; provided, however, that this Paragraph 35 shall not apply to the payment of any rent required to be paid by Tenant hereunder.

36. GOVERNING LAW

This Lease shall be construed in accordance with the laws of the state in which the Premises are located.

37. LANDLORD REPRESENTATIONS

Notwithstanding the foregoing, Landlord hereby represents and warrants to Tenant as follows:

(a) No joinder or approval is required with respect to Landlord's right and authority to enter into this Lease;

(b) Landlord has all requisite power and authority to enter into and perform this Lease and the person executing this Lease on behalf of Landlord has due authority to execute this Lease on behalf of Landlord;

(c) Neither the execution by Landlord of this Lease nor the performance by Landlord of the terms hereof will conflict with or violate any other agreement or instrument or any writ, order or decree to which Landlord is a party or to which Landlord is bound; and

(d) As of the Effective Date on which Landlord executes this Sublease, Landlord has not received any notice that the Premises or any portion thereof are not in compliance with all applicable federal, state and local laws (including environmental laws), ordinances and codes.

38. REPRESENTATIONS AND WARRANTIES OF LESSEE

The representations and warranties of Tenant contained in this Section are being made to induce Landlord to enter into this Lease and Landlord has relied, and will continue to rely, upon such representations and warranties. Tenant represents and warrants to Landlord as of the Effective Date as follows:

(a) Organization, Authority and Status. (i) The Tenant is duly organized or formed, validly existing and in good standing under the laws of its incorporation or formation. Tenant is qualified as a foreign corporation, partnership or limited liability company, as applicable, to do business in the state where the Premises is located. All necessary action has been taken to authorize the execution, delivery and performance by Tenant of this Lease and of the other documents, instruments and agreements provided for herein. Tenant is not a "foreign corporation," "foreign partnership," "foreign trust," "foreign limited liability company" or "foreign estate," as those terms are defined in the Internal Revenue Code and the regulations promulgated thereunder. Tenant's U.S. Federal Tax Identification number, Organization Identification number and principal place of business are correctly set forth on the signature page of this Lease. The person(s) who have executed this Lease on behalf of Tenant are duly authorized to do so. Tenant, and no individual or entity owning directly or indirectly any interest in the Tenant, is an individual or entity whose property or interests are subject to being blocked under any of the OFAC Laws and Regulations; provided, however, the representation contained in this sentence shall not apply to any Person to the extent such Person's interest is in or through a U.S. Publicly Traded Entity.

(b) Enforceability. Upon execution by Tenant, this Lease shall constitute the legal, valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, liquidation, reorganization and other laws affecting the rights of creditors generally and general principles of equity.

(c) Litigation. There are no suits, actions, proceedings or investigations pending, or, to the best of its knowledge, threatened against or involving the Tenant or the Premises before any arbitrator or Government Authority, except for such suits, actions, proceedings or investigations, which, individually or in the aggregate, have not had, and would not reasonably be expected to result in, a material adverse effect.

(d) Absence of Breaches or Defaults. Tenant is not, and the authorization, execution, delivery and performance of this Lease and the documents, instruments and agreements provided for herein will not result in, any breach or default under any document, instrument or agreement to which the Tenant is a party or by which the Tenant, the Premises or any of the property of the Tenant is subject or bound, except for such breaches or defaults which, individually or in the aggregate, have not had, and would not reasonably be expected to result in, a material adverse effect. To Tenant's actual knowledge, the authorization, execution, delivery and performance of this Lease and the documents, instruments, and agreements provided for herein will not violate any applicable law, statute, regulation, rule, ordinance, code, rule or order. The Premises is not subject to any right of first refusal, right of first option or offer to purchase or lease granted to a third party. Tenant has not assigned, transferred, mortgaged, hypothecated or otherwise encumbered this Lease or any rights hereunder or interest herein.

39. SEVERABILITY

If any provision of this Lease becomes unenforceable for any reason, such unenforceability shall not limit or impair the operation or validity of any other provision of this Lease.

40. JURISDICTION, VENUE, AND GOVERNING LAW

If any party to this Lease institutes any lawsuit or other action or proceeding against the other party and pertaining to this Lease, any right or obligation of any party hereunder, breach of this Lease or otherwise pertaining to the Premises, ~~the sole and exclusive venue and jurisdiction for filing and maintaining any such lawsuit or other action or proceeding shall be in the jurisdiction where the Premises is located,~~ and the parties to this Lease waive the right to institute or maintain any such suit, action or proceeding in any other courts or forums whatsoever. Each party by executing this Lease consents and submits itself to the personal jurisdiction of such court. This Lease shall be construed and governed in accordance with the laws of the state where the Premises is located without regard to conflict of law principles.

41. SIGNAGE

Tenant may erect and/or install such signage on or about the Premises as it deems necessary or appropriate so long as all such signage complies with all applicable laws.

42. INTENTIONALLY DELETED.

43. FRANCHISE AGREEMENT

Tenant shall maintain the Franchise Agreement in full force and effect. No event shall occur not shall any condition exist which, with the giving of notice or lapse of time or both, would constitute a breach or default under the Franchise Agreement. Tenant shall give prompt notice to Landlord of any claim of default by or to Tenant under the Franchise Agreement and shall provide Landlord with a copy of any default notice given or received by Tenant under the Franchise Agreement and any information submitted or referenced in support of such claim of default. Tenant shall also give prompt notice to Landlord of any extensions or renewals of the Franchise Agreement and the expiration or termination of the Franchise Agreement.

44. [INTENTIONALLY DELETED.]

45. PREVAILING PARTY. ~~In the event of a dispute between the parties resulting in litigation, the prevailing party shall have the right to recover its reasonable attorneys' fees and expenses from the non-prevailing party.~~

46. AMENDMENTS. None of the covenants, terms or conditions of this Lease to be kept and performed by Landlord or Tenant shall in any manner be waived, modified, changed or abandoned except by a written instrument, duly signed and acknowledged by Landlord and Tenant.

47. COUNTERPARTS. This Lease may be executed in one or more counterparts, with signatures to one being deemed signatures to each such counterpart, each of which shall be deemed one and the same instrument. The parties agree that signature pages sent by facsimile shall be deemed originals.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Lease Agreement to be effective on the day and date first above written.

THIS LEASE CONTAINS ARBITRATION PROVISIONS WHICH ARE ENFORCEABLE AND BINDING ON THE PARTIES.

"LANDLORD"

R&R Capitol LLC,
a Nevada limited liability company

By: *[Signature]*
Name: Candy Rivera
Title: Managing Member

"TENANT"

Altes, LLC, a Delaware limited liability company

By: 

Leonard Levitsky, Manager

Federal Tax ID number: 94-3346927

EXHIBITS ATTACHED

Exhibit "A" – Legal Description

Exhibit "B" – Matters of Record

Exhibit "C" – Estoppel Certificate

Exhibit "D" – Memorandum of Lease

Exhibit "E" - SNDA

EXHIBIT "A" TO LEASE AGREEMENT

LEGAL DESCRIPTION OF THE PREMISES

Parcel "1" of Paddock Hills Plaza, a subdivision in St. Louis County, Missouri, according to the recorded plat thereof, being more particularly described as follows:

Parcel 1 – Paddock Hills Plaza, Plat Book 271, Page 12

A tract of land in Block 43 and 44 of St. Ferdinand Commons, Township 46 North, Range 7 East of the Fifth Principal Meridian in St. Louis County, Missouri, and being more particularly described as:

Commencing at the intersection of the Southeast line of Lindbergh Boulevard (Highway 140) 90 feet wide, with the Northeast line of a tract conveyed to Shell Oil Company by Deeds recorded in Book 6311 Page 864 and Book 6314 Page 230 of the St. Louis County Records; thence along said Northeast line South 34 degrees 38 minutes East 10.00 feet to a point; thence along the Southeast line of a 10 foot wide dedicated strip, parallel and adjacent to the Southeast line of Lindbergh Boulevard (90 feet wide) North 55 degrees 22 minutes East 286.83 feet to the true point of beginning; thence continuing along the Southeast line of said dedicated strip North 55 degrees 22 minutes East 105.00 feet to a point; thence South 79 degrees 38 minutes East 19.80 feet; thence South 34 degrees 38 minutes East 43.00 feet; thence North 55 degrees 22 minutes East 11.00 feet; thence South 34 degrees 38 minutes East 120.96 feet; thence South 55 degrees 22 minutes West 130.00 feet; thence North 34 degrees 38 minutes West 177.96 feet to the true point of beginning.

EXHIBIT "B" TO LEASE AGREEMENT

TITLE MATTERS

1. All assessments and taxes for the year 2007 and all subsequent years for the County of St. Louis and for the City of Florissant, none now due and payable.
2. Building lines, easements, covenants and restrictions established by the plat recorded in Plat Book 271 page 12.
3. Easement granted to Laclede Gas Company by the instrument recorded in Book 4528 page 473, Book 4805 Page 523, Book 5379 Page 528 and in Book 5816 Page 150.
4. Parking Easement agreement for ingress and egress and parking, according to instrument recorded in Book 6493 Page 1857 and amended in Book 9040 Page 99 and Book 15091 Page 2301.
5. Terms and provisions of Cross Access Agreement, according to the instrument recorded September 19, 1991 in Book 9090 Page 1963.
6. Sewer assessments, none now due and payable.

EXHIBIT "C" TO LEASE AGREEMENT

ESTOPPEL CERTIFICATE

The undersigned with respect to the premises at _____ as more particularly described in Exhibit "A" attached hereto and made a part hereof by this reference (the "Premises"), certifies and affirms the following to _____ [[("Tenant")]] [[("Landlord")]] and to _____ [[("Mortgagee")]] [[("Purchaser")]]:

1. Tenant leases the Premises from Landlord under that certain Lease dated _____, attached hereto and made a part hereof by this reference (the "Lease").
2. Rental under this Lease has been paid through _____, 20____. No rent has been paid more than thirty (30) days in advance, except as described in the preceding sentence. The monthly base rental amount is \$ _____.
3. The term of the Lease is _____ through _____, a period of _____ years. Tenant has _____ options to extend the Lease for _____ years each, for a total term including all options through _____ as set forth in the Lease.
4. Landlord holds \$ _____ as security deposit pursuant to the Lease and any amendments thereof.
5. Tenant, to the best of the undersigned's knowledge and belief with out any independent investigation, is not in default under any term of the Lease.
6. Landlord, to the best of the undersigned's knowledge and belief with out any independent investigation, is not in default under any terms of the Lease.
7. The Lease is in full force and effect and there have been no modifications or amendments unless attached hereto.

This Certificate may be relied upon by [[Purchaser]] [[Mortgagee]], who intends to [[purchase the Premises] [and the Lease from Landlord], and by any mortgage lender of the Purchaser] [[provide secured [lease] [loan] financing to [Landlord] [Tenant]]].

Dated this _____ day of _____, 200____
[[Landlord]] [[Tenant]]: _____
By: _____
Title: _____

EXHIBIT "D" TO LEASE AGREEMENT

MEMORANDUM OF LEASE

REQUESTED BY:

AFTER RECORDATION RETURN TO:

_____, _____
Attn: _____
RETURN BY: MAIL (X) PICK UP ()
_____/_____, _____ County, _____

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made as of _____, by and between _____, a _____ with its principal office and place of business at _____ ("Landlord"), and _____, a Delaware limited liability company, with a mailing address of 5901 Broken Sound Parkway, Suite 310, Boca Raton, Florida 33487 ("Tenant").

In consideration of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration paid by Tenant to Landlord and the mutual covenants contained in that certain Lease Agreement between the parties hereto dated on even date herewith (hereinafter called the "Lease"), Landlord has leased and does hereby lease to Tenant, and Tenant has leased and does hereby lease from Landlord, upon the terms and conditions set forth in said Lease, the real property more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Premises").

The term of the Lease is _____ () years commencing on _____ and ending on _____; provided, however, that said Lease provides for options to renew for four (4) five-year terms. Tenant shall not allow any mechanic's lien or similar type of lien to be filed against the Premises.

[Signatures on Next Page]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of Lease to be executed
as of the date first above written.

"LANDLORD"

By: _____

"TENANT"

ALTES, LLC

By: _____

EXHIBIT "E" TO LEASE AGREEMENT

SNDA

WHEN RECORDED MAIL TO:

[Insert Lender's address.]

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Nondisturbance and Attornment Agreement (the "Agreement") is dated as of _____, 2007, between _____, a _____ (hereinafter referred to as the ("Lender"), its successors and assigns, having an address at _____ and _____ (the "Tenant") having its principal office at _____.

RECITALS

Tenant is the tenant under a certain Lease (the "Lease"), dated _____, of premises described in the Lease (the "Premises") located in _____, and constituting a portion of the real property more particularly described in Exhibit A attached hereto and made a part hereof (being hereinafter referred to as the "Property"). _____ ("Landlord") is the current landlord under the Lease or, as a result of the acquisition of the Property, will become the current landlord under the Lease. This Agreement is being entered into in connection with a mortgage loan (the "Loan") being made by Lender to Landlord, to be secured inter alia, by: (a) a first deed of trust on the Property (the "Security Instrument") to be recorded in the real estate records of _____, _____ (the "Official Records"); and (b) a first assignment of leases and rents on the Property (the "Assignment of Leases and Rents") to be recorded in the Official Records. The Security Instrument and the Assignment of Leases and Rents are hereinafter collectively referred to as the "Security Documents".

AGREEMENT

For mutual consideration, including the mutual covenants and agreements set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Tenant agrees that the Lease is and shall be subject and subordinate to the Security Documents and to all present and future advances under the obligations secured thereby

and all renewals, amendments, modifications, consolidations, replacements and extensions of the secured obligations and the Security Documents, to the full extent of all amounts secured by the Security Documents from time to time. Said subordination is to have the same force and effect as if the Security Documents and such renewals, modifications, consolidations, replacements and extensions thereof had been executed, acknowledged, delivered and recorded prior to the Lease, any amendments or modifications thereof and any notice thereof.

2. Tenant agrees that, in the event of a foreclosure of the Security Instrument by Lender or the acceptance of a deed in lieu of foreclosure by Lender or any other succession of Lender to fee ownership, Tenant shall attorn to and recognize Lender as its landlord under the Lease for the remainder of the term of the Lease (including all extension periods which have been or are hereafter exercised) upon the same terms and conditions as are set forth in the Lease, and Tenant hereby agrees to pay and perform in favor of Lender all of the obligations of Tenant under the Lease as if Lender were the original lessor under the Lease.
3. In the event that Lender succeeds to the interest of Landlord under the Lease, Lender and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease for the balance of the term of the Lease, and so long as Tenant complies with and performs its obligations under the Lease, Lender shall not disturb Tenant's possession of the leased premises.
4. Tenant agrees that, in the event Lender succeeds to the interest of Landlord under the Lease, Lender shall not be:
 - (a) liable for any act or omission of any prior Landlord (including, without limitation, the then defaulting Landlord), or
 - (b) subject to any defense or offsets which Tenant may have against any prior Landlord (including, without limitation, the then defaulting Landlord), or
 - (c) bound by any payment of rent or additional rent which Tenant might have paid for more than one (1) month in advance of the due date under the Lease to any prior Landlord (including, without limitation, the then defaulting Landlord), or
 - (d) bound by any obligation to make any payment to Tenant which was required to be made prior to the time Lender succeeded to any prior Landlord's interest, or
 - (e) accountable for any monies deposited with any prior Landlord (including security deposits), except to the extent such monies are actually received by Lender in segregated cash amounts identified to Lender in writing as such at the time received, or
 - (f) bound by any termination, amendment or modification of the Lease made without the consent of Lender; or
 - (g) obligated to complete any improvements or construction on the Property or to pay or reimburse Tenant for any tenant improvement allowance or construction allowance; or

- (h) be required after a fire, casualty or condemnation of the Property or Premises to repair or rebuild the same to the extent that such repair or rebuilding requires funds in excess of the insurance or condemnation proceeds specifically allocable to the Premises and arising out of such fire, casualty or condemnation which have actually been received by Lender, and then only to the extent required by the terms of the Lease; or
 - (i) be responsible to provide any additional space at the Property or elsewhere for which Tenant has any option or right under the Lease, or otherwise, unless Lender at its option elects to provide the same, and Tenant hereby releases Lender from any obligation to provide the same, and agrees that Tenant shall have no right to cancel the Lease and shall possess no right to any claim against Lender as a result of the failure to provide any such additional space; or
 - (j) be liable for or incur any obligation with respect to any representations or warranties of any nature set forth in the Lease or otherwise, including, but not limited to, representations or warranties relating to any latent or patent defects in construction with respect to the Property or the Premises, Landlord's title or compliance of the Property or Premises with applicable environmental, building, zoning or other laws, including, but not limited to, the Americans with Disabilities Act and any regulations pursuant thereto.
5. Tenant covenants and acknowledges that it has no right or option of any nature whatsoever, whether pursuant to the Lease or otherwise, to purchase the Property or the real property of which the Property is a part, or any portion thereof or any interest therein and to the extent that Tenant has had, or hereafter acquires any such right or option, the same is hereby acknowledged to be subject and subordinate to the Security Instrument and is hereby waived and released as against Lender.
6. Anything herein or in the Lease to the contrary notwithstanding, in the event that Lender shall acquire title to the Property, Lender shall have no obligation, nor incur any liability, beyond Lender's then interest in the Property, and Tenant shall look exclusively to such interest of Lender in the Property for the payment and discharge of any obligations imposed upon Lender hereunder or under the Lease, or otherwise, subject to the limitation of Lender's obligations provided for in Paragraph 4 above.
7. [Intentionally Omitted]
8. Tenant hereby agrees to give to Lender copies of all notices of Landlord default(s) under the Lease in the same manner as, and whenever, Tenant shall give any such notice of default to Landlord, and no such notice of default shall be deemed given to Landlord unless and until a copy of such notice shall have been so delivered to Lender. Lender shall have the right to remedy any Landlord default under the Lease, or to cause any default of Landlord under the Lease to be remedied, and for such purpose Tenant hereby grants Lender such additional period of time as may be reasonable to enable Lender to remedy, or cause to be remedied, any such default in addition to the period given to Landlord for remedying, or causing to be remedied, any such default. Tenant shall accept performance by Lender of any term, covenant, condition or agreement to be performed by Landlord under the Lease with the same force and effect as though performed by Landlord. No Landlord default under the Lease shall exist or shall be deemed to exist (i) as long as Lender, in good faith, shall have commenced to cure such default within the

above referenced time period and shall be prosecuting the same to completion with reasonable diligence, subject to force majeure, or (ii) if possession of the Premises is required in order to cure such default, or if such default is not susceptible of being cured by Lender, as long as Lender, in good faith, shall have notified Tenant that Lender intends to institute proceedings under the Security Documents, and, thereafter, as long as such proceedings shall have been instituted and shall be prosecuted with reasonable diligence. The Lease shall not be assigned (except in the event of an assignment that is permitted in the Lease without Landlord's consent) by Tenant, modified, amended or terminated (except in the event of a termination that is permitted in the Lease without Landlord's consent) without Lender's prior written consent in each instance. Neither Lender nor its designee or nominee shall become liable under the Lease unless and until Lender or its designee or nominee becomes, and then only with respect to periods in which Lender or its designee or nominee becomes, the fee owner of the Premises. Lender shall have the right, without Tenant's consent, to foreclose the Security Instrument or to accept a deed in lieu of foreclosure of the Security Instrument or to exercise any other remedies under the Security Documents.

9. Tenant has no knowledge of any prior assignment or pledge of the rents accruing under the Lease by Landlord. Tenant hereby consents to that certain Assignment of Leases and Rents from Landlord to Lender executed in connection with the Loan. Tenant acknowledges that the interest of the Landlord under the Lease is to be assigned to Lender solely as security for the purposes specified in said assignments, and Lender shall have no duty, liability or obligation whatsoever under the Lease or any extension or renewal thereof, either by virtue of said assignments or by any subsequent receipt or collection of rents thereunder, unless Lender shall specifically undertake such liability in writing. Tenant agrees that upon receipt of a written notice from Lender of a default by Landlord under the Loan, Tenant will thereafter, if requested by Lender, pay rent to Lender in accordance with the terms of the Lease.
10. If Tenant is a corporation, each individual executing this Agreement on behalf of said corporation represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the by-laws of said corporation, and that this Agreement is binding upon said corporation in accordance with its terms. If Tenant is a partnership or limited liability company, each individual executing this Agreement on behalf of said partnership or limited liability company, as the case may be, represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said partnership or limited liability company, as the case may be, in accordance with the partnership agreement or operating agreement for said entity.
11. Any notice, election, communication, request or other document or demand required or permitted under this Agreement shall be in writing and shall be deemed delivered on the earlier to occur of (a) receipt, or (b) the date of delivery, refusal or nondelivery indicated on the return receipt, if deposited in a United States Postal Service Depository, postage prepaid, sent certified or registered mail, return receipt requested, or if sent via a recognized commercial courier service providing for a receipt, addressed to Tenant or Lender, as the case may be, at the following addresses:

Lender:

With a copy to:

Tenant:

12. The term "Lender" as used herein includes any successor or assign of the named Lender herein, including without limitation, any co-lender at the time of making the Loan, any purchaser at a foreclosure sale and any transferee pursuant to a deed in lieu of foreclosure, and their successors and assigns, and the terms "Tenant" and "Landlord" as used herein include any successor and assign of the named Tenant and Landlord herein, respectively; provided, however, that such reference to Tenant's or Landlord's successors and assigns shall not be construed as Lender's consent to any assignment or other transfer by Tenant or Landlord.
13. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect, and shall be liberally construed in favor of Lender.
14. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing executed by the party against which enforcement of the termination, amendment, supplement, waiver or modification is sought.
15. Tenant shall pay any early termination payment or fee contemplated under the Lease directly to the Lender, and any such early termination payment or fee is hereby assigned to Lender.

The remainder of this page is left blank. The signature page(s) follow.

This Agreement shall be construed in accordance with the laws of the state in which the Property is located.

Witness the execution hereof under seal as of the date first above written.

TENANT:

By: _____
Name: _____
Title: _____

STATE OF _____

§

COUNTY OF _____

§

§

This instrument was ACKNOWLEDGED before me on _____, 2006 by
_____, the _____ of
_____, a _____, on behalf of said
_____.

[S E A L]

My Commission Expires:

Notary Public, State _____

Printed Name of Notary Public

LENDER:

By: _____
Name: _____
Title: _____

STATE OF _____

§

COUNTY OF _____

§

§

This instrument was ACKNOWLEDGED before me on _____, 2006 by
_____, the _____ of
_____, a banking association chartered under the laws of the United
States of America, on behalf of said banking association.

[S E A L]

My Commission Expires:

Notary Public, State of _____

Printed Name of Notary Public

ACKNOWLEDGED:

LANDLORD:

By: _____
Name: _____
Title: _____

STATE OF _____

§
§
§

COUNTY OF _____

This instrument was ACKNOWLEDGED before me on _____, 2006 by
_____ the _____ of
_____, a banking association chartered under the laws of the United
States of America, on behalf of said banking association.

[SEAL]

My Commission Expires:

Notary Public, State of _____

Printed Name of Notary Public

EXHIBIT A TO SUBORDINATION, NONDISTURBANCE AND ATTORNMENT
AGREEMENT

Legal Description

Parcel "1" of Paddock Hills Plaza, a subdivision in St. Louis County, Missouri, according to the recorded plat thereof, being more particularly described as follows:

Parcel 1 – Paddock Hills Plaza, Plat Book 271, Page 12

A tract of land in Block 43 and 44 of St. Ferdinand Commons, Township 46 North, Range 7 East of the Fifth Principal Meridian in St. Louis County, Missouri, and being more particularly described as:

Commencing at the intersection of the Southeast line of Lindbergh Boulevard (Highway 140) 90 feet wide, with the Northeast line of a tract conveyed to Shell Oil Company by Deeds recorded in Book 6311 Page 864 and Book 6314 Page 230 of the St. Louis County Records; thence along said Northeast line South 34 degrees 38 minutes East 10.00 feet to a point; thence along the Southeast line of a 10 foot wide dedicated strip, parallel and adjacent to the Southeast line of Lindbergh Boulevard (90 feet wide) North 55 degrees 22 minutes East 286.83 feet to the true point of beginning; thence continuing along the Southeast line of said dedicated strip North 55 degrees 22 minutes East 105.00 feet to a point; thence South 79 degrees 38 minutes East 19.80 feet; thence South 34 degrees 38 minutes East 43.00 feet; thence North 55 degrees 22 minutes East 11.00 feet; thence South 34 degrees 38 minutes East 120.96 feet; thence South 55 degrees 22 minutes West 130.00 feet; thence North 34 degrees 38 minutes West 177.96 feet to the true point of beginning.

John J. Hall

jhall@lewisrice.com
314.444.7635 (direct)
314.612.7635 (fax)

LEWIS RICE

F I N G E R S H L.C.

Attorneys at Law

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Suite 2000
St. Louis, Missouri 63102-2147
www.lewisrice.com

December 9, 2009

VIA FEDERAL EXPRESS

Alset Owners, LLC, et al.
c/o BMC Group, Claims Processing
18750 Lake Drive East
Chanhassen, MN 55317

**RE: Altes, LLC
Bankruptcy Case No. 09-11961**

Dear Sir or Madam:

Please find enclosed an original and one copy of 2182 North Highway 67 LLC's Proof of Claim with regard to the above matter. Kindly file the original Claim and return an acknowledgment copy to the undersigned in the enclosed, self addressed, stamped envelope.

Thank you for your attention to this matter and if you have any questions concerning the same, please do not hesitate to contact me.

Very truly yours,



John J. Hall

ENCLOSURES

Celebrating 100 years

1909-2009