

EXHIBIT "E"

FOURTH AMENDMENT TO COMMERCIAL LEASE

THIS FOURTH AMENDMENT TO COMMERCIAL LEASE (this "Fourth Amendment") is made and effective this 6th day of July, 2009 (the "Effective Date"), by and between Triple R Associates, Ltd., a Florida limited partnership, with its principal office and place of business at 6300 NE 1st Avenue, Suite 300, Fort Lauderdale, Florida 33334 ("Landlord"), and Checkers Drive-In Restaurants, Inc., a Delaware corporation, with its principal office and place of business at 4300 West Cypress Street, Suite 600, Tampa, Florida 33607 ("Assignee").

WITNESSETH:

WHEREAS, Landlord and Setla, L.L.C., a Delaware limited liability company ("Initial Tenant") entered into that certain Commercial Lease dated October 15, 2001, as amended by Amendment to Commercial Lease dated February 7, 2002, as amended by Second Amendment to Commercial Lease dated March 26, 2002, as further amended by Third Amendment to Commercial Lease dated June 11, 2004 (collectively, the "Lease") for leasing by Landlord to Initial Tenant of the property described therein (the "Premises") at the rent stated therein and on the terms and conditions set forth in the Lease; and

WHEREAS, under the terms of the Lease, Landlord leased and demised certain properties situated in the State of Ohio to Initial Tenant; and

WHEREAS, Initial Tenant desires to contemporaneously assume the Lease and assign the Lease from Initial Tenant to Assignee, which Lease shall then be modified pursuant to this Fourth Amendment, pursuant to an order of the Bankruptcy Court (as defined below), approving the assumption of the Lease by Initial Tenant and the assignment of the Lease, as amended by this Fourth Amendment, to Assignee (collectively, the "Order") in the bankruptcy proceeding commenced on June 5, 2009 (the "Petition Date") in the U.S. Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), Case No. 09-11960 (BLS) (Jointly Administered); and

WHEREAS, Initial Tenant desires to assign to Assignee, and Assignee desires to assume, all of Initial Tenant's rights, interests, obligations, responsibilities and liabilities under the Lease, as amended hereby (the "Assignment"), pursuant to the Asset Purchase Agreement by and among Checkerco, Inc., Asset Owners, LLC, Initial Tenant, Altes, LLC and Checkers Michigan, LLC, dated as of June 5, 2009 (as amended from time to time, the "Asset Purchase Agreement"; and

WHEREAS, Landlord has agreed to consent to the Assignment pursuant to this Fourth Amendment, which consent shall be effective upon the Approved Date (as defined herein); and

WHEREAS, the parties hereto mutually desire that this Fourth Amendment become effective upon the Approved Date (as defined herein).

NOW, THEREFORE, based upon the foregoing mutual premises, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, it is hereby agreed as follows:

1. The above recitals are true and correct and are incorporated herein by this reference.

2. Landlord agrees and acknowledges that the Lease is in good standing and that subject to the satisfaction of the Conditions Precedent (as defined herein) upon the Approval Date, Assignee shall become the tenant under the Lease, as amended hereby and as provided herein.

3. Assignee agrees to pay the past due payments under the Lease for June 2009, if such payments are not paid by Initial Tenant.

4. Section 4.1.1 of the Lease is hereby amended and restated in its entirety and shall read as follows :

"4.1.1 As Base Rent for the Premises from the Lease Commencement Date until September 30, 2006, Tenant shall pay to Landlord the sum of Seven Hundred Six Thousand Two Hundred Eighty Five and 92/100 U.S. Dollars (\$706,285.92) per annum, payable in advance in monthly installments of Fifty Eight Thousand Eight Hundred Fifty Seven and 16/100 U.S. Dollars (\$58,857.16), plus all sales taxes from time to time imposed by any governmental authority, if any, in connection with rents paid by Tenant under this Lease.

As Base Rent for the Premises from October 1, 2006 until March 31, 2011, Tenant shall pay to Landlord the sum of Eight Hundred Fifty Seven Thousand Six Hundred Thirty Two and 65/100 U.S. Dollars (\$857,632.65) per annum, payable in advance in monthly installments of Seventy One Thousand Four Hundred Sixty Nine and 39/100 U.S. Dollars (\$71,469.39), plus all sales taxes from time to time imposed by any governmental authority, if any, in connection with rents paid by Tenant under this Lease.

As Base Rent for the Premises from April 1, 2011 until September 30, 2016, Tenant shall pay to Landlord the sum of Six Hundred Ninety-Three Thousand Six Hundred Seventy-Three and 00/100 U.S. Dollars (\$693,673.00) per annum, payable in advance in monthly installments of Fifty Seven Thousand Eight Hundred Six and 08/100 U.S. Dollars (\$57,806.08), plus all sales taxes from time to time imposed by any governmental authority, if any, in connection with rents paid by Tenant under this Lease."

5. Section 29 of the Lease is hereby amended and restated in its entirety and shall read as follows:

"29. PERMITTED CLOSED STORES. Notwithstanding anything contained herein to the contrary, Tenant is expressly authorized to discontinue the conduct of its business (but not the payment of Base Rent) on those nine (9) stores listed in Schedule 29 attached

hereto and made a part hereof ("Permitted Closed Stores") during the entire Term of this Lease (including any extension periods), provided that Tenant shall be required to continue to pay the total amount of Base Rent set forth in Section 4.1.1 and all other amounts due under this Lease without adjustment, reduction, abatement or proration to Base Rent. In addition to the Permitted Closed Stores, Assignee shall have the right to close the following locations: #4028 - North Olmstead, Cleveland, Ohio; #4036 - Tuscarawas, Cleveland, Ohio; #4044 - West Broad, Columbus, Ohio; #4047 - Cleveland Avenue, Columbus, Ohio; #4061 - Xenia, Dayton, Ohio; and #4071 - Cable Road, Lima, Ohio (the "Additional Closed Stores", together with the Permitted Closed Stores, the "15 Closed Stores"), provided that Tenant shall be required to continue to pay the total amount of Base Rent set forth in Section 4.1.1 and all other amounts due under this Lease without adjustment, reduction, abatement or proration to Base Rent. Landlord may, at its sole election, at any time during the Term (including any extension periods) elect to recapture and remove any one or more of such 15 Closed Stores from this Lease upon written notice to Tenant (any Store Site recaptured by Landlord, a "Recaptured Site"), and Tenant shall not receive any Base Rent abatement or adjustments to Base Rent in connection therewith and Base Rent shall not be changed in any matter whatsoever, and Base Rent shall not be proportionately reduced, but only with respect to any Recaptured Site(s), Tenant shall be released of all other obligations (without affecting Base Rent) with respect to each Recaptured Site. Tenant shall not have the right to sublet any of the 15 Closed Stores, except that, notwithstanding anything to the contrary in this Lease, for sixty (60) days following the Approved Date Tenant shall have the right to sublet any of the Additional Closed Stores, without Landlord's prior consent, to any franchisee or licensee of Tenant. This Lease shall remain in full force and effect as it relates to any Store Site which is not a Recaptured Site; provided, however, the definition of Premises shall no longer be deemed to contain any Recaptured Site(s). In addition, on March 31, 2011, this Lease shall conclusively be deemed amended so that: (i) the 15 Closed Stores shall be removed from this Lease, (ii) Tenant shall vacate and surrender exclusive possession of all of the 15 Closed Stores to Landlord on March 31, 2011, and (iii) all obligations of Tenant with respect to the 15 Closed Stores shall cease as of March 31, 2011, provided that Tenant shall be required to continue to pay the entire amount of Base Rent set forth in Section 4.1.1 of this Lease without any adjustment, reduction, abatement or proration whatsoever."

6. Section 4.1.2 of the Lease is hereby amended and restated in its entirety and shall read as follows:

"4.1.2 Provided Tenant validly exercises the first renewal option term of the Lease pursuant to Section 3, hereinabove, and for the remainder of said option term, if any, Base Rent shall increase to Seven Hundred Sixty-Three Thousand Forty-One and 00/100 U.S. Dollars (\$763,041.00), payable in advance in monthly installments of Sixty-Three Thousand Five Hundred Eighty-Six and 75/100 U.S. Dollars (\$63,586.75), plus all sales tax from time to time imposed by any governmental authority, if any, in connection with rents paid by Tenant under this Lease. Provided Tenant validly exercises the second renewal option term of the Lease pursuant to Section 3, hereinabove, and for the remainder of said option term, if any, Base Rent shall increase to Eight

Hundred Thirty-Nine Thousand Three Hundred Forty-Five and 00/100 U.S. Dollars (\$839,345.00), payable in advance in monthly installments of Sixty-Nine Thousand Nine Hundred Forty-Five and 42/100 U.S. Dollars (\$69,945.42), plus all sales tax from time to time imposed by any governmental authority, if any, in connection with rents paid by Tenant under this Lease."

7. Landlord shall be granted an option (to be exercised by no later than March 31, 2011) upon ninety (90) days written notice to Assignee to recapture Store Site # 4033 - 3000 Cleveland Avenue, Canton, Ohio ("Store Site 4033"). Upon exercise of Landlord's option, the Lease shall conclusively be deemed amended removing Store Site #4033 from the Lease and Assignee shall cease to have any liability for such location under the Lease, as amended by this Fourth Amendment.

8. Upon the Approved Date (as defined below), Assignee shall become tenant under the Lease, as amended, and Assignee shall assume all rights and obligations of Initial Tenant under the Lease for periods on and after the Approved Date and Initial Tenant shall be released and discharged from such obligations. Notwithstanding any other provision in this Fourth Amendment to the contrary, this Fourth Amendment shall not be effective until the Approved Date, and to the extent the Approved Date does not occur on or before December 31, 2009, this Fourth Amendment shall be null and void and of no effect whatsoever unless Landlord and Assignee enter into an extension of this Fourth Amendment executed by both Landlord and Assignee.

9. As used in this Fourth Amendment, the "Approved Date" shall mean the date that all of the following shall have occurred (collectively, the "Conditions Precedent"): (i) the Closing (as defined in the Asset Purchase Agreement) and (ii) the entry of the Order, the form and content of which must be reasonably acceptable to both Landlord and Assignee, that, among other things, approves, incorporates, and provides for the assumption and assignment of the Lease, as modified hereunder. Subject to the satisfaction of all the Conditions Precedent prior to December 31, 2009, Landlord and Assignee hereto agree that the Lease shall be deemed amended as described in this Fourth Amendment and ratified with respect to all other terms and conditions of the Lease not so amended, on the Approved Date, without further action by any of the parties hereto. If, following the Approved Date, the Order is vacated, Assignee shall have no right to recover any payments made to Landlord since the Approved Date. If the Asset Purchase Agreement is not approved by the Bankruptcy Court such that the Lease (as amended by this Fourth Amendment) is not assumed and assigned to Assignee, then this Fourth Amendment shall be null and void.

10. The parties hereto acknowledge and agree that as of the Approved Date, no amounts shall be payable under the Lease by Initial Tenant or Assignee for periods on or before the Petition Date and all defaults occurring on or before the Petition Date under the Lease shall be deemed cured or waived; provided, that amounts due under the Lease for periods between the Petition Date and the Approved Date, if not paid by Initial Tenant on or before the Approved Date, shall be paid by Assignee within 30 days after the Approved Date. Notwithstanding the foregoing, if the Order is vacated, Landlord expressly reserves the right to enforce and recover outstanding payment and/or cure obligations from Initial Tenant. No waiver by any party hereto

of any of the provisions of this Fourth Amendment shall be effective unless set forth in a written instrument executed and delivered by the party so waiving. The waiver by any party hereto of a breach of any provision of this Fourth Amendment shall not operate or be construed as a waiver of any subsequent breach. No modifications, amendments or supplements to this Fourth Amendment shall be valid and binding unless set forth in a written agreement executed and delivered by the parties hereto.

11. Any written notice delivered under the Lease to Assignee under this Fourth Amendment, shall be sent to such party by telecopier or facsimile transmission to the number below or by registered or certified U.S. mail, return receipt requested and postage prepaid, or by private overnight mail courier services to the address set forth below:

Checkers Drive-In Restaurants, Inc.
4300 West Cypress Street, Suite 600
Tampa, Florida 33607
Tel: (813) 283-7000
Fax: (813) 283-7208

12. In the event of any legal action, dispute, lawsuit, arbitration, bankruptcy, or any other proceeding arising out of or relating to this Fourth Amendment, the prevailing party shall be entitled to recover its reasonable attorney fees and costs relating thereto.

13. All capitalized terms not defined herein shall have the meanings given to them in the Lease.

14. Facsimile or pdf copies of Fourth Amendment and signatures shall be binding as originals. This Fourth Amendment may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, with the same effect as if all parties hereto had signed the same signature page. Any signature page of their Fourth Amendment may be detached from any counterpart of this Fourth Amendment without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Fourth Amendment identical in form hereto but having attached to it one or more additional signature pages.

15. In the event of any conflict between the terms and provisions of this Fourth Amendment and the terms and provisions of the Lease, the terms and provisions of this Fourth Amendment shall control. To the extent that there shall be no such conflict, the Lease shall remain in full force and effect and the parties hereto hereby ratify same. Landlord and Assignee have jointly negotiated and drafted this Fourth Amendment and it shall not be interpreted against either party as the drafter thereof. All rules of contract interpretation included in the Lease are applicable to this Fourth Amendment.

[EXECUTIONS COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to be executed as of the day and year first written above.

WITNESS:

Print: [Signature]

Print: John Edelson

LANDLORD:

Triple R Associates, Ltd.,
a Florida limited partnership

By: JJR Investment Corp.,
a Florida corporation,
its general partner

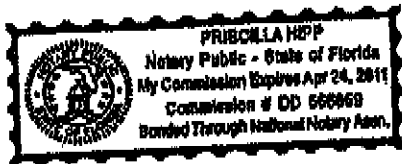
By: [Signature]
Jeff Roschman, President

ACKNOWLEDGMENT

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was sworn to, subscribed, and acknowledged before me this 2 day of July, 2009, by Jeff Roschman, as President of JJR Investment Corp., a Florida corporation, as general partner of Triple R Associates, Ltd., a Florida limited partnership, on behalf of the limited partnership. He is personally known to me or presented a driver's license as identification and did not take an oath.

Notary Stamp/Seal:



Notary Signature: [Signature]
Notary Print: Priscilla HDP
Notary Public, State of Florida
Commission No.: DD 666859
My Commission Expires: 4-24-11

WITNESS:

Nina C. Stewart
Print: NINA C. STEWART

B. R. Doster
Name: Brian R. Doster
Title: Senior Vice President and
General Counsel

ASSIGNEE:

Checkers Drive-In Restaurants, Inc.,
a Delaware corporation

By: Todd Lindsey
Name: Todd Lindsey
Title: Senior Vice President and Chief
Financial Officer

ACKNOWLEDGMENT

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH

The foregoing instrument was sworn to, subscribed, and acknowledged before me this
2nd day of July, 2009, by TODD LINDSEY, as SR VP & CFO Checkers
Drive-In Restaurants, Inc., a Delaware corporation, on behalf of the corporation. He/she is
personally known to me or presented a driver's license as identification and did not
take an oath.

Notary Stamp/Seal:

Notary Signature: Sherry L. Deau
Notary Print: _____
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____



Schedule 29

Permitted Closed Stores

<u>Restaurant #</u>	<u>Address</u>
4014	3400 Market Street Youngstown
4015	14110 Kinsman Cleveland
4016	5703 Superior Avenue Cleveland
4017	5125 Northfield Road Bedford Heights
4022	8104 Euclid Avenue Cleveland
4040	186 S Sandusky Street Delaware
4046	2285 Morse Road Columbus
4066	1002 N Broad Street
4069	501 S Main Street Bellefontaine