

EXHIBIT “B”

AMENDMENT TO COMMERCIAL LEASE

THIS AMENDMENT TO COMMERCIAL LEASE ("Lease Amendment") is made this ___ day of February, 2002, by and between TRIPLE R ASSOCIATES, LTD., A FLORIDA LIMITED PARTNERSHIP ("Landlord"), and SETLA, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY ("Tenant").

WHEREAS, Landlord and Tenant entered into that certain Commercial Lease dated October 15, 2001 (the "Lease") with respect to certain premises located in the State of Ohio;

WHEREAS, Section 50 of the Lease contemplated an additional Store Site; and

WHEREAS, Landlord and Tenant wish to modify the terms under the Lease.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and in the Lease and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Section 1.1 of the Lease is amended and restated as follows:

1.1. **Premises.** Tenant leases from Landlord for the term, at the rental rate and upon the conditions set forth below, forty-nine (49) separate parcels of real property which are currently being operated as Rally's Hamburger restaurants (each separate parcel together with the improvements thereon is individually referred to as a "Store Site") located at the addresses set forth on Exhibit "A" (the "Land"), together with all improvements thereon. The Land comprising the forty-nine (49) Store Sites together with the improvements located thereon shall hereinafter be collectively referred to herein as the "Premises". The legal descriptions on which the Store Sites are located are described on Exhibit "B". Tenant acknowledges that the legal descriptions attached on Exhibit "B" hereto are for informational purposes only and may encompass property which are not part of the Premises or are not essential to the use of the Premises. The Lease shall not be deemed to encumber or effect in any way the portions of the land described on Exhibit "B" which are not part of the Premises or essential to the use of the Premises. The Premises shall include all portions of the land owned by Landlord described on Exhibit "B" essential to the use and operation of the Store Sites as contemplated herein, including the parking currently being used in connection with the operation of the Rally's Hamburger restaurants on such lands as of the date of this Lease.

2. Section 4.1.1 of the Lease is amended and restated as follows:

4.1.1. As Base Rent for the Premises during the first sixty (60) months of the Initial Term of this Lease, Tenant shall pay to Landlord the sum of **Seven Hundred One Thousand Seven Hundred Fifty and 00/100 Dollars (\$701,750.00)** per annum, payable in advance in monthly installments of **Fifty-Eight Thousand Four Hundred Seventy-Nine Dollars and 17/100 cents (\$58,479.17)**, 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 during the second sixty (60) months of the Initial Term of this Lease, Tenant shall pay to Landlord the sum of **Eight Hundred Fifty Two Thousand One Hundred**



Twenty-Five and 00/100 Dollars (\$852,125.00) per annum, payable in advance in monthly installments of **Seventy-One Thousand Ten Dollars and 42/100 cents (\$71,010.42)**, 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 during the third sixty (60) months of the Initial Term of this Lease, Tenant shall pay to Landlord the sum of **One Million Two Thousand Five Hundred and 00/100 Dollars (\$1,002,500.00)** per annum, payable in advance in monthly installments of **Eighty-Three Thousand Five Hundred Forty-One Dollars and 67/100 cents (\$83,541.67)**, 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.

3. Section 4.1.2 of the Lease is amended and restated 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, the Base Rent shall increase to **One Million One Hundred Two Thousand Seven Hundred Fifty and 00/100 Dollars (\$1,102,750.00)**, payable in advance in monthly installments of **Ninety-One Thousand Eight Hundred Ninety-Five Dollars and 83/100 cents (\$91,895.83)**, 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. Provided Tenant validly exercises the second renewal option term pursuant to Section 3, hereinabove, and for the remainder of said option term, if any, the Base Rent shall increase to **One Million Two Hundred Thirteen Thousand Twenty-Five and 00/100 Dollars (\$1,213,025.00)**, payable in advance in monthly installments of **One Hundred One Thousand Eighty-Five Dollars and 41/100 cents (\$101,085.41)**, 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.

4. Section 15.1 of the Lease is amended and restated as follows:

15.1. In the event of a taking of a Store Site, or any of the improvements thereon which would prevent the operation of the improvements as contemplated herein, then this Lease shall terminate only as to the Store Site so taken as of the date of the taking; and the Base Rent shall be reduced by the number of Store Sites taken divided by forty-nine (49) multiplied by the Base Rent.

5. Section 29 of the Lease is amended and restated as follows:

29. **PERMITTED CLOSED STORES.** Notwithstanding anything contained herein to the contrary, Tenant is expressly authorized to discontinue the conduct of its business on no more than ten (10) Store Sites ("Permitted Closed Stores") during the entire Term of this Lease (including any extension periods) upon prior thirty (30) day written notice to Landlord. Landlord may, at its sole election, within ninety (90) days from receipt of such notice elect to recapture and remove any such Permitted Closed Store from this Lease upon written notice to Tenant. In the event Landlord elects not to recapture a Permitted Closed Store, Tenant shall have the right to sublet such Permitted Closed Store to a third party for any lawful use with Landlord's prior written consent, such consent not to be unreasonably withheld, delayed or conditioned. In the event Tenant subleases a Permitted Closed Store for consideration (the "Subrent") in amount greater than one-forty-ninth (1/49th) of then current monthly Base Rent plus any additional rent attributable to such Permitted Closed Store (the "Excess Consideration") as calculated by the Landlord, in its reasonable discretion, Tenant shall remit fifty percent (50%) of the Excess Consideration to Landlord within five (5) days of Tenant's receipt from such subtenant. For purposes of this Lease, all sums paid by subtenant to Tenant, whether designated as deposits or otherwise, shall be considered as Subrent. Tenant



shall provide Landlord with copies of documents related to any such subtenant. This Lease shall remain in full force and effect as it relates to any Store Sites not so recaptured by Landlord; provided, however, the definition of Premises shall no longer be deemed to contain such recaptured Store Site(s) and the Base Rent shall be proportionately reduced to a number equal to the Base Rent set forth in this Lease multiplied by a number which the numerator is the number of remaining Store Sites and the denominator is forty-nine.

6. Section 50 of the Lease is amended and restated as follows:

50. Intentionally Deleted.

7. Exhibit "A" of the Lease is amended and restated as follows:

Master Lease Properties (49)

101	3059 W. Broad Street	Columbus, OH 43204
102	700 Georgesville Road	Columbus, OH 43228
104	186 S. Sandusky Street	Delaware, OH 43015
105	2285 Morse Road	Columbus, OH 43229
106	1097 Cleveland Avenue	Columbus, OH 43201
107	3187 Cleveland Avenue	Columbus, OH 43224
108	6101 E. Main Street	Columbus, OH 43213
109	1940 E. Livingston Avenue	Columbus, OH 43209
110	1340 W. Mound Street	Columbus, OH 43223
111	438 Salem Avenue	Dayton, OH 45406
112	483 W. Main Street	Xenia, OH 45385
115	2585 E. 55 th	Cleveland, OH 44104
116	Harding Way	Lima, OH 45805
117	4154 Lec Road	Cleveland, OH 44128
119	3050 Maple Avenue	Zanesville, OH 43701
120	1028 N. Memorial Drive	Lancaster, OH 43130
121	27208 Lorain Road	N. Olmstead, OH 44070
122	2556 N. High Street	Columbus, OH 43202
123	4321 W. Tuscarawas	Canton, OH 44708
126	916 North Cable Road	Lima, OH 45804
129	1111 S. Smithville Road	Dayton, OH 45403
130	4000 Mayfield Road	South Euclid, OH 44121
131	2122 D. Limestone	Springfield, OH 45505
132	2510 E. Main Street	Springfield, OH 45503
133	1099 Upper Valley Pike	Springfield, OH 45504
134	1481 W. 117 th Street	Cleveland, OH 44107
136	6201 Brookpark Road	Parma, OH 44129
137	14911 Snow Road	Brookpark, OH 44142
138	8108 Euclid Avenue	Cleveland, OH 44103
149	5703 Superior Avenue	Cleveland, OH 44103
150	1411 Kinsman	Cleveland, OH 44104
152	3400 Market Street	Youngstown, OH 44507



153	5125 Northfield Road	Bedford Heights, OH 44146
154	711 E. Market Street	Akron, OH 44302
155	11607 Buckeye Road	Cleveland, OH 44120
157	14221 Euclid Avenue	E. Cleveland, OH 44112
158	711 Cleveland Street	Elyria, OH 44035
160	1939 Stringtown Road	Grove City, OH 43123
164	129 N. Bridge Street	Chillicothe, OH 45601
171	1345 Wooster Avenue	Akron, OH 44320
172	1002 N. Broad Street	Fairborn, OH 45324
174	3260 E. Broad Street	Columbus, OH 43209
175	118 N. College Road	Piqua, OH 45356
177	471 E. Waterloo	Akron, OH 44319
179	3000 Cleveland Avenue	Canton, OH 44709
183	501 S. Main Street	Bellefontaine, OH 43311
184	254 Wooster Road N.	Barberton, OH 44203
185	412 N. Main Street	Marion, OH 43302
186	2000 N. Limestone	Springfield, OH 45503

8. Exhibit "B" of the Lease is amended to include the following:

SITUATED IN THE CITY OF SOUTH EUCLID, COUNTY OF CUYAHOGA AND STATE OF OHIO: AND KNOWN AS BEING ALL OF SUBLLOT 1 AND THE WESTERLY 50 FEET OF SUBLLOT 2 IN THE WALTER H. TELLING OAKWOOD TERRACE SUBDIVISION OF PART OF ORIGINAL EUCLID TOWNSHIP LOT 63, TRACT 2. AS SHOWN BY THE RECORDED PLAT OF SAID SUBDIVISION IN VOLUME 76 OF MAPS, PAGE 1 OF CUYAHOGA COUNTY RECORDS. SAID SUBLLOT 1 AND PART OF SUBLLOT 2 TOGETHER FORM A PARCEL OF LAND HAVING A FRONTAGE OF 107 FEET ON THE SOUTHERLY SIDE OF MAYFIELD ROAD AND EXTENDING BACK 181-20/100 FEET ON THE EASTERLY LINE, 180-10/100 FEET ON THE WESTERLY LINE, WHICH IS ALSO THE EASTERLY SIDE OF WARRENSVILLE CENTER ROAD AND HAS A REAR LINE OF 107 FEET AS APPEARS BY SAID PLAT.

IN WITNESS WHEREOF, this Lease has been executed by the parties hereto on the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

LANDLORD:

Triple R Associates, Ltd., a Florida limited
partnership

By: JJR Investment Corp., a Florida
corporation, its General Partner

By: _____
Name: _____



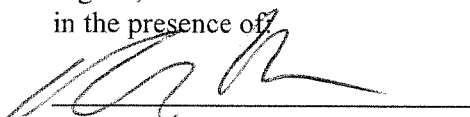
158	711 Cleveland Street	Elyria, OH 44035
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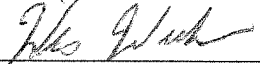
8. **Exhibit "B"** of the Lease is amended to include the following:

SITUATED IN THE CITY OF SOUTH EUCLID, COUNTY OF CUYAHOGA AND STATE OF OHIO: AND KNOWN AS BEING ALL OF SUBLLOT 1 AND THE WESTERLY 50 FEET OF SUBLLOT 2 IN THE WALTER H. TELLING OAKWOOD TERRACE SUBDIVISION OF PART OF ORIGINAL EUCLID TOWNSHIP LOT 63, TRACT 2. AS SHOWN BY THE RECORDED PLAT OF SAID SUBDIVISION IN VOLUME 76 OF MAPS, PAGE 1 OF CUYAHOGA COUNTY RECORDS. SAID SUBLLOT 1 AND PART OF SUBLLOT 2 TOGETHER FORM A PARCEL OF LAND HAVING A FRONTAGE OF 107 FEET ON THE SOUTHERLY SIDE OF MAYFIELD ROAD AND EXTENDING BACK 181-20/100 FEET ON THE EASTERLY LINE, 180-10/100 FEET ON THE WESTERLY LINE, WHICH IS ALSO THE EASTERLY SIDE OF WARRENSVILLE CENTER ROAD AND HAS A REAR LINE OF 107 FEET AS APPEARS BY SAID PLAT.

IN WITNESS WHEREOF, this Lease has been executed by the parties hereto on the day and year first above written.

Signed, Sealed and Delivered
in the presence of

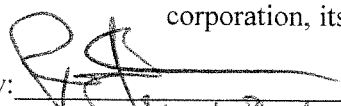




LANDLORD:

Triple R Associates, Ltd., a Florida limited partnership

By: JJR Investment Corp., a Florida corporation, its General Partner

By: 

Name: Robert Reidman

Title: Vice President

Dated: February 7, 2002

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 7th day of February, 2002 by Robert Roschman, as the Vice President of JJR Investment Corp., a Florida corporation, general partner of Triple R Associates, Ltd., on behalf of said limited liability company. He is personally known to me or has produced a driver's license as identification.



Print or Stamp Name: MARY PAT HEVENER
Notary Public, State of Florida at Large
Commission No.: # DD 069941
My Commission Expires: MARCH 3, 2006

TENANT:
SETLA, L.L.C., a Delaware limited liability company

By: _____
Name: _____
Title: _____
Dated: _____

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ___ day of February, 2002 by _____, as the _____ of SETLA, L.L.C., a Delaware limited liability company on behalf of said corporation. He is personally known to me or has produced a driver's license as identification.

Print or Stamp Name:
Notary Public, State of _____ at Large
Commission No.:
My Commission Expires:

Title: _____

Dated: _____

[EXECUTION AND ACKNOWLEDGMENTS CONTINUE ON FOLLOWING PAGE]

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ___ day of February, 2002 by _____, as the _____ of JJR Investment Corp., a Florida corporation, general partner of Triple R Associates, Ltd., on behalf of said limited liability company. He is personally known to me or has produced a driver's license as identification.

Print or Stamp Name:
Notary Public, State of Florida at Large
Commission No.:
My Commission Expires:

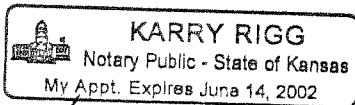
TENANT:
SETLA, L.L.C., a Delaware limited liability company

By: [Signature]
Name: R. ALROD
Title: MANAGING MEMBER
Dated: FEB 6, 2002

[Signature]
Jean Lee

Kansas
STATE OF ~~FLORIDA~~)
 Sedgwick) SS:
COUNTY OF ~~BROWARD~~)

The foregoing instrument was acknowledged before me this 6 day of February, 2002 by Robert Alrod, as the Managing member of SETLA, L.L.C., a Delaware limited liability company on behalf of said corporation. He is personally known to me or has produced a driver's license as identification.



Karry Rigg
F:\Triple R\11 SNAPS\Letter Docs\Master Lease Amendment.wpd

Print or Stamp Name:
Notary Public, State of Kansas at Large
Commission No.:
My Commission Expires:

TERMINATION OF LEASE AGREEMENT

This Termination of Lease Agreement is made as of this 4th day of February, 2002 by and among PDV Midwest Refinancing, L.L.C., a Delaware limited liability company, successor in interest to The Uno-Ven Company, an Illinois general partnership ("Landlord"), Snapps Restaurants, Inc., an Ohio corporation, (the Assignor), and Setla, LLC, a Delaware limited liability company ("Tenant"), (Landlord, Assignor and Tenant, each a "Party", and collectively, the "Parties"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Lease (as hereinafter defined).

WHEREAS, Landlord and Assignor entered into a lease dated as of March 23, 1994, as amended by that certain First Amendment dated as of October 1, 2001, and as further amended and assigned to Tenant by that certain Assignment and Assumption of Lease dated October 15, 2001 (collectively, the "Lease"), for the real property having an address of 4000 Mayfield Road, South Euclid, Ohio (the Premises).

WHEREAS, Landlord and Triple R Associates, Ltd., a Florida limited partnership (Triple R), entered into an Agreement for Purchase and Sale of Real Estate (the Contract) dated as of June 8, 1993 which covers the sale of the Premises.

WHEREAS, Landlord and Triple R are closing on the purchase and sale of the Premises pursuant to the Contract.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Termination.** The Lease is hereby terminated effective as of the date first above written.

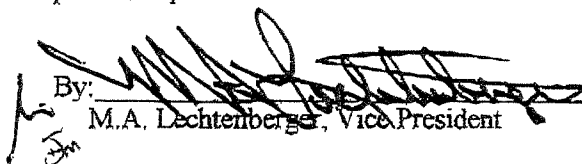
IN WITNESS WHEREOF, the Parties have caused this instrument to be executed and effective as of the date above first written.


WITNESSES:

LANDLORD:

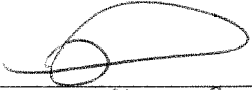
PDV Midwest Refinancing, L.L.C., a Delaware limited liability company, successor in interest to The Uno-Ven Company, an Illinois general partnership

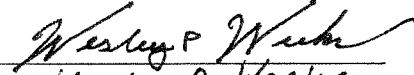
Sign: 
Print Name: D. Scott MOORHEAD

By: 
M.A. Lechtenberge, Vice President

Sign: 
Print Name: Keith DAVISON

[Executions continue on the following page]

Sign: 
Print Name: MARY PAT HEVENOR


Sign: 
Print Name: Wesley P Weeks

Sign: _____
Print Name: _____

Sign: _____
Print Name: _____

ASSIGNOR:

Snapps Restaurants, Inc., an Ohio corporation

By: 
Name: J. Robert Brackman
Title: J. President

TENANT:

Setla, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

[Executions continue on the following page]

ASSIGNOR:

Snapps Restaurants, Inc., an Ohio corporation

Sign: _____
Print Name: _____


By: _____
Name: _____
Title: _____

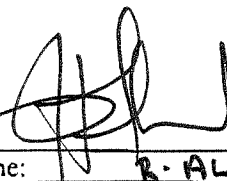
Sign: _____
Print Name: _____

TENANT:

Setla, LLC, a Delaware limited liability

company

Sign: 
Print Name: NAHUM G SHAR

By: 
Name: R. ALROD
Title: MANAGING MEMBER

Sign: Jean Rea
Print Name: Jean Rea

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