IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
	:	
ALSET OWNERS, LLC, *et al.*,[1]	:	Case No. 09-11960 (BLS)
	:	(Jointly Administered)
Debtors.	:	

NOTICE OF ASSET PURCHASE AGREEMENT

PLEASE TAKE NOTICE of the fully executed copy of the Asset Purchase Agreement between the Debtors and Checkerco, Inc. dated June 5, 2009, as amended from time to time. Any schedules to the Asset Purchase Agreement may be obtained upon request of Debtors' counsel, upon entry into a non-disclosure agreement.

Dated: July 14, 2009

BLANK ROME LLP

By: */s/ David W. Carickhoff*
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-and-

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Attorneys for Debtors and
Debtors in Possession

[1] The Debtors and the last four digits of their respective tax identification numbers are: Alset Owners, LLC, a Delaware limited liability company (7520); Altes, LLC, a Delaware limited liability company (6927); Setla, LLC, a Delaware limited liability company (6752); and Checkers Michigan, LLC, a Delaware limited liability company (8016). The Debtors' service address is Altes, LLC/Setla, LLC, 1200 North Federal Highway, Suite 111-B, Boca Raton, FL 33432-2813.

EXECUTION COPY

ASSET PURCHASE AGREEMENT

by and among

ALSET OWNERS, LLC

SETLA, LLC,

ALTES, LLC,

CHECKERS MICHIGAN, LLC

and

CHECKERCO, INC.

dated as of

June 5, 2009

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of June 5, 2009 by and among Alset Owners, LLC, a Delaware limited liability company ("Alset Owners"), SETLA, LLC, a Delaware limited liability company ("SETLA"), ALTES, LLC, a Delaware limited liability company ("ALTES"), Checkers Michigan, LLC, a Delaware limited liability company ("ALTES MI" and, collectively with SETLA and ALTES, the "Sellers" and, together with Alset Owners, the "Seller Parties"), and Checkerco, Inc., a Florida corporation (the "Buyer").

WHEREAS, the Sellers are franchisees and operators of, inter alia, the Rally's restaurants listed on Schedule A hereto (the "Business");

WHEREAS, the Sellers intend to file voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") commencing their Chapter 11 bankruptcy cases to be jointly administered (the "Bankruptcy Cases") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, the Sellers desire to sell, transfer, convey, assign and deliver to the Buyer, in accordance with Sections 105(a), 363 and 365 and the other applicable provisions of the Bankruptcy Code, all of the Acquired Assets (as hereinafter defined), subject to the Assumed Liabilities (as hereinafter defined), upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, the Buyer desires to purchase and take delivery of such Acquired Assets, and to assume the Assumed Liabilities, upon such terms and subject to such conditions;

WHEREAS, the Parties intend that the Acquired Assets will be sold pursuant to a Sale Order (as hereinafter defined) entered by the Bankruptcy Court in the Bankruptcy Cases approving such sale under Section 363 of the Bankruptcy Code, and such Sale Order will include, among other things, approval of the assumption and assignment of certain leases and executory contracts and liabilities thereunder under Section 365 of the Bankruptcy Code and the terms and conditions of this Agreement;

WHEREAS, the Buyer and the Seller Parties (collectively, the "Parties" and each, a "Party") have each authorized this Agreement and the transactions contemplated hereby; and

WHEREAS, capitalized terms used but not defined in the context of the Sections in which such terms first appear shall have the meanings ascribed thereto in Section 10.14.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. SALE OF ACQUIRED ASSETS AND ASSUMED LIABILITIES

1.1 Sale of Acquired Assets. On the terms and subject to the conditions set forth in this Agreement and the Sale Order, at the Closing, the Sellers shall transfer, assign, convey and deliver to the Buyer, all of the Sellers' rights, title and interest to the Acquired Assets, free and clear of all Claims and Liens. The "Acquired Assets" are the Sellers' assets (other than the Excluded Assets) related to or used, or held for use, in connection with the Restaurants, as the same may exist at Closing, including assets in the following categories, in each case related to, used or held for use in connection with the Restaurants:

(a) All Restaurant Equipment, Restaurant Supplies and all other equipment, computer hardware, supplies, cash registers, furniture, furnishing, racks, shelves, decorations, supplies, fixtures, improvements and other tangible personal property of the Sellers (collectively, the "Personal Property"), including the items listed on Schedule 1.1(a) and any related claims, credits, rights of recovery and setoffs with respect to such personal property and fixtures, subject to the rights of the lessors under any leases in respect of the foregoing that constitute Assumed Contracts;

(b) All of the Sellers' right, title and interest in, to and under the Contracts to which the Sellers are party relating to the Acquired Assets or the Restaurants that are either listed on Schedule 1.1(b) or that the Buyer, in its sole discretion, agrees to acquire by written notice delivered to the Sellers no later than within ten (10) Business Days following the commencement of the Bankruptcy Cases (the "Assumed Contracts");

(c) All of the Sellers' Merchandise Inventory;

(d) The real property leases and/or subleases to which the Sellers are party relating to the Restaurants and which are listed on Schedule 1.1(d) (the "Real Property Leases");

(e) Subject to the consent of Checkers, the franchise agreements to which the Sellers are parties with Checkers, which the Buyer has agreed to assume as of the Closing and are listed on Schedule 1.1(e) (the "Franchise Agreements");

(f) To the extent that assignment is not prohibited by applicable law, all of the Sellers' licenses, sublicenses, permits, approvals, certifications, endorsements, qualifications, accreditations and authorizations of all Governmental Entities (collectively, the "Permits") necessary for the conduct of the Business, including the Permits listed on Schedule 1.1(f);

(g) All records and documentation of the Sellers (including all discs, tapes, emails, electronic data and other media-storage data and information) relating to its customers, distributors, suppliers or employees (including customer, distributor and supplier lists), and all other business records of the Sellers (including copies of all historical accounts of the Sellers) other than the Seller Records (as defined in Section 1.2(a) hereof) (collectively, the "Books and Records");

(h) All of the Sellers' goodwill, including the Sellers' goodwill associated with all vendor, distributor, service provider, contractor and customer relationships;

(i) Subject to any required approval of applicable vendors, all telephone numbers, web sites and URL addresses used in connection with the Business, including those listed on Schedule 1.1(i);

(j) All deposits, advances, advance payments, prepaid credits and deferred charges, including the deposits and advances listed on Schedule 1.1(j);

(k) All rights in, to and under claims for refunds, rebates or other discounts due from suppliers or vendors and rights to offset in respect thereof, including those rebates and credits listed on Schedule 1.1(k);

(l) All title, property, casualty, fire or, to the extent relating to periods after the Closing, business interruption, insurance proceeds received or receivable in respect of the Business;

(m) The normal change fund for each of the Restaurants in the amounts set forth on Schedule 1.1(m);

(n) The Employment Agreements;

(o) The Management Agreement; and

(p) Any rights, claims or causes of action of the Sellers against third parties arising out of or relating to any Acquired Asset or any Assumed Liability (the "Acquired Actions").

For the avoidance of doubt, each Schedule to this Section 1.1 shall, immediately prior to the Closing, be deemed amended to remove any Contract or other asset primarily related to an Excluded Restaurant.

The Acquired Assets that are subject to liens in favor of Textron Financial Corporation are referred to herein as "Acquired Textron Assets" and the remaining Acquired Assets are referred to herein as "Acquired Specified Assets".

1.2 Excluded Assets. Notwithstanding anything to the contrary in Section 1.1, the Sellers shall not convey, assign, transfer or deliver to the Buyer, and the Buyer shall not acquire from the Sellers any of the following assets (the "Excluded Assets"):

(a) The Sellers' tax returns and supporting documentation related thereto, corporate franchise, stock record books, record books containing minutes of meetings of directors and shareholders or records of meetings or actions of partners, as applicable, and such other records as have to do exclusively with the organization, stock capitalization or equity participation in the Sellers (collectively, the "Seller Records");

(b) All Benefit Plans;

(c) Any items under Section 1.1(f) the assignment of which is prohibited by applicable law;

(d) Any rights or claims of the Sellers under this Agreement, the Management Agreement or any other transaction documents executed in connection herewith or therewith;

(e) Any tax refunds owed to the Sellers for tax periods (or portions thereof) up to and including the Closing Date;

(f) Any Excluded Restaurant and any assets primarily related to the Excluded Restaurants;

(g) All equity securities or other ownership interests in any Seller;

(h) All cash of the Sellers, including cash at bank or in transit (other than set forth on Schedule 1.1(l) or received in respect of assets described in Section 1.1(l));

(i) Any rights, claims or causes of action of the Sellers against third parties and any avoidance actions under the Bankruptcy Code, including preference actions, fraudulent conveyance actions and merchandise credits, other than the Acquired Actions; and

(j) Any other item set forth on Schedule 1.2.

1.3 Assumed Liabilities; Excluded Liabilities.

(a) Upon the transfer and delivery of the applicable Acquired Assets, the Buyer shall, or shall cause its designated affiliate to, assume and agree to pay or discharge when due in accordance with their respective terms the obligations of the Sellers under the Real Property Leases, the Franchise Agreements, the Management Agreement, the Employment Agreements, the Assumed Contracts and the Liabilities set forth on Schedule 1.3(a) (the "Assumed Liabilities").

(b) The Buyer shall not assume and shall not be liable or responsible for any liabilities of the Sellers other than the Assumed Liabilities (collectively, the "Excluded Liabilities"), including:

(i) obligations of the Sellers in connection with this Agreement, any other transaction documents executed in connection with this Agreement, and Liabilities incurred by the Sellers in connection herewith or therewith and the transactions provided for herein or therein, including any broker, counsel and accountant's fees or expenses, and any expenses pertaining to the performance by the Sellers of their obligations hereunder;

(ii) all Liabilities and expenses of any kind or nature (x) relating to Taxes of the Sellers (whether relating to periods before or after the transactions contemplated in this Agreement or incurred by the Sellers in connection with this

Agreement and the transactions provided for herein), other than the transfer taxes borne by the Buyer pursuant to Section 1.7 or (y) pursuant to a Tax allocation agreement, Tax indemnification or other similar arrangement for Taxes arising out of the inclusion of the Sellers in any group filing consolidated, combined or unitary tax returns or arising out of any transferee or successor liability;

(iii) Liabilities for customer disputes, complaints, and claims arising from the sale of any product by the Sellers prior to the Closing Date;

(iv) Liabilities of the Sellers for any mortgages, pledges, loans, bank indebtedness, stockholder indebtedness, or otherwise, including liabilities for interest due to any lender;

(v) Liabilities of the Sellers under any contract other than the Real Property Leases, the Franchise Agreements, the Assumed Contracts, the Management Agreement and the Employment Agreements;

(vi) Liabilities with respect to events, acts, circumstances, omissions, conditions or any other state of facts to the extent the same relate to the property, assets or business of the Sellers (including the Business) and occurring prior to the Closing Date;

(vii) any and all Liabilities relating to the Excluded Assets or the Excluded Restaurants;

(viii) any claim, judgment, penalty, settlement agreement or other obligation that resulted in, or could result in, a Liability (for payment or otherwise) by the Sellers in respect of any claim, proceeding or investigation that is pending or threatened against the Sellers on or prior to the Closing Date, including those listed on Schedule 2.1(f);

(ix) any and all claims and Liabilities arising out of or relating to (a) the treatment, storage or disposal on or prior to the Closing Date of Hazardous Materials by the Sellers or any other Person (including any previous owner, lessor or sublessor) on or at the Real Property (as defined in Section 2.1(m)(ii) hereof) or any other real property previously owned, leased, subleased or used by the Sellers (or their predecessors-in-interest) in the operation of the Business or otherwise; (b) releases of Hazardous Materials on, at or from any assets or properties (including the Real Property) owned, leased, subleased or used by the Sellers (or their predecessors-in-interest) in the operation of the Business or otherwise at any time such assets or properties were owned, leased, subleased or used by the Sellers (or their predecessors-in-interest); (c) generation or transportation of Hazardous Materials by the Sellers (or their predecessors-in-interest) in the operation of the Business or otherwise; and (d) releases of Hazardous Materials by any Person (including any previous owner, lessee or sublessee) on or from the Real Property prior to the Sellers' ownership or use thereof; or (e) the violation by the Sellers (or their predecessors-in-interest) of or

the noncompliance by the Sellers (or their predecessors-in-interest) with any applicable Environmental Law;

(x) any and all Liabilities relating to or arising out of (A) (i) the employment of any current or former employee of any of the Sellers or their affiliates, other than any Assumed Liabilities in respect of the Employment Agreements, (ii) the employment practices of any of the Sellers or their affiliates or (iii) compliance with or violations of any labor and employment laws that occurred prior to the Closing, or (B) any severance obligations or other costs of terminating employees wherever located resulting from any termination or cessation (or deemed termination or cessation) of employment occurring on or prior to the Closing Date (including, but not limited to, any such termination or cessation occurring in connection with the transactions contemplated by this Agreement), from whatever source such obligations and costs arise, including contractual obligations, notices to employees, employment manuals, course of dealings, past practices, obligations arising under Section 280G or 4999 of the Code, or obligations mandated by law, or otherwise; and

(xi) any liabilities or obligations with respect to (i) any Benefit Plans, or (ii) any ERISA Affiliate Liability, or (iii) with respect to accrued payroll, workers compensation liability or occupational health claims, fringe benefits and other employee benefits with respect to or that relate to periods of employment on or prior to, or accidents or injuries that occurred on or prior to, the Closing Date.

The Buyer shall have no obligations or Liabilities whatsoever with respect to, any and all losses, damages, obligations, liens, assessments, judgments, fines, costs and expenses, liabilities and claims, including interest, penalties and reasonable fees of counsel and experts of every kind or nature whatsoever, made by or owed to any Person arising out of or in connection with the Excluded Liabilities or the Excluded Assets.

(c) The assumption of any Liabilities by any Party hereunder shall not enlarge any rights of third parties under contracts or arrangements with the Buyer and nothing herein shall prevent any Party from contesting in good faith any of said Liabilities as against any third party.

1.4 Excluded Restaurants. Notwithstanding anything to the contrary in this Agreement, the Restaurants being acquired by the Buyer pursuant to this Agreement shall exclude (i) any Optional Restaurant that the Buyer, acting in its sole discretion, does not elect to acquire by delivering written notice within ten (10) Business Days following the date of commencement of the Bankruptcy Cases and (ii) any Restaurant that the Buyer has determined, acting in its sole discretion, by written notice delivered to the Sellers prior to the Closing, is subject to, or would give rise to, any Liability under applicable Environmental Law (each such Restaurant described in clause (i) or (ii), an "Excluded Restaurant").

1.5 Purchase Price. The total purchase price for the Acquired Assets contemplated by this Agreement shall be comprised of the assumption of the Assumed Liabilities and of the following, without duplication:

(a) within two (2) Business Days of the execution and delivery of this Agreement by the Buyer and the Sellers, the Buyer will cause $71,500 (the "Specified Deposit") in respect of the Acquired Specified Assets and $3,500 (the "Textron Deposit" and, together with the Specified Deposit, the "Deposit") in respect of the Acquired Textron Assets, to be deposited with the Sellers' counsel, such Deposit to be distributed to the Sellers at the Closing (or returned to the appropriate Party in accordance with Section 9.5, if the Closing does not occur);

(b) at the Closing, without limiting Section 1.3, the Buyer shall pay or, subject to the consent of Checkers, assume, all outstanding payment obligations of the Sellers under the Franchise Agreements, both pre and post-petition, in the approximate aggregate amount of $3,800,000;

(c) at the Closing, the Buyer shall pay to the Sellers the sum of: (i) $1,200,000, less the Specified Deposit, for the Acquired Specified Assets (the "Specified Purchase Price") and (ii) $300,000, less the Textron Deposit, for the Acquired Textron Assets (the "Textron Purchase Price" and together with the Specified Purchase Price, the "Purchase Price"), each in cash with a cashier's check or wire transfer of immediately available funds; and

(d) the Buyer shall make the payments required by Section 1.9 as, and to the extent, required by such Section.

The payments referred to in clauses (a), (c) and (d) of this Section, represent the aggregate cash portion of the Purchase Price.

1.6 Allocation. The Parties agree that the Purchase Price shall be allocated among the Acquired Assets in a manner to be determined by the Buyer. The Parties agree to use the allocations determined pursuant to this Section 1.6 for all tax purposes, including those matters subject to Section 1060 of the Code, as amended, and the regulations thereunder.

1.7 Transfer Taxes. To the extent not otherwise exempt pursuant to Section 1146(a) of the Bankruptcy Code, all transfer taxes applicable to the transfer of the Acquired Assets pursuant to this Agreement shall be borne by the Buyer.

1.8 Acquired Textron Assets. In the event that the process contemplated by the Sale Procedures Order results in a successful bid for the Acquired Textron Assets by a purchaser other than the Buyer, so long as the Buyer does not elect to terminate this Agreement pursuant to Section 9.1(g) prior to the Closing, then (i) the Acquired Textron Assets shall be eliminated from the Acquired Assets and shall constitute Excluded Assets for all purposes of this Agreement, (ii) the Buyer shall have no obligations or Liabilities pursuant to this Agreement or any document executed in connection herewith in respect of the Acquired Textron Assets, (iii) the Purchase Price shall be reduced by the amount of the Textron Purchase Price and the obligation of the Buyer to pay the Textron Purchase Price at the Closing shall be eliminated (and thereafter the term "Purchase Price" shall be deemed to refer only to the Specified Purchase Price), (v) the Sellers shall immediately refund to the Buyer cash in the amount of the Textron Deposit (and thereafter the term "Deposit" shall be deemed to refer only to the Specified Deposit) and (iv)

subject to the terms and conditions of this Agreement, the transactions contemplated hereby shall otherwise be consummated as contemplated herein.

1.9 Restructuring Costs.

(a) No later than three (3) Business Days prior to the Closing, the Sellers shall deliver to the Buyer a written notice setting forth the Sellers' good faith determination of (i) Restructuring Expenses incurred and unpaid as of the Closing (the "Pre-Closing Expenses"), (ii) administrative expenses in respect of the Case (other than Restructuring Expenses) incurred and unpaid as of the Closing (the "Other Expenses") and (iii) the amount of cash and cash equivalents held by the Sellers as of, but without giving effect to, the Closing (the "Closing Cash"). Such estimates shall be prepared in consultation with the Buyer, shall be supported by reasonable documentation and shall be reasonably acceptable to the Buyer. At the Closing, the Buyer shall advance into an escrow account to be held by Sellers' counsel an amount equal to the lesser of (A) the amount of Pre-Closing Expenses, (B) $350,000 and (C) the Maximum Amount, in each case, which amounts shall be applied by the Sellers solely for the purpose of paying the Pre-Closing Expenses. As used herein, (i) "Maximum Amount" means the sum of the Specified Purchase Price plus Closing Cash minus Pre-Closing Expenses minus Other Expenses and (ii) "Restructuring Expenses" means the fees and expenses of estate professionals, including counsel and any financial advisors to the Sellers, counsel and any financial advisor to an official committee of unsecured creditors and other estate professionals, in each case to the extent set forth in a budget for the operation of the Sellers in form and substance reasonably acceptable to the Buyer, and authorized to be paid by the Bankruptcy Court, plus any fees payable to the Office of the United States Trustee.

(b) At the Closing, the Buyer shall also advance the sum of $150,000 into an escrow account held by Sellers' counsel and amounts may be withdrawn from such escrow solely to fund Restructuring Expenses incurred after the Closing (the "Post-Closing Expenses"), and then only to the extent that assets of the Sellers available for the payment of such Post-Closing Expenses are not sufficient to fund such Post-Closing Expenses and other administrative expenses incurred after the Closing.

(c) Prior to their release in accordance with this Section 1.9(c), any amounts deposited into escrow pursuant to this Section 1.9 may be disbursed only upon either (i) the joint written instructions of the Sellers and the Buyer or (ii) an order of the Bankruptcy Court. Any amounts deposited into escrow pursuant to this Section 1.9 and remaining in escrow on the nine (9) month anniversary of the Closing shall promptly thereafter be returned to the Buyer; provided that, if at the expiration of such nine (9) month period the Parties determine that, for reasons beyond the control of such Parties, such amounts should remain in escrow for the funding of applicable Restructuring Expenses, the Parties shall negotiate in good faith regarding an extension of such time period. Any amounts deposited into escrow pursuant to this Section 1.9 and not returned to the Buyer as provided in this Section 1.9(c) shall, for federal income tax purposes, to the extent permitted by applicable law, be treated by the Buyer and the Sellers as a part of the Purchase Price.

2. REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Seller Parties. To induce the Buyer to enter into this Agreement, and acknowledging that the Buyer has relied upon the representations and warranties contained herein, the Seller Parties make the following representations and warranties to the Buyer, each of which is true and correct on the date hereof, which representations and warranties shall be unaffected by any investigation heretofore or hereafter made by the Buyer, or any knowledge of the Buyer other than as may be disclosed in the Schedules delivered to the Buyer at the time of the execution of this Agreement.

(a) Due Organization and Power. The Seller Parties are duly organized and validly existing under the laws of their respective jurisdictions of organization. The Seller Parties have all requisite power and authority to own, operate and lease their properties and to carry on the Business as and where such is currently conducted.

(b) Authority. The Seller Parties have full authority and power to enter into this Agreement and each agreement, document and instrument to be executed and delivered by the Seller Parties pursuant to this Agreement and to perform its obligations hereunder. The execution and delivery by the Seller Parties of this Agreement and the other documents and instruments to be executed and delivered by the Seller Parties pursuant hereto and the consummation by the Seller Parties of the transactions contemplated hereby and thereby have been duly authorized. Subject to the entry of the Sale Order by the Bankruptcy Court, this Agreement constitutes a valid and binding obligation of the Sellers, enforceable against the Seller Parties in accordance with its terms. Except for consents, approvals or authorizations of, or filings with, the Bankruptcy Court, no other act or proceeding on the part of the Seller Parties is necessary to authorize this Agreement or the other documents and instruments to be executed and delivered by the Seller Parties pursuant hereto or the consummation of the transactions contemplated hereby and thereby.

(c) No Violation. Except as set forth in Schedule 2.1(c) and upon the entry of the Sale Order by the Bankruptcy Court, neither the execution and delivery by the Seller Parties of this Agreement or the other documents and instruments to be executed and delivered by the Seller Parties pursuant hereto nor the consummation by the Seller Parties of the transactions contemplated hereby and thereby (i) will violate any Law or Order applicable to the Seller Parties, (ii) will require any authorization, consent or approval by, filing with or notice to any Governmental Entity, except for consents, approvals or authorizations of, or filings with, the Bankruptcy Court, or (iii) subject to obtaining the consents referred to in Schedule 2.1(c), will violate or conflict with, or constitute a default (or an event that, with notice or lapse of time, or both, would constitute a default) under, or will result in the termination of, or accelerate the performance required by, or result in the creation of any Liens upon any of the Acquired Assets under (A) any term or provision of the operating agreements or similar organizational documents of the Seller Parties or (B) any Contract to which any of the Seller Parties are party or by which any of the Seller Parties or any of their assets or properties are bound.

(d) Financial Statements. With respect to each Restaurant, Schedule 2.1(d) contains unaudited Restaurant-level statements of income and cash flows for the fiscal years ending December 31, 2006, December 31, 2007 and December 31, 2008 (collectively, the "Financial Statements"). Except as set forth in Schedule 2.1(d), (i) the Financial Statements are complete, correct, and consistent with the books and records of the Sellers, which books and records are correct and complete, (ii) the Financial Statements fairly present, in all material respects, the results of operations of the Restaurants as of their respective dates and for the respective periods covered thereby and (iii) the Financial Statements for the years ending December 31, 2006 and December 31, 2007 have been prepared in conformity with United States generally accepted accounting principles, consistently applied throughout the periods indicated.

(e) Tax Matters. Except as set forth on Schedule 2.1(e), all Tax Returns required to be filed by or with respect to the Sellers or otherwise in respect of the Acquired Assets on or prior to the date of this Agreement have been timely filed and, when filed, were complete and accurate. All Taxes due and owing by the Sellers or otherwise in respect of the Acquired Assets (whether or not shown on any Tax Return) have been paid or adequately accrued by the Sellers. The Sellers have withheld all Taxes and remitted all Taxes withheld which it is required to withhold and remit, including with respect to any employee, independent contractor, creditor or other third party.

(f) No Litigation. Except as set forth in Schedule 2.1(f), as of the date of this Agreement, there is no action, suit, arbitration, proceeding or investigation pending or, to the Knowledge of the Seller Parties, threatened against any of the Seller Parties or affecting the Acquired Assets, and there is no outstanding Order against or adversely affecting the Seller Parties or the Acquired Assets.

(g) Compliance With Laws and Orders. Except as set forth in Schedule 2.1(g), the Sellers are not conducting and have not conducted the Business in material violation of any Laws or Orders applicable to the Sellers or the Business.

(h) Permits. The Sellers have all material permits and/or licenses required for the conduct of the Business as currently conducted and the operation of the Restaurants as currently operated by the Sellers. All of such permits and/or licenses are listed on Schedule 2.1(h). The Sellers are in material compliance with all such permits and/or licenses.

(i) Absence of Certain Developments. Except as set forth in Schedule 2.1(i), since December 31, 2008:

(i) no Acquired Assets have suffered any material damage, destruction or loss, whether or not covered by insurance; and

(ii) the Sellers have not taken any action which, if taken after the date of this Agreement, would require the consent of the Buyer pursuant to Section 3.2.

(j) No Undisclosed Liabilities. To the knowledge of the Sellers, there are no Liabilities with respect to the Acquired Assets other than:

(i) Liabilities disclosed on Schedule 2.1(j);

(ii) Liabilities disclosed in the Financial Statements;

(iii) Liabilities arising out of or related to the performance by the Sellers under the Material Contracts listed on Schedule 2.1(n) (excluding any Liability for breach of such Material Contracts);

(iv) Liabilities incurred in the ordinary course of business consistent with past practice, since December 31, 2008, that individually or in the aggregate, have not been, and would not reasonably be expected to be, material to the Business; or

(v) Liabilities for the payment of counsel fees.

(k) Environmental Matters. Except as set forth in Schedule 2.1(k):

(i) The Restaurants are, and at all times have been, in material compliance with all Environmental Laws. The Seller Parties have not received, and have no knowledge of, any pending or threatened, order, notice, or other communication from any Governmental Entity or private citizen acting in the public or a private interest of any actual or potential violation or failure to comply with any Environmental Law, or of any actual or threatened obligation to undertake or bear the cost of any liabilities with respect to the Real Property or any other properties or assets (whether real, personal, or mixed) in which any of the Seller Parties have had an interest, or with respect to any offsite property or facility to which the Sellers sent or caused to be sent Hazardous Material for treatment, storage or disposal that could reasonably be expected to have any Liability under Environmental Law.

(ii) There are no Hazardous Materials present on, in or under the Real Property, or, to the knowledge of the Seller Parties, any adjoining property.

(iii) The Sellers have not Released or threatened to Release, and to the knowledge of the Sellers, no other person has Released or threatened to Release any Hazardous Material at, from or to the Real Property.

(iv) The Seller Parties have made available to the Buyer true and complete copies and results of any written communications, reports, studies, analyses, tests, or monitoring possessed by the Seller Parties pertaining to Hazardous Materials on the Real Property or concerning compliance by the Sellers with or obligations of the Sellers pursuant to Environmental Law.

(l) Title to Acquired Assets; Liens. Except as set forth in Schedule 2.1(l), (i) the Sellers have good and marketable title to or, if applicable, a valid leasehold interest

in, all of the Acquired Assets, and (ii) such properties and assets owned by the Sellers are held free and clear of any Liens. Except as set forth in Schedule 2.1(l), the Acquired Assets comprise all of the material assets and rights of the Sellers, tangible and intangible, that are used or held for use by the Sellers in the operation of the Restaurants as conducted by the Sellers on the date of this Agreement. The Acquired Assets acquired by the Buyer at the Closing will be sufficient for the Buyer to operate the Business in the manner operated by the Sellers during the twelve (12) months prior to the date of this Agreement.

(m) Real Property.

(i) The Sellers do not own any real property.

(ii) Schedule 2.1(m) sets forth a list of all real property used, held for use, leased, subleased or occupied by the Sellers in connection with the operation of the Restaurants (the "Real Property"). Except as set forth in Schedule 2.1(m), the Seller Parties have not received any notice of and do not have any Knowledge of any work that has been done or labor or materials that has or have been furnished to any Real Property during the period of six (6) months immediately preceding the date of this Agreement for which Liens have been or are reasonably likely to be filed against any of the Real Property.

(iii) Other than as a result of the commencement of the Bankruptcy Cases, with respect to each lease and sublease listed in Schedule 2.1(m), (a) the lease or sublease is legal, valid, binding, enforceable, and in full force and effect, and (b) the Seller Parties are not in breach or default thereunder, and the Sellers have not received written notice regarding any event which, with notice or lapse of time, would constitute a breach or default or permit termination, modification, or acceleration thereunder.

(n) Material Contracts. Schedule 2.1(n) sets forth a list, as of the date of this Agreement, of each of the following types of Contracts to which the Sellers are party (each, a "Material Contract"):

(i) any real property or personal property leases or Contracts;

(ii) all Contracts providing for waste management services of consultants or independent contractors;

(iii) any Contract relating to the lease of outdoor advertising space;

(iv) any Contract containing covenants that materially restrict the future business activity of the Business; and

(v) any other Contract material to the Business or necessary for the operation of any Restaurant in the ordinary course of business consistent with past practices.

Except as set forth in Schedule 2.1(n), each Material Contract is in full force and effect and is valid and enforceable against the Sellers, and, to the Knowledge of the Seller Parties, the other party or parties thereto in accordance with its terms. Except as set forth in Schedule 2.1(n), the Sellers are in material compliance with all terms and requirements of each Material Contract and no material breach or default by the Sellers of any provision thereof, nor any condition or event that, with notice of lapse of time or both, would constitute such a breach or default, has occurred. Furthermore, except as set forth in Schedule 2.1(n), to the Seller Parties' Knowledge, no breach or default by any other party to any such Material Contract of any provision thereof, nor any condition or event that, with notice or lapse of time or both, would constitute such a breach or default, has occurred. Except as set forth in Schedule 2.1(n), the Seller Parties have not received any notice of any adverse modification, termination, cancellation or nonrenewal (but excluding expiration in accordance with its terms) of any such Material Contract and know of no intent to effect the same. The Seller Parties have delivered to the Buyer true, correct and complete copies of each written Material Contract.

(o) Employee Matters.

(i) Schedule 2.1(o)(i) sets forth an accurate and complete list of all of the employees of the Sellers involved in the operation of the Business (the "Employees") as of the date hereof, together with their respective location, date of hire, current annual base salary or wage, bonus payment for 2008, any bonus opportunity for 2009, and a description of the current employee benefits for such Employees. There is no labor strike, dispute, slowdown or stoppage actually pending or, to the Knowledge of the Sellers, threatened against the Sellers. The Sellers are not party to any collective bargaining Contracts. None of the Employees are members of or represented by any labor union and, to the Knowledge of the Sellers, there are no attempts of whatever kind and nature being made to organize any of such Employees.

(ii) Schedule 2.1(o)(ii) contains a true and complete list of each material Benefit Plan.

(iii) Each Benefit Plan or Employee Agreement has in all material respects been established and administered in accordance with its terms and in compliance with the applicable provisions of ERISA, the Code and all other applicable laws, rules and regulations.

(iv) None of the Sellers, nor any of their ERISA Affiliates sponsors, maintains, contributes to or has any Liability or obligation in respect of, or has in the past six years sponsored, maintained, contributed to or had any Liability or obligation in respect of, any defined benefit pension plan (as defined in Section 3(35) of ERISA) or plan subject to Section 412 of the Code or Section 302 of ERISA.

(v) With respect to each Benefit Plan or Employee Agreement, (A) no actions, liens, lawsuits, claims or complaints (other than routine claims for benefits) are pending or threatened and (B) no administrative investigation, audit

or other administrative proceeding by the Department of Labor, the Pension Benefit Guaranty Corporation ("PBGC"), the Internal Revenue Service or any other governmental agency is pending, threatened or in progress (including, without limitation, any routine requests for information from the PBGC).

(p) Intellectual Property. Schedule 2.1(p) lists, as of the date of this Agreement, all registered and/or applied for Intellectual Property and all material unregistered Intellectual Property used by the Sellers in the operation of the Restaurants. No Intellectual Property is required for the conduct of the Business as currently conducted other than such Intellectual Property granted pursuant to the Franchise Agreements. To the Knowledge of the Seller Parties, no third party has infringed, misappropriated or otherwise conflicted with any of the Intellectual Property.

(q) Fees. The Sellers have not paid or become obligated to pay any fee or commission to any broker or finder in connection with the transactions provided for herein or in connection with the negotiation thereof.

(r) Insurance. Set forth in Schedule 2.1(r) is a complete and accurate list of all policies of property, casualty, fire, liability, product liability, workers compensation, health and other forms of insurance presently in effect with respect to the Business. Schedule 2.1(r) includes, for each policy listed, the carrier, the policy number, the description of coverage, the limits of coverage, retention or deductible amounts, amount of annual premiums and date of expiration and any pending claims. All such polices currently in effect are valid, outstanding and enforceable policies.

(s) Affiliates' Relationships.

(i) Contracts With Affiliates. All leases, contracts, agreements, transactions or other arrangements (whether written or oral) between the Sellers and any Affiliate of the Sellers are listed on Schedule 2.1(s).

(ii) No Adverse Interests. Except as set forth in Schedule 2.1(s), no Affiliate of the Sellers or, to the Knowledge of the Seller Parties, any of their officers or directors has any direct or indirect interest in (A) any entity that does business with the Sellers, (B) any property, asset or right that is used by the Sellers in the conduct of the Business or (C) any customer or supplier of the Business.

(t) Disclosures. Nothing contained in this Agreement, any exhibit or schedule hereto, or any report, certificate or instrument furnished or to be furnished by the Seller Parties or their representatives to the Buyer or their counsel in connection with the transactions contemplated hereby, to the Knowledge of the Seller Parties, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they were made, not misleading.

2.2 Representations and Warranties of the Buyer. To induce the Seller Parties to enter into this Agreement, and acknowledging that the Seller Parties have relied upon the

representations and warranties contained herein, the Buyer makes the following representations and warranties to the Seller Parties, each of which is true and correct on the date hereof, which representations and warranties shall be unaffected by any investigation heretofore or hereafter made by the Seller Parties or any Knowledge of the Seller Parties:

(a) Due Organization and Power. The Buyer is duly organized and validly existing under the laws of its jurisdiction of organization. The Buyer has all requisite power to enter into this Agreement and the other documents and instruments to be executed and delivered by the Buyer pursuant hereto and to carry out the transactions contemplated hereby and thereby.

(b) Authority. The Buyer has full authority and power to enter into this Agreement and each agreement, document and instrument to be executed and delivered by the Buyer pursuant to this Agreement and to perform its obligations hereunder. The execution and delivery by the Buyer of this Agreement and the other documents and instruments to be executed and delivered by the Buyer pursuant hereto and the consummation by the Buyer of the transactions contemplated hereby and thereby have been duly authorized by the board of directors of the Buyer. No other act or proceeding on the part of the Buyer is necessary to authorize this Agreement or the other documents and instruments to be executed and delivered by the Buyer pursuant hereto or the consummation of the transactions contemplated hereby and thereby. This Agreement constitutes, and when executed and delivered, the other documents and instruments to be executed and delivered by the Buyer pursuant hereto will constitute, valid and binding obligations of the Buyer enforceable in accordance with their respective terms.

(c) Fees. Neither the Buyer nor any of its Affiliates has paid or become obligated to pay any fees or commissions to any broker or finder in connection with the transactions provided for herein or in connection with the negotiation thereof.

3. COVENANTS PRIOR TO CLOSING

3.1 Access to Information Concerning Properties and Records; Confidentiality. The Seller Parties shall, during the period commencing on the date of this Agreement and ending on the Closing Date, furnish or cause to be furnished to the Buyer and their representatives, at reasonable times and upon reasonable notice, (a) such access, during normal business hours, to the Restaurants and the Business as the Buyer from time to time reasonably requests with due regard to minimizing disruption of the conduct of the Business, and (b) such access to the books, records and other information and data of the Seller Parties as the Buyer from time to time reasonably request. Without limiting the generality of the foregoing, the Buyer shall have the right to perform environmental due diligence with respect to the Restaurants, including any Phase I environmental study or assessment, environmental compliance audits, and Phase II environmental investigations and occupational and health and safety reviews (the "Environmental Studies").

3.2 Conduct of Business Pending the Closing. From the date of this Agreement until the Closing Date, except as required or contemplated by the transactions contemplated by this Agreement or otherwise consented to by the Buyer in writing and subject to the terms and

conditions of the Management Agreement, the Seller Parties shall cause each of the following to occur:

(a) The Sellers shall operate the Business only in the usual, regular and ordinary manner, on a basis reasonably consistent with past practice;

(b) The Sellers shall keep the Business and properties intact, including the present operations, physical facilities, working conditions, and relationships with suppliers, customers, landlords and Employees;

(c) The Sellers shall not grant any increase in the compensation, salaries or wages payable to, or otherwise amend or supplement the employee benefits arrangements relating to, any Transferred Employees;

(d) The Seller Parties shall not issue or authorize the issuance of, or agree to issue or sell, any shares or units of its equity of any class;

(e) The Seller Parties shall not sell, lease, encumber or otherwise transfer or dispose of any of its properties or assets, except for the sale of inventory in the ordinary course of business; and

(f) The Seller Parties shall not make any change in their accounting methods.

3.3 Further Actions. The Seller Parties shall use commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, and to cooperate fully with each other with respect to, all things necessary, proper or advisable to consummate and make effective the transactions contemplated hereby, including using all commercially reasonable efforts to obtain all licenses, permits, consents, approvals, authorizations, qualifications and orders of Governmental Entities, and/or the Bankruptcy Court and parties to Contracts (including the Franchise Agreements) with the Seller Parties that are necessary for the consummation of the transactions contemplated hereby.

3.4 Notification. Prior to the Closing, the Seller Parties shall promptly notify the Buyer (in writing after the Seller Parties have notice thereof), and the Buyer shall promptly notify the Seller Parties (in writing after the Buyer has notice thereof), and keep each other Party advised, (i) as to any adverse development which causes or is reasonably likely to cause a breach of a representation, warranty or covenant made or given by such notifying Party hereunder, or (ii) as to any litigation or administrative proceeding pending and known to such Party or Parties or, to their actual knowledge, threatened against such Parties that challenges the transactions contemplated hereby or that affects or relates to the Acquired Assets in any manner; provided, however, that no such notification will, in and of itself, be deemed a waiver by the Party or Parties receiving such notice of any right such receiving Party(ies) may have hereunder with respect to the matter as to which notice is given, including the rights of such receiving Party(ies) under Sections 5 and/or 6 hereof.

4. ADDITIONAL COVENANTS

4.1 Bankruptcy Actions

(a) At all times during the bankruptcy process, the Sellers will comply with the Bankruptcy Code, Bankruptcy Rules and orders of the Bankruptcy Court. The Buyer understands that the Seller Parties will retain Blank Rome LLP as debtor's counsel (subject to a fee arrangement acceptable to Blank Rome LLP).

(b) The Buyer acknowledges that the Sellers shall file a motion concurrently with the commencement of the Bankruptcy Cases rejecting all land leases for restaurants operated by the Sellers that are not associated with the Restaurants and that the Sellers shall file a motion to reject any land lease associated with an Optional Restaurant with respect to which the option to include such Optional Restaurant in the transactions contemplated hereby pursuant to Section 1.4 is not exercised on or prior to the tenth (10^{th}) Business Day following the commencement of the Bankruptcy Cases. Prior to the Commencement of the Bankruptcy Cases, the Sellers intend to take such actions as are necessary to close, and to surrender the leased premises with respect to, (i) each Rally's restaurant operated by any Seller other than those listed on Schedule A hereto and (ii) each Optional Restaurant with respect to which the Buyer notifies the Sellers in writing, prior to the commencement of the Bankruptcy Cases, that the Buyer will not be exercising its option to include such Optional Restaurant in the transaction contemplated hereby pursuant to Section 1.4.

(c) The Sellers shall continue to perform all of their obligations under the Management Agreement through the Closing. The Sellers shall retain the services of Annette Masdal as Director of Administration through Closing. The Sellers further consent to the Buyer contacting lenders, landlords, vendors and similar parties related to the Restaurants and agree to facilitate such communications as may be requested by the Buyer.

(d) Within three (3) Business Days following the commencement of the Bankruptcy Cases, the Sellers shall file the Sale Motion and the Sale Procedures Motion with the Bankruptcy Court seeking entry of the Sale Procedures Order and the Sale Order. The Sellers shall use their commercially reasonable efforts to obtain, and shall refrain from knowingly taking any action that would be likely to delay, prevent, impede or result in the entry of, or the revocation of entry of, the Sale Procedures Order and the Sale Order. The Sellers shall use their best efforts to obtain the entry by the Bankruptcy Court of (i) the Sale Procedures Order within thirty (30) days following the commencement of the Bankruptcy Cases, and (ii) the Sale Order within thirty (30) days of the entry of the Sale Procedures Order. In the event that a Person seeks a stay of the Sale Procedures Order or the Sale Order or any other order of the Bankruptcy Court relating to this Agreement or agreement related thereto, the Sellers and the Buyer will cooperate in taking such steps to diligently defend against such requested stay and the Sellers and the Buyer shall use their best efforts to obtain an expedited resolution of any such requested stay.

(e) The Sellers shall provide the Buyer with a reasonable opportunity to review and comment upon the Sale Motion, the Sale Procedures Motion, the Sale Procedures Order and the Sale Order (including Notices to interested parties) prior to the

filing thereof in the Bankruptcy Cases. The Sale Procedures Order shall include the following:

(i) each bidder may bid on all of the Acquired Assets or on only the Acquired Textron Assets;

(ii) each bidder shall demonstrate its financial capacity to fulfill the terms of its bid;

(iii) no party submitting any other offer to purchase Acquired Assets shall be entitled to any expense reimbursement, breakup or termination or similar fee or payment;

(iv) as part of any bid, each bidder shall submit a copy of this form of Agreement marked to show changes, along with any other bid package requirements to the Sellers, and place into escrow a cash deposit of no less than the amount of the Deposit (or if bidding on only the Acquired Textron Assets, the amount of the Textron Deposit);

(v) any bid shall provide for the cure of any and all outstanding defaults (including the matters listed on Schedule 4.1), and the payment of all amounts due and payable, under the Franchise Agreements, such bidder shall be required to provide the payments contemplated by Section 1.9 in accordance with the provisions of such Section, and such bidder shall obtain all of the consents necessary for the consummation of an Alternative Transaction (as hereinafter defined), or, if applicable, the acquisition of only the Acquired Textron Assets, including, in the case of an Alternative Transaction, the consent of Checkers to any assignment of the Franchise Agreements in connection with such Alternative Transaction;

(vi) a bid will not be considered by the Sellers as qualified for the auction unless such bid is for more than an amount equal to the aggregate sum of (1) $5,300,000 (or $300,000 if bidding only for the Acquired Textron Assets), (2) $250,000 (or $14,000 if bidding only for the Acquired Textron Assets), and any subsequent overbid thereafter must be higher than the then existing lead bid in increments of not less than $50,000 (or $2,800 if bidding only for the Acquired Textron Assets) in cash;

(vii) the Sellers shall provide the Buyer with a copy of all qualified bids at least two (2) full Business Days prior to the auction;

(viii) the Sellers shall notify the Buyer of any requests for non-public information regarding the Business and shall promptly provide the Buyer with any information provided to any other bidder;

(ix) the auction will be held no later than two (2) Business Days prior to the hearing seeking entry of the Sale Order; and

(x) at the auction, the Buyer shall have the right to submit further bids along with a markup of this Agreement.

All motions (including the Sale Procedures Motion and the Sale Motion), applications and related pleadings prepared by the Sellers that relate (directly or indirectly) to the transactions contemplated by this Agreement (including forms of orders, notices to interested parties, and any "settlement motions") to be filed on behalf of the Sellers after the date of this Agreement must be acceptable in form and substance to the Buyer, in its reasonable discretion.

(f) The Sellers shall provide notice of the proposed sale of the Acquired Assets in such manner as is required by the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and Local Rules of the Bankruptcy Court and other applicable law, and such notice shall be provided to all parties entitled to receive notice of the sale, including, but not limited to, the Sellers' creditors, counsel to the Sellers' Official Committee of Unsecured Creditors, all parties who have filed a notice of appearance pursuant to Federal Rule of Bankruptcy Procedure 2002, all parties who have asserted Claims, Liens, or other interests in or against the Acquired Assets, all parties to the Assumed Contracts, the Real Property Leases, the Franchise Agreements, the Management Agreement and the Employment Agreements, and the United States Trustee.

4.2 Cure Costs. To the extent required and subject to the applicable limitations set forth in the Bankruptcy Code, and as may be provided in any order of the Bankruptcy Court, the Buyer shall cure any default under any Real Property Lease, any Franchise Agreement, any Assumed Contract or the Management Agreement, in each case to the extent necessary to permit the assumption and assignment of such agreement as contemplated by this Agreement, in accordance with Section 365 of the Bankruptcy Code.

4.3 Tax Matters. Personal property Taxes relating to the Acquired Assets shall be pro rated as of the Closing Date (based on estimates, if necessary), with the Sellers liable to the extent such items relate to any time period (or portion thereof) up to and including the Closing Date ("Pre-Closing personal property Taxes") and the Buyer liable to the extent such items relate to periods (or any portion thereof) subsequent to the Closing Date. Because such personal property Taxes involve a period that begins before and ends after the Closing Date (a "Straddle Period"), such Pre-Closing personal property Taxes shall be calculated by multiplying the amount of such Taxes for the entire Straddle Period by a fraction, the numerator of which is the number of days in the Straddle Period from the first day of the Straddle Period through and including the Closing Date, and the denominator of which is the number of days in the entire Straddle Period. The Buyer shall furnish the Sellers with such documents and other records as the Sellers reasonably request to confirm such proration calculations.

4.4 Access to Books and Records. For a period of seven (7) years following the Closing, the Buyer shall afford the Sellers and their representatives reasonable access during normal business hours to the Books and Records solely for the purposes of (a) the preparation and documentation of any tax returns and other financial reporting and (b) the preparation of the Bankruptcy Cases. The Buyer shall not charge the Sellers and their representatives any fee to

access the Books and Records for the purposes described in clause (a) or (b) above; provided that, the Sellers shall reimburse the Buyer and its Affiliates for any out-of-pocket costs and expenses incurred by the Buyer and its Affiliates in connection with providing such access. The Buyer will, to the extent reasonably requested by the Sellers, permit the Sellers to retain such Books and Records as do not relate to and are not necessary for the ongoing operation of the Business and are necessary for the purposes described in clause (a) or (b) above; provided that, the Buyer shall be entitled to make copies of any such retained Books and Records and such retained Books and Records shall be returned to the possession of the Buyer prior to the conclusion of the Bankruptcy Cases.

4.5 Employee Matters.

(a) General. The Buyer, in its sole discretion, may offer employment to none, some or all of the Employees, to become effective on or after the Closing Date, on such terms and conditions as determined by the Buyer in its sole discretion. The Employees who are offered, in connection with the transactions contemplated by this Agreement, and accept employment with the Buyer on or after the Closing Date shall cease their employment status with the Sellers as of the Closing Date (or subsequent date if applicable) and simultaneously therewith shall become a "Transferred Employee." The Sellers shall take whatever action is necessary or appropriate to terminate, as of the Closing Date (or such later date on which an Employee becomes a Transferred Employee), the participation of such Transferred Employee in any Benefit Plan or Employee Agreement.

(b) Further Assurances Regarding Benefit Plans. Before and following the Closing, the Sellers shall make themselves and their representatives reasonably available in assisting the Buyer in transitioning the Transferred Employees to any employee benefit plan of the Buyer and shall assist the Buyer as may be reasonably requested by the Buyer in connection with such transition including, but not limited to, facilitating discussions with current fiduciaries, service providers, third-party administrators, brokers or insurers, with respect to matters involving the establishment or maintenance of a benefit plan adopted as a result of this Agreement.

(c) No Third Party Beneficiaries. Nothing herein, express or implied, is intended to confer on any active or retired employee of the Sellers or his or her legal or other representatives or beneficiaries any rights or remedies of any nature or kind whatsoever under or by reason of this Agreement including any right to continued employment or to any severance or other benefits from the Sellers, the Buyer, or any of their respective ERISA Affiliates.

(d) Required Notice. The Sellers shall provide any plant closing notices as required under federal, state, local or foreign Law (including the Worker Adjustment Retraining Notification Act of 1988, as amended) as a result of the transactions contemplated hereby, and shall be solely responsible for any liability arising under federal, state, local or foreign plant closing laws as a result of the transactions contemplated hereby.

(e) Certain Covered Employees. The Sellers shall continue to provide coverage under a Benefit Plan to any employee of the Sellers who is not actively at work on the Closing Date because such employee is on a leave of absence in accordance with the terms of such Benefit Plan and any applicable policy or procedure until the earlier of such time as (i) such employee becomes a Transferred Employee as provided in Section 4.5(a), (ii) such employee's employment is terminated, or (iii) the termination of such leave of absence. In addition, the Sellers shall be solely responsible for the payments and liabilities relating to any employee or former employee of any of the Sellers (including Transferred Employees) due to any event or occurrence that occurs on or prior to the Closing Date.

4.6 Further Assurances. Each Party agrees that from time to time after the Closing Date, upon request of another Party and without further consideration, each Party shall execute and deliver to the requesting Party such documents and take such action as the requesting Party reasonably requests to consummate more effectively the intent and purpose of the Parties under this Agreement and the transactions contemplated hereby.

4.7 Confidentiality.

(a) Confidentiality. The Seller Parties agree that, at any time subsequent to the date of this Agreement, none of the Seller Parties or any of their Affiliates will, directly or indirectly, use any Confidential Information for any purpose, or disclose any Confidential Information to any person other than the Buyer or its Affiliates, except in each case to the extent necessary to comply with the terms of any agreement between the Seller Parties or any of their Affiliates on the one hand and the Buyer or any of its Affiliates on the other hand or to comply with a request by the Buyer. Notwithstanding the foregoing, the Seller Parties and their Affiliates may disclose the Confidential Information at such times, in such manner and to the extent such disclosure may be required by applicable law, provided that, the Seller Parties provide the Buyer with prior written notice of such disclosure so as to permit such other party to seek a protective order or other appropriate remedy and limits such disclosure to what is strictly required.

(b) Remedies. The Seller Parties agree that (i) any breach by the Seller Parties or any of their Affiliates of the provisions of Section 4.7(a) may result in irreparable injury to the Buyer for which a remedy at law may be inadequate, and (ii) in addition to any relief at law that may be available to the Buyer for such breach and regardless of any other provision contained in this Agreement, the Buyer shall be entitled to such injunctive and other equitable relief as a court may grant in respect of such breach.

5. CONDITIONS PRECEDENT TO THE BUYER'S OBLIGATIONS

The obligation of the Buyer to consummate the transactions contemplated by this Agreement on the Closing Date is subject to the satisfaction (or written waiver by the Buyer) prior to or at the Closing Date of each of the following conditions:

5.1 Sale Procedures Order and Sale Order. The Bankruptcy Court shall have entered the Sale Procedures Order and the Sale Order and there shall be a final, non-appealable, fully enforceable order that shall not have been stayed, modified, amended, dissolved, revoked or rescinded without the Buyer's consent.

5.2 Accuracy of Representations and Warranties. Each of the representations and warranties of the Seller Parties made in this Agreement that is qualified by references to "material", "Material Adverse Effect" or any other materiality qualifications shall be true and correct in all respects as of the date of this Agreement and shall be true and correct in all respects at and as of the Closing Date as though such representations and warranties were made or given on and as of the Closing Date (except with respect to representations and warranties that speak to a specific date or time, in which case, as of such date or time) and each of such representations and warranties that is not qualified by references to "material", "Material Adverse Effect" or other materiality qualifications shall be true and correct in all material respects as of the date of this Agreement and shall be true and correct in all material respects at and as of the Closing Date as though such representations and warranties were made or given on and as of the Closing Date (except with respect to representations and warranties that speak to a specific date or time, in which case, as of such date or time); and the Seller Parties shall have delivered to the Buyer a certificate dated the Closing Date and executed by an authorized officer of each of the Seller Parties confirming the foregoing.

5.3 Performance of Obligations. The Seller Parties shall have in all respects performed and complied with their agreements and obligations under this Agreement that are to be performed or complied with by the Seller Parties prior to or on the Closing Date and the Sellers shall have delivered to the Buyer a certificate dated the Closing Date and executed by an authorized officer of each of the Seller Parties confirming the foregoing.

5.4 No Injunction, Etc. No preliminary or permanent injunction or other Order issued by any Governmental Entity or other legal restraint or prohibition that restrains, enjoins or otherwise prohibits the transactions contemplated hereby shall be in effect.

5.5 Delivery of Documents. The Sellers shall have delivered, or caused to have been delivered, to the Buyer the documents described in Section 8.2.

5.6 Tax Liens. The Buyer shall be satisfied that no tax lien has or is reasonably likely in the future to attach to any of the Acquired Assets.

5.7 Required Consents. Checkers shall have consented to the assumption and assignment of the Franchise Agreements, and except to the extent not required pursuant to the Sale Procedures Order or the Sale Order, the other consents from third parties with respect to the Contracts listed on Schedule 5.7 shall have been obtained.

5.8 Minimum Inventory Levels. Each Restaurant (other than any Excluded Restaurant) shall have the appropriate level and mix of Merchandise Inventory which will allow each such Restaurant to open and operate after the Closing in the ordinary course consistent with past practice.

5.9 Government Consents; Permits. There shall have been obtained at or prior to the Closing Date transfers of such Permits required for the conduct of the Business as currently conducted by the Sellers, or if necessary, the Buyer shall have obtained such material licenses or permits on a de novo basis.

5.10 Material Adverse Effect. With respect to the Sellers, the Business, the Restaurants (other than any Excluded Restaurant) or the Acquired Assets, no Material Adverse Effect shall have occurred.

6. CONDITIONS PRECEDENT TO THE SELLER PARTIES' OBLIGATIONS

The obligation of the Seller Parties to consummate the transactions contemplated by this Agreement on the Closing Date is subject to the satisfaction (or written waiver by the Seller Parties) prior to or at the Closing Date of each of the following conditions:

6.1 Sale Procedures Order and Sale Order. The Bankruptcy Court shall have entered the Sale Procedures Order and the Sale Order and there shall be a final, non-appealable, fully enforceable order that shall not have been stayed, modified, amended, dissolved, revoked or rescinded without Sellers' consent.

6.2 Accuracy of Representations and Warranties. Each of the representations and warranties of the Buyer made in this Agreement that is qualified by references to "material", "Material Adverse Effect" or other materiality qualifications shall be true and correct in all respects as of the date of this Agreement and shall be true and correct in all respects at and as of the Closing Date as though such representations and warranties were made or given on and as of the Closing Date (except with respect to representations and warranties that speak to a specific date or time, in which case, as of such date or time), and each of such representations and warranties that is not qualified by references to "material", "Material Adverse Effect" or other materiality qualifications shall be true and correct in all material respects as of the date of this Agreement and shall be true and correct in all material respects at and as of the Closing Date as though such representations and warranties were made or given on and as of the Closing Date (except with respect to representations and warranties that speak to a specific date or time, in which case, as of such date or time); and the Buyer shall have delivered to the Seller Parties a certificate dated the Closing Date and signed by an authorized officer of the Buyer confirming the foregoing.

6.3 Performance of Obligations. The Buyer shall have in all material respects performed and complied with their agreements and obligations under this Agreement that are to be performed or complied with by the Buyer prior to or on the Closing Date and the Buyer shall have delivered to the Sellers a certificate dated the Closing Date and executed by an authorized officer of the Buyer confirming the foregoing.

6.4 No Injunction, Etc. No preliminary or permanent injunction or other Order issued by any Governmental Entity or other legal restraint or prohibition that restrains, enjoins or otherwise prohibits the transactions contemplated hereby shall be in effect.

6.5 Delivery of Distribution and Documents. The Buyer shall have delivered, or caused to have been delivered the documents described in Section 8.3.

7. [RESERVED]

8. CLOSING

8.1 Closing Date. Unless this Agreement shall have been terminated and the transactions contemplated hereby shall have been abandoned pursuant to Section 9.1, and provided that, the conditions to the Closing set forth in Article 5 and Article 6 are satisfied or waived (other than those conditions that are by their nature to be satisfied at Closing, but subject to the satisfaction or waiver of such conditions), the Parties agree to close the transactions contemplated hereby (the "Closing") at the offices of Blank Rome LLP located at 405 Lexington Avenue, New York, NY 10174, no later than three (3) Business Days following such satisfaction or waiver of such conditions. The actual date of the Closing is referred to in this Agreement as the "Closing Date."

8.2 Items to be Delivered by the Sellers. At the Closing, the Sellers shall deliver to the Buyer the following documents, in each case duly executed or otherwise in proper form:

(a) An executed Bill of Sale, Assignment and Assumption Agreement in the form attached hereto as Exhibit A for the Acquired Assets (the "Bill of Sale, Assignment and Assumption Agreement");

(b) An executed Assignment and Assumption of the Real Property Leases in the form attached hereto as Exhibit B (the "Real Property Leases Assignment");

(c) A certificate of an authorized officer of each Seller Party certifying (i) the resolutions adopted by the managers and members, authorizing such Seller Party to consummate all of the transactions contemplated hereby (including the sale of substantially all of the Sellers' assets), (ii) the names of the officers of each Seller Party authorized to sign this Agreement and the other documents, instruments or certificates to be delivered pursuant to this Agreement by the Seller Parties or any of their officers, together with the true signatures of such officers, and (iii) to the matters set forth in Sections 5.2 and 5.3;

(d) The Books and Records of the Sellers pursuant to Section 1.1(g) hereof;

(e) All consents of any third parties or Governmental Entities required for the assignment and transfer of any Acquired Assets (including the Franchise Agreements and the consents required by Section 5.7); and

(f) Such other specific instruments of transfer, conveyance and assignment as the Buyer may reasonably request.

8.3 Items to be Delivered by the Buyer. At the Closing, the Buyer shall deliver to the Sellers the following documents, in each case duly executed or otherwise in proper form:

(a) The Bill of Sale, Assignment and Assumption Agreement executed by the Buyer;

(b) The Real Property Leases Assignment executed by the Buyer; and

(c) A certificate of an authorized officer of the Buyer certifying (i) the resolutions adopted by the board of directors of the Buyer authorizing the Buyer to consummate all of the transactions contemplated hereby, (ii) the names of the officers of the Buyer authorized to sign this Agreement and the other documents, instruments or certificates to be delivered pursuant to this Agreement by the Buyer or any of its officers, together with the true signatures of such officers, and (iii) to the matters set forth in Sections 6.2 and 6.3.

9. TERMINATION

9.1 General. This Agreement may be terminated, and the transactions contemplated hereby may be abandoned, only as follows:

(a) By the written agreement of the Seller Parties and the Buyer;

(b) By the Seller Parties or the Buyer, upon written notice to the other, if the Closing shall not have occurred on or prior to four (4) months from the date of this Agreement (the "Termination Date"); provided that, neither Party may terminate this Agreement pursuant to this Section 9.1(b) if such Party seeking termination is in material breach of any of its representations, warranties, agreements or covenants contained in this Agreement, including such Party's failure to satisfy any condition to the Closing that is solely within the control of such Party and such breach has prevented or materially delayed the consummation of the transactions contemplated by this Agreement;

(c) By the Seller Parties or the Buyer if any Governmental Entity shall have enacted, issued, promulgated, enforced or entered any Law or Order, or refused to grant any required consent or approval, that has the effect of making the consummation of the transactions contemplated hereby illegal or that otherwise prohibits consummation of such transactions;

(d) By written notice of the Seller Parties or the Buyer if the Bankruptcy Court does not enter a Sale Order approving this Agreement and/or the Bankruptcy Court enters an Order approving an Alternative Transaction (as defined in Section 9.2 below);

(e) By written notice of the Buyer (if it is not in material breach of its representations, warranties, agreements or covenants under this Agreement so as to cause any of the conditions set forth in Section 6.2 or 6.3 not to be satisfied) to the Seller Parties, if there has been a material violation, breach or inaccuracy of any representation, warranty, agreement or covenant of the Seller Parties under this Agreement, which violation, breach or inaccuracy would cause any of the conditions set forth in Section 5.2, 5.3 or 5.10 not to be satisfied, and such violation, breach or inaccuracy has not been waived by the Buyer or cured by the Seller Parties, as applicable, within twenty (20) Business Days after receipt by the Seller Parties of written notice thereof from the Buyer or is not reasonably capable of being cured prior to the Termination Date;

(f) By written notice of the Seller Parties (if no Seller Party or group of Seller Parties is in material breach of such Seller Party or Seller Parties' representations, warranties, agreements or covenants under this Agreement so as to cause any of the conditions set forth in Section 5.2 or 5.3 not to be satisfied) to the Buyer, if there has been a material violation, breach or inaccuracy of any representation, warranty, agreement or covenant of the Buyer under this Agreement, which violation, breach or inaccuracy would cause any of the conditions set forth in Section 6.2 or 6.3 not to be satisfied, and such violation, breach or inaccuracy has not been waived by the Seller Parties or cured by the Buyer, as applicable, within twenty (20) Business Days after receipt by the Buyer of written notice thereof from the Seller Parties or is not reasonably capable of being cured prior to the Termination Date; or

(g) by written notice of the Buyer if the process contemplated by the Sale Procedures Order results in a successful bid for the Acquired Textron Assets by a purchaser other than the Buyer.

9.2 Alternative Transaction Fee. The Seller Parties acknowledge and agree that the Buyer has expended and will continue to expend considerable time and expense in connection with this Agreement and the identification and quantification of assets of the Sellers. In consideration thereof, immediately upon the closing of a transaction that has been approved by the Bankruptcy Court (other than a transaction consisting solely of the sale of the Acquired Textron Assets) in which any of the Seller Parties sell, transfer or otherwise dispose directly or indirectly, including through an asset sale, stock sale, merger or similar transaction, all or substantially all or a material portion of the Acquired Assets to a party other than the Buyer (an "Alternative Transaction"), the Seller Parties shall promptly pay to the Buyer cash in the amount of $200,000 as liquidated damages (the "Alternative Transaction Fee"); provided, however, that the Alternative Transaction Fee shall not be paid if this Agreement is terminated: (i) by the Seller Parties or the Buyer pursuant to Section 9.1(a), (ii) by the Buyer pursuant to Section 9.1(b), (iii) by the Buyer pursuant to Section 9.1(c) or (iv) by the Seller Parties pursuant to Section 9.1(f).

9.3 Post-Termination Obligations; Deliverables. To terminate this Agreement as provided in subclauses (b), (c), (d), (e), (f) or (g) of Section 9.1, the terminating Party shall provide the other Party with written notice of its election to terminate this Agreement.

9.4 No Liabilities in Event of Termination. If this Agreement is terminated as provided in Section 9.1, then this Agreement shall forthwith become wholly void and of no further force and effect, and there shall be no liability under this Agreement on the part of the Buyer or the Seller Parties, except that the respective right, obligations of the Buyer or the Seller Parties, as the case may be, under Sections 9.2, 9.3, this 9.4 and 10.1 (and any other Section that by its terms is expressly contemplated to survive termination of this Agreement) shall remain in full force and effect; provided that, except as provided in Section 9.5, termination shall not relieve any party of liability for any willful breach of this Agreement or for fraud.

9.5 Deposit. If the Parties proceed to Closing, the Deposit shall be released to the Sellers as part payment of the Purchase Price as referred to in Section 1.5(a). Notwithstanding Section 9.4, the Buyer shall forfeit the Deposit only if this Agreement is terminated in accordance with Section 9.1(f). If this Agreement is terminated for any other reason, then the

Sellers shall cause their counsel to promptly return the Deposit to the Buyer. Notwithstanding anything to the contrary in this Agreement, the forfeiture of the Deposit by the Buyer to the Sellers shall be the Seller Parties' sole and exclusive remedy against the Buyer, its Affiliates and its and its Affiliates' respective equity holders, members, managers, directors, officers and agents, and the successors, assigns, administrators and representatives of such Persons (collectively, the "Buyer Release Parties") for any breach or failure to perform by Buyer of any of its representations, warranties, covenants or agreements contained in this Agreement. Upon such forfeiture, no Person shall have any rights or claims against any of the foregoing Persons under this Agreement, whether at law or equity, in contract, in tort or otherwise, including on account of punitive damages, and none of the foregoing Persons shall have any further liability or obligation relating to or arising out of this Agreement or the transactions contemplated by this Agreement.

9.6 Mutual Release.

(a) Effective upon, and conditioned upon the occurrence of the Closing, each of the Seller Parties, for themselves and on behalf of their Affiliates and their and their Affiliates' respective equity holders, members, managers, directors, officers and agents, and the successors, assigns, administrators and representatives of such Persons (collectively, the "Seller Release Parties"), hereby irrevocably and unconditionally releases and forever discharges the Buyer Release Parties from all actions, causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, claims and demands whatsoever, known or unknown, suspected or unsuspected, that the Seller Release Parties ever had, now have or may hereafter have against the Buyer Release Parties, in each case solely to the extent relating to the Business, but excluding any rights or claims arising under this Agreement or any agreement, document or instrument executed in connection with this Agreement, or the transactions contemplated hereby (including the Employment Agreements solely as they relate to Leonard Levitsky and Annette Masdal and not the Seller Parties).

(b) Effective upon, and conditioned upon the occurrence of the Closing, the Buyer, for itself and on behalf of the other Buyer Release Parties, hereby irrevocably and unconditionally releases and forever discharges the Seller Release Parties from all actions, causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, claims and demands whatsoever, known or unknown, suspected or unsuspected, that the Buyer Release Parties ever had, now have or may hereafter have against the Seller Release Parties, in each case solely to the extent relating to the Business, but excluding any rights or claims arising under this Agreement or any agreement, document or instrument executed in connection with this Agreement or the transactions contemplated hereby (including the Employment Agreements solely as they relate to Leonard Levitsky and Annette Masdal and not the Seller Parties).

10. MISCELLANEOUS

10.1 Publicity. The Buyer and the Seller Parties agree that, from and after the date of this Agreement, no public release, written statement or announcement concerning the transactions contemplated hereby shall be issued or made without the prior written consent of the

Parties (which consent shall not be unreasonably withheld, delayed or conditioned). Notwithstanding the foregoing, any Party may issue a press release at the time of the signing of this Agreement and on the Closing Date; provided that, the releasing Party shall allow the other Party reasonable time to comment on such release in advance of, and approve, such issuance (which approval shall not be unreasonably withheld, delayed or conditioned).

10.2 Assignment. Except to the extent otherwise expressly set forth in this Agreement, no Party shall assign, transfer or encumber this Agreement, or its rights or obligations hereunder, in whole or in part, voluntarily or by operation of law, without the prior written consent of the other Party, and any attempted assignment, transfer or encumbrance without such consent shall be void and without effect, except that (i) the Seller Parties may assign their rights and interests hereunder to a trustee appointed under Chapter 11 or Chapter 7 of the Bankruptcy Code, and (ii) the Buyer may assign its rights and interests hereunder to one or more Affiliates, without the Sellers Parties' consent. Without limiting the foregoing, the Buyer may assign all of its rights and obligations hereunder to Checkers, either before or after the Closing, without the Seller Parties' consent. The Parties agree that the terms of this Agreement shall be binding upon any subsequent trustee appointed under Chapter 11 or Chapter 7 of the Bankruptcy Code.

10.3 Parties in Interest. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective permitted successors and permitted assigns.

10.4 Amendment. No modifications, amendments or supplements to this Agreement or the Schedules (except pursuant to Sections 1.1(b), 1.1(d) or 1.4) or Exhibits hereto shall be valid and binding unless set forth in a written agreement executed and delivered by the Parties.

10.5 Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless set forth in a written instrument executed and delivered by the Party so waiving. Except as provided in the preceding sentence, no action taken pursuant to this Agreement shall be deemed to constitute a waiver by the Party taking such action of compliance with any representations, warranties, covenants or agreements contained in this Agreement and in any documents delivered or to be delivered pursuant to this Agreement and in connection with the Closing under this Agreement. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

10.6 Notice. All notices, requests, demands and other communications under this Agreement shall be given in writing and shall be personally delivered; sent by telecopier or facsimile transmission to the number below; or sent to the Parties at their respective addresses indicated below by registered or certified U.S. mail, return receipt requested and postage prepaid, or by private overnight mail courier service, as follows:

TO THE BUYER:

c/o Wellspring Capital Management LLC
Lever House
390 Park Avenue
New York, NY 10022
Attn.: Carl M. Stanton
Tel: (212) 318-9800
Fax: (212) 318-9810

With a copy (which shall not constitute notice) to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Attn.: Kelley A. Cornish, Esq.
Steven J. Williams, Esq.
Tel: (212) 373-3000
Fax: (212) 757-3990

TO THE SELLER PARTIES:

c/o Alset Owners, LLC
1200 North Federal Highway, Suite 111-B
Boca Raton, FL 33432-2813
Attn.: Leonard Levitsky
Tel: (561) 347-2200
Fax: (561) 347-2842

With a copy (which shall not constitute notice) to:

Blank Rome LLP
The Chrysler Building
405 Lexington Avenue
New York, NY 10174-0208
Attn.: Michael Z. Brownstein, Esq.
George N. Abrahams, Esq.
Tel: (212) 885-5000
Fax: (212) 885-5001

or to such other person or address as any Party shall have specified by notice in writing to the other Party. If personally delivered, then such communication shall be deemed delivered upon actual receipt; if sent by telecopier or facsimile transmission, then such communication shall be deemed delivered the day of the transmission or, if the transmission is not made on a Business Day, the first Business Day after transmission (and sender shall bear the burden of proof of delivery); if sent by overnight courier, then such communication shall be deemed delivered upon receipt; and if sent by U.S. mail, then such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal.

10.7 Expenses. Except to the extent otherwise expressly set forth in this Agreement and regardless of whether or not the transactions contemplated hereby are consummated, all expenses incurred by the Parties in connection with the transaction contemplated by this Agreement, including, but not limited to legal and accounting fees, shall be borne solely and entirely by the Party that has incurred such expenses.

10.8 Section Headings; Table of Contents. The Section headings contained in this Agreement and the Table of Contents to this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

10.9 Severability. If any provision of this Agreement shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, then such provisions shall be construed so that the remaining provisions of this Agreement shall not be affected, but shall remain in full force and effect, and any such illegal, void or unenforceable provisions shall be deemed, without further action on the part of any person or entity, to be modified, amended and/or limited, but only to the extent necessary to render the same valid and enforceable in the applicable jurisdiction.

10.10 No Strict Construction. Notwithstanding the fact that this Agreement has been drafted or prepared by one of the Parties, each Party confirms that both it and its counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the Parties. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

10.11 Governing Law; Jurisdiction; Venue; Waiver of Jury Trial. The Parties hereto agree that this Agreement shall be governed by the Laws of the State of New York, and to the extent applicable, the Bankruptcy Code. While the Sellers' Bankruptcy Case is pending, the Parties irrevocably and unconditionally consent to submit to the jurisdiction of the Bankruptcy Court for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby (and agree not to commence any litigation relating thereto except in the Bankruptcy Court). In the event the Bankruptcy Court does not have jurisdiction over a particular claim, cause of action, suit or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby, the Parties hereto irrevocably and unconditionally submit to the exclusive jurisdiction of any Federal court sitting in the Southern District of New York over any suit, action or proceeding arising out of or relating to this Agreement. To the extent federal jurisdiction is lacking for any particular claim, the Parties hereto will accept the jurisdiction of any State court sitting in the State of New York located in the Borough of Manhattan, New York City. Without limitation of other means of service, the Parties hereto agree that service of any process, summons, notice or document with respect to any action, suit or proceeding may be served on it in accordance with the notice provisions set forth in Section 10.6. The Parties hereto irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. The Parties hereto each agrees that a final judgment in any such suit, action or proceeding brought in an appropriate court pursuant to this Section 10.11 shall be conclusive and binding upon the Parties hereto, as the case may be, and may be enforced in any other courts to whose jurisdiction the Parties hereto, as the case may be, is or may be subject, by suit upon such judgment. The Parties hereby waive their respective rights to a trial by jury of any claim or cause of action arising out of or relating to the Buyer's investigation of the Seller Parties, the Business, the Acquired Assets, this Agreement, the negotiation and execution of this Agreement or any Contract entered into pursuant hereto (except to the extent otherwise expressly set forth therein) or the performance by the Parties of its or their terms in any suit, action or proceeding of any type brought by one Party against the other, regardless of the basis of the claim.

10.12 Entire Agreement. This Agreement, together with the Schedules and Exhibits hereto and thereto constitute the entire agreement between the Parties, and supersede all prior

agreements and understandings, oral and written, between the Parties, with respect to the subject matter hereof; there are no conditions to this Agreement that are not expressly stated in this Agreement.

10.13 Counterparts. This Agreement may be executed by facsimile signatures and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.14 Definitions. For purposes of this Agreement, the term:

"Acquired Actions" shall have the meaning set forth in Section 1.1(p).

"Acquired Assets" shall have the meaning set forth in Section 1.1.

"Acquired Specified Assets" shall have the meaning set forth in Section 1.1.

"Acquired Textron Assets" shall have the meaning set forth in Section 1.1.

"Affiliate" shall mean with respect to any person, any person which or who directly or indirectly controls, is controlled by, or is under common control with such person. (For purposes of this definition, "control" will be inferred conclusively from power to vote more than fifty percent (50%) of the voting shares or comparable voting interests).

"Agreement" shall have the meaning set forth in the preamble of this Agreement.

"Allocation" shall have the meaning set forth in Section 1.6.

"Alternative Transaction" shall have the meaning set forth in Section 9.2.

"Alternative Transaction Fee" shall have the meaning set forth in Section 9.2.

"Alset Owners, LLC" shall have the meaning set forth in the preamble of this Agreement.

"ALTES" shall have the meaning set forth in the preamble of this Agreement.

"ALTES MI" shall have the meaning set forth in the preamble of this Agreement.

"Assumed Contracts" shall have the meaning set forth in Section 1.1(b).

"Assumed Liabilities" shall have the meaning set forth in Section 1.3(a).

"Bankruptcy Case" shall have the meaning set forth in the recitals of this Agreement.

"Bankruptcy Code" shall have the meaning set forth in the recitals of this Agreement.

"Bankruptcy Court" shall have the meaning set forth in the recitals of this Agreement.

"Benefit Plans" shall mean each plan, program, policy, payroll practice, contract, agreement or other arrangement, or commitment therefor, providing for compensation, severance,

termination pay, performance awards, share or share-related awards, fringe benefits or other employee benefits of any kind, whether formal or informal, funded or unfunded, written or oral, and whether or not legally binding, which is now sponsored, maintained, contributed to or required to be contributed to by the Sellers, including but not limited to, any "employee benefit plan" within the meaning of ERISA Section 3(3), but excluding any de minimis fringe benefits.

"Bill of Sale, Assignment and Assumption Agreement" shall have the meaning set forth in Section 8.2(a).

"Books and Records" shall have the meaning set forth in Section 1.1(g).

"Business" shall have the meaning set forth in the recitals of this Agreement.

"Business Day" shall mean any day other than Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by Law to be closed.

"Buyer" shall have the meaning set forth in the preamble of this Agreement.

"Buyer Release Parties" shall have the meaning set forth in Section 9.5.

"CERCLA" shall mean the federal Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., as amended.

"Checkers" shall mean Checkers Drive-In Restaurants, Inc., a Delaware corporation.

"Claim" shall have the meaning of a claim (as defined in Section 101(5) of the Bankruptcy Code) against a Seller.

"Closing" shall have the meaning set forth in Section 8.1.

"Closing Cash" shall have the meaning set forth in Section 1.9(a).

"Closing Date" shall have the meaning set forth in Section 8.1.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

"Confidential Information" shall mean all ideas, information, knowledge and discoveries that are not generally known in the trade or industry and about which the Seller Parties have Knowledge solely as a result of their participation in, or beneficial ownership of, the Business. Notwithstanding the foregoing, "Confidential Information" shall not mean or include any idea, information, Knowledge or discovery that is or becomes generally available to the public other than as a result of a disclosure by the Seller Parties after the Closing Date.

"Contract" shall mean any indenture, mortgage, deed of trust, lease, licensing agreement, contract, instrument or other agreement.

"Deposit" shall have the meaning set forth in Section 1.5(a).

"Disposal" shall have the meaning as set forth in CERCLA.

"Employee Agreement" shall mean any management, employment, bonus, option, equity (or equity related), severance, consulting, non-compete, confidentiality or similar agreement or contract pursuant to which the Sellers have any liability, contingent or otherwise, between the Sellers and any current, former or retired employee, officer, consultant, independent contractor, agent or director of the Sellers.

"Employees" shall have the meaning set forth in Section 2.1(o).

"Employment Agreements" shall mean the Employment Agreement by and between the Seller Parties and Leonard Levitsky, dated as of April 24, 2009, and the Employment Agreement by and between the Seller Parties and Annette Masdal, dated as of April 24, 2009.

"Environmental Law" shall mean any Laws related to the protection of the environment or human health, including laws, rules, regulations or ordinances concerning or related to the ownership, operation, maintenance, installation, equipping or upgrading of petroleum equipment or the investigation, remediation or monitoring of any Releases therefrom.

"Environmental Studies" shall have the meaning set forth in Section 3.1.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" shall mean (i) any entity that is a member of a controlled group with the Sellers, as described in Code Section 414(b), or that is under common control with the Sellers, for the purposes of Code Section 414(c), (ii) any entity that is part of an affiliated service group with the Sellers as described in Code Section 414(m), or (iii) any entity that is required to be aggregated with the Sellers pursuant to Code Section 414(o).

"ERISA Affiliate Liability" shall mean any obligation, Liability or expense of any of the Sellers or any of their affiliates which arises under or relates to any Benefit Plan that is subject to Title IV of ERISA, Section 302 of ERISA, Section 412 of the Code, COBRA or any other statute or regulation that imposes liability on a so-called "controlled group" basis with or without reference to any provision of Section 414 of the Code or Section 4001 of ERISA, including by reason of any Seller's affiliation with any of its ERISA Affiliates, or the Buyer being deemed a successor to the Seller or any ERISA Affiliate of the Seller

"Excluded Assets" shall have the meaning set forth in Section 1.2.

"Excluded Liabilities" shall have the meaning set forth in Section 1.3(b).

"Excluded Restaurant" shall have the meaning set forth in Section 1.4.

"Financial Statements" shall have the meaning set forth in Section 2.1(d).

"Franchise Agreements" shall have the meaning set forth in Section 1.1(c).

"GAAP" shall mean generally accepted accounting principles in the United States.

"Governmental Entity" shall mean any court, arbitrator, department, commission, board, bureau, agency, authority, instrumentality or other body, whether federal, state, local, foreign or other.

"Hazardous Material" means any pollutant, contaminant, toxic substance, hazardous waste, hazardous material, or hazardous substance, or any oil, petroleum, or petroleum product, which is or becomes prior to the Closing regulated under, or defined as a "hazardous substance," "pollutant," "contaminant," "toxic chemical," "hazardous material," "toxic substance" or "hazardous chemical" under any Environmental Law, including (i) CERCLA, (ii) the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Section 11001 et seq., (iii) the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., (iv) the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., (v) the Solid Waste Disposal Act, 42 U.S.C. Section 6901 et seq., (vi) regulations promulgated under any of the above statutes, or (vii) any other applicable federal, state or local statute, ordinance, rule or regulation that has a scope or purpose similar to those identified above, as amended, or any other federal, state, local or foreign environmental law, regulation, ordinance, rule, or by law, existing as of the date hereof.

"Intellectual Property" shall mean all information (whether or not protectable by patent, copyright, trade secret or other proprietary rights) and all intellectual property rights, including all patents, trade names, trademarks (including common-law trademarks), service marks, art work, packaging, plates, emblems, logos, insignia and copyrights, and all goodwill associated therewith, all technology, know-how, show-how, trade secrets, systems, forms, data, data bases, product information and development work-in-progress and all applications and documentary evidence of any of the foregoing.

"Knowledge" shall mean the actual knowledge of the following persons, after reasonable investigation: Robert Alrod, Leonard Levitsky, and Sonny Shar.

"Laws" shall mean any federal, state, local, foreign or other statute, law, ordinance, treaty, rule or regulation.

"Liability" or "Liabilities" shall mean and include any direct or indirect liability or obligation that a person owes to or at the behest of any other party, fixed or unfixed, known or unknown, asserted or unasserted, liquidated or unliquidated, secured or unsecured, whether called a liability, obligation, indebtedness, guaranty, endorsement, claim or responsibility or otherwise.

"Lien" shall mean any mortgage, lien, pledge, charge, security interest or encumbrance of any kind.

"Loss" shall mean (i) all debts, liabilities and obligations owed to or at the behest of any other person or entity, (ii) all losses, damages, judgments, awards, penalties and settlements, (iii) all demands, claims, suits, actions, causes of action, proceedings and assessments, whether or not ultimately determined to be valid, (iv) all diminution in value, and (v) all costs and expenses (including interest (but excluding prejudgment interest in any litigated or arbitrated matter other than that payable to a third party), court costs, costs of investigation and reasonable fees and expenses of attorneys and expert witnesses) of investigating, defending or asserting any of the

foregoing. In calculating Losses, the materiality qualifiers set forth in any representations, warranties, or any updated disclosure provided with respect thereto between execution of this Agreement and Closing, or any other sections of this Agreement, shall not be included for the purposes of such calculations.

"Management Agreement" shall mean the Management Agreement, dated as of March 6, 2009, by and among Checkers and the Seller Parties.

"Material Adverse Effect" shall mean a material adverse effect on the assets, properties, results of operations or financial condition of the Sellers and/or the Business taken as a whole, in each case, other than as a result of any change, effect, circumstance, development, event or occurrence arising from the filing of the Bankruptcy Cases, general business, economic or regulatory conditions or the industry in which the Sellers operate in general and not specifically relating to the Sellers, it being understood that any failure of any Restaurant (other than any Excluded Restaurant) to be operational and actively engaged in the operation of the Business at the Closing shall constitute a Material Adverse Effect.

"Material Contract" shall have the meaning set forth in Section 2.1(n).

"Maximum Amount" shall have the meaning set forth in Section 1.9(a).

"Merchandise Inventory" shall mean all foodstuffs, food inventory, beverages, or accessories, and any other products of the Business of whatever nature held for retail sale out of the Restaurants.

"Notices" shall mean any notice provided, whether required or otherwise, of the Sale Motion, this Agreement or sale of the Sellers' assets or the Business.

"Optional Restaurants" shall mean the Rally's restaurants that are operated by the Sellers and set forth under the heading "Optional Restaurants" on Schedule A.

"Orders" shall mean any order, writ, injunction, judgment, plan or decree of any Governmental Entity.

"Other Expenses" shall have the meaning set forth in Section 1.9(a).

"Party" or "Parties" shall have the meaning set forth in the recitals of this Agreement.

"Permits" shall have the meaning set forth in Section 1.1(f).

"Person" shall mean any individual, corporation, partnership, limited liability company, joint venture, trust or unincorporated organization or any government or any agency or political subdivision thereof.

"Personal Property" shall have the meaning set forth in Section 1.1(a).

"Pre-Closing Expenses" shall have the meaning set forth in Section 1.9(a).

"Pre-Closing personal property Taxes" shall have the meaning set forth in Section 4.3.

"Post-Closing Expenses" shall have the meaning set forth in Section 1.9(b).

"Purchase Price" shall have the meaning set forth in Section 1.5(c).

"Real Property" shall have the meaning set forth in Section 2.1(m)(ii).

"Real Property Leases Assignment" shall have the meaning set forth in Section 8.2(b).

"Real Property Leases" shall have the meaning set forth in Section 1.1(d).

"Release" shall mean any spilling, leaking, emitting, discharging, escaping, leaching, or disposing into ground water, surface water, or upon lands, subsurface soils or storm drain systems.

"Restaurant Equipment" shall mean all restaurant fixtures, machinery, and equipment, including, but not limited to, store fixtures, counters, shelving, refrigeration equipment, cash registers, safes, fountain dispensing equipment, food service equipment, ice machines, tables and any other fixtures or equipment necessary for running the Restaurants that may be at any of the Restaurants, regardless of whether such items are permanently attached to the Real Property, pole lights, pole signs or other personal property attached, appurtenant to or located in or around the buildings or improvements located at the Real Property.

"Restaurant Supplies" shall mean cups, napkins, ice bags, paper towels, toilet paper, janitorial supplies and similar non-Merchandise Inventory items which are used in the operation or maintenance of the Restaurants.

"Restaurants" shall mean the Rally's restaurants that are operated by the Sellers and set forth on Schedule A.

"Restructuring Expenses" shall have the meaning set forth in Section 1.9(a).

"Sale Motion" shall mean the motion filed by the Sellers in the Bankruptcy Cases seeking entry of the Sale Order.

"Sale Order" shall mean the order of the Bankruptcy Court, in form and substance acceptable to the Buyer, among other things, (i) approving the sale of the Acquired Assets to the Buyer on the terms set forth in this Agreement and authorizing the Sellers to proceed with the transactions contemplated by this Agreement, (ii) finding that the transactions contemplated by this Agreement are in good faith and otherwise satisfy the provisions of Sections 363 and 365 of the Bankruptcy Code, including Section 363(m), (iii) approving the sale of the Acquired Assets from the Sellers to the Buyer free and clear of all Claims and Liens, (iv) approving the Sellers' assignment and the Buyer's assumption of the Real Property Leases, the Franchise Agreements (subject to the consent of Checkers), the Management Agreement, the Employment Agreements and the Assumed Contracts to the Buyer under Sections 363 and 365 of the Bankruptcy Code, (v) finding that the Sellers have complied with the notice requirements of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court, and

(vi) ordering that the stays contemplated by Federal Rules of Bankruptcy Procedure 6004(h) and 6006(d) are waived.

"Sale Procedures Motion" shall mean the motion filed by the Sellers in the Bankruptcy Cases seeking entry of the Sale Procedures Order.

"Sale Procedures Order" shall mean the order of the Bankruptcy Court in form and substance acceptable to the Buyer, among other things, including the terms set forth in Section 4.1(e), (i) setting a deadline for the filing of objections to the entry of the Sale Order, (ii) scheduling the hearing on the approval of the Sale Order, (iii) approving the amount set forth in Section 9.2 in the event the Acquired Assets are sold to a purchaser other than the Buyer (other than a sale of only the Acquired Textron Assets) or the Bankruptcy Court enters an order approving an Alternative Transaction, (iv) providing for competitive bidding procedures as set forth herein, (v) setting the procedures for, and scheduling the date of, any required auction, and (vi) finding that the Sellers have complied with the notice requirements of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court.

"Sellers" shall have the meaning set forth in the preamble of this Agreement.

"Seller Parties" shall have the meaning set forth in the preamble of this Agreement.

"Seller Records" shall have the meaning set forth in Section 1.2(a).

"Seller Release Parties" shall have the meaning set forth in Section 9.6(a).

"SETLA" shall have the meaning set forth in the preamble of this Agreement.

"Specified Deposit" shall have the meaning set forth in Section 1.5(a).

"Specified Purchase Price" shall have the meaning set forth in Section 1.5(c).

"Straddle Period" shall have the meaning set forth in Section 4.3.

"Taxes" shall mean any and all federal, state, local, foreign or other taxes of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any taxing authority, including taxes or other charges on or with respect to income, franchises, windfall or other profits, gross receipts, property, sales, use, capital stock, payroll, employment, social security, workers' compensation, unemployment compensation, or net worth, and taxes or other charges in the nature of excise, withholding, ad valorem or value added including any interest, penalty or addition thereto, whether or not disputed.

"Tax Return" shall mean any return, declaration, report, estimate, claim for refund, or information return or statement relating to, or required to be filed in connection with, any Taxes, including any schedule, form, attachment or amendment.

"Termination Date" shall have the meaning set forth in Section 9.1(b).

"Textron Deposit" shall have the meaning set forth in Section 1.5(a).

"Textron Purchase Price" shall have the meaning set forth in Section 1.5(c).

"Transferred Employees" shall have the meaning set forth in Section 4.5(a).

Where any group or category of items or matters is defined collectively in the plural number, any item or matter within such definition may be referred to using such defined term in the singular number, and vice versa. The words "hereof", "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and shall be disregarded in the construction or interpretation hereof. References to Articles, Sections, Exhibits and Schedules are to Articles, Sections, Exhibits and Schedules of this Agreement unless otherwise specified. All Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. "Writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any Person include the permitted successors and permitted assigns of that Person. References from or through any date shall mean, unless otherwise specified, from and including or through and including, respectively.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF the Parties have caused this Asset Purchase Agreement to be executed as of the date set forth above by their duly authorized representatives.

BUYER:

CHECKERCO, INC.

By:_____
Name: Enrique Silva
Title: President and Chief Executive Officer

SELLER PARTIES:

ALSET OWNERS, LLC

By:_____
Name: Leonard Levitsky
Title: Managing Member

SETLA, LLC

By:_____
Name: Leonard Levitsky
Title: Managing Member

ALTES, LLC

By:_____
Name: Leonard Levitsky
Title: Managing Member

CHECKERS MICHIGAN, LLC

By:_____
Name: Leonard Levitsky
Title: Managing Member

SCHEDULE A

Restaurant Number	Restaurant Location	Address
4018	West 150th St	3806 W 150th Street Cleveland, OH 44111
4039	Parsons Avenue	1454 Parsons Avenue Columbus, OH 43207
4051	Karl Road	5895 Karl Road Columbus, OH 43229
4057	Salem Avenue	3955 Salem Avenue Dayton, OH 45406
4118	Natural Bridge	9651 Natural Bridge Road Saint Louis, MO 63134
8138	Halls Ferry Road	10004 Halls Ferry Road Saint Louis, MO 63136
8139	South Jefferson	2807 S Jefferson Avenue Saint Louis, MO 63118
8140	Arnold	1 Fox Valley Center Arnold, MO 63010
8144	Jennings	6710 W Florissant Avenue Jennings, MO 63136
8146	Alton	199 E Center Drive Alton, IL 62002
8149	Natural Bridge	4949 Natural Bridge Road Saint Louis, MO 63115
8150	Chouteau	3553 Chouteau Avenue Saint Louis, MO 63103
8151	Cahokia	1600 Camp Jackson Road Cahokia, IL 62206
8153	Granite City	2220 Madison Avenue Granite City, IL 62040
8155	Belleville	1105 S Illinois Street Belleville, IL 62220
8156	Bethalto	167 E Mearthur Drive East Alton, IL 62024
8158	Hazelwood	7430 Lindbergh Drive Richmond Hts, MO 63117
8159	S Broadway	1015 S Broadway Saint Louis, MO 63104
8162	N Grand	3605 N Grand Boulevard Saint Louis, MO 63107
8163	West Main	4527 W Main Street Belleville, IL 62226
8166	Little Rock	712 Broadway Street Little Rock, AR 72201
8167	Pine Bluff	2301 W 28th Avenue Pine Bluff, AR 71603
8168	Camp Robinson Rd	4523 Camp Robinson Road N

		Little Rock, AR 72118
8169	North Blake St.	403 N Blake Street Pine Bluff, AR 71601
8171	Jacksonville	2211 N 1st Street Jacksonville, AR 72076
8172	Conway	420 Oak Street Conway, AR 72032
8173	Baseline	5921 Baseline Road Little Rock, AR 72209
8174	West 127th Street	5400 W 127th Street Little Rock, AR 72204

OPTIONAL RESTAURANTS

Restaurant Number	Restaurant Location	Address
3158	Creston St.	1785 Creston Street Muskegon, MI 49442
4024	St. Clair	10430 Saint Clair Avenue Cleveland, OH 44108
4058	North Gettysburg	1205 N Gettysburg Avenue Dayton, OH 45427
4111	Newark	946 N 21st Street Newark, OH 43055
4113	Springboro Pike	5800 Springboro Pike Dayton, OH 45449
4122	Mccain Blvd	4550 E McCain Boulevard North Little Rock, AR 72117
8136	Page Avenue	10334 Page Avenue Saint Louis, MO 63132
8137	St. Charles	826 1st Capitol Drive Saint Charles, MO 63301
8141	Goodfellow	3730 Goodfellow Boulevard Saint Louis, MO 63120
8143	O'Fallon	506 S Main Street O'Fallon, MO 63366
8165	Vandeventer	305 N Vandevnter Avenue Saint Louis, MO 63108
4021	Elyria	711 Cleveland Street Elyria, OH 44035
4026	Snow	14911 Snow Road Brookpark, OH 44142
4028	Lorain	27208 Lorain Road North Olmsted, OH 44070
4033	Cleveland Avenue	3000 Cleveland Avenue NW Canton, OH 44709
4036	Tuscarawas	4321 Tuscarawas Street W Canton, OH 44708
4044	West Broad	3059 W Broad Street

		Columbus, OH 43204
4047	Cleveland Ave	1097 Cleveland Avenue Columbus, OH 43201
4061	Xenia	483 W Main Street Xenia, OH 45385
4064	Upper Valley Pike	1099 Upper Valley Pike Springfield, OH 45504
4067	Piqua	118 N College Street Piqua, OH 45356
4070	North Limestone	2000 N Limestone Street Springfield, OH 45503
4071	Cable Road	916 N Cable Road Lima, OH 45805
4019	Buckeye	11607 Buckeye Road Cleveland, OH 44120
4020	Euclid	14421 Euclid Avenue Cleveland, OH 44112
4023	117th Street	1481 W 117th Street Cleveland OH 44107
4025	Brookpark Road	6201 Brookpark Road Cleveland, OH 44129
4027	Wooster Avenue	1345 Wooster Avenue Akron, OH 44320
4029	Lee Road	4154 Lee Road Cleveland, OH 44128
4030	East 55th Street	2585 E 55th Street Cleveland, OH 44104
4031	S Euclid	4000 Mayfield Road South Euclid, OH 44121
4032	Waterloo	471 E Waterloo Road Akron, OH 44319
4034	Barberton	254 Wooster Road N Barberton, OH 44203
4035	East Market	711 E Market Street Akron, OH 44305
4037	Zanesville	3050 Maple Avenue Zanesville, OH 43701
4038	Lancaster	1028 N Memorial Drive Lancaster, OH 43130
4041	North High	2556 N High Street Columbus, OH 43202
4042	East Main Street	6101 E Main Street Columbus, OH 43213
4043	West Mound St	1340 W Mound Street Columbus, OH 43223
4045	Cleveland Ave II	3187 Cleveland Avenue Columbus, OH 43224
4048	East Livingston	1940 E Livingston Avenue Columbus, OH 43209
4049	Georgesville	700 Georgesville Road Columbus, OH 43228

4050	Grove City	1939 Stringtown Road Grove City, OH 43123
4053	East Broad St.	3260 E Broard Street Columbus, OH 43209
4054	Marion	412 N Main Street Marion, OH 43302
4055	Chillicothe	133 N Bridge Street Chillicothe, OH 45601
4060	Salem Avenue	438 Salem Avenue Dayton, OH 45406
4062	Limestone	2122 S Limestone Street Springfield, OH 45505
4063	East Main	2510 E Main Street Springfield, OH 45503
4065	Smithville Road	1111 S Smithville Road Dayton, OH 45403

SCHEDULES TO ASSET PURCHASE AGREEMENT TOO VOLUMINOUS TO ATTACH

CONFIDENTIAL

June 5, 2009

Alset Owners, LLC
Altes, LLC
Setla, LLC
Checkers Michigan LLC
1200 North Federal, Suite 111 B
Boca Raton, FL 33432

Gentlemen:

Reference is made to the Asset Purchase Agreement, by and among Checkerco, Inc. and Alset Owners, LLC, Altes, LLC, Setla, LLC and Checkers Michigan, LLC, dated as of June 5, 2009 (the "Asset Purchase Agreement"). Capitalized terms used but not otherwise defined herein, shall have the meaning ascribed to them in the Asset Purchase Agreement.

The signatories to this letter agreement hereby agree to and acknowledge the following:

1. Subject to the approval of the Bankruptcy Court and the other terms and conditions of the Asset Purchase Agreement, at the Closing Checkers shall make on behalf of the Buyer or shall cause the Buyer to make the payments described in Section 1.9 of the Asset Purchase Agreement to the Sellers, in accordance with and only to the extent required by Section 1.9 of the Asset Purchase Agreement.

2. For a period of sixty (60) calendar days beginning on the date of the commencement of the Bankruptcy Cases, Checkers shall suspend its collection of any royalty fee payments owed to Checkers by the Sellers under the Franchise Agreements and the promissory notes related thereto (the "Royalty Payments" and such period, the "Royalty Suspension Period"); provided that, if (a) during the Royalty Suspension Period the Asset Purchase Agreement is terminated by Checkers pursuant to Section 9.1(g) of the Asset Purchase Agreement, Checkers shall continue to suspend its collection of the Royalty Payments until the conclusion of the Royalty Suspension Period, and (b) if, for reasons beyond the control of the Parties, the Closing has not occurred prior to the expiration of the Royalty Suspension Period, the Parties shall negotiate in good faith regarding an extension of the Royalty Suspension Period.

3. Checkers acknowledges that, in accordance with the Asset Purchase Agreement and subject to the approval of the Bankruptcy Court and the other terms and conditions of the Asset Purchase Agreement, at the Closing the Buyer shall assume all of the obligations, both pre and post-petition, of the Sellers under the Franchise Agreements and the promissory notes related thereto.

4. This letter agreement shall terminate and cease to be effective upon the termination of the Asset Purchase Agreement in accordance with its terms.

If you concur with the foregoing, please sign the enclosed copy of this letter in the appropriate space below and promptly return it to me.

[Remainder of the page intentionally left blank.]

Very truly yours,

Checkers Drive-In Restaurants, Inc.

By _____

Name: Enrique Silva
Title: President and Chief Executive Officer

Agreed to and accepted this
5th day of June, 2009

Alset Owners, LLC
Altes, LLC
Setla, LLC
Checkers Michigan, LLC

By: _____
Name: Leonard Levitsky
Title: Managing Member

June 18, 2009

Alset Owners, LLC
Altes, LLC
Setla, LLC
Checkers Michigan LLC
1200 North Federal, Suite 111 B
Boca Raton, FL 33432

Gentlemen:

Reference is made to each of: (i) the letter agreement by and among Checkers Drive-In Restaurants, Inc. and Alset Owners, LLC, Altes, LLC, Setla, LLC and Checkers Michigan, LLC (collectively, the "Seller Parties"), dated June 5, 2009 (the "Letter Agreement") and (ii) the Asset Purchase Agreement, by and among Checkerco, Inc. and the Seller Parties, dated as of June 5, 2009 (the "Asset Purchase Agreement"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement.

The undersigned hereby acknowledges and confirms that the Letter Agreement shall not be deemed confidential for the purposes of the Bankruptcy Cases or as otherwise required to be disclosed under the Bankruptcy Code or other applicable Laws.

Very truly yours,

Checkers Drive-In Restaurants, Inc.

By: _____

Name: Enrique Silva
Title: President and Chief Executive Officer

EXECUTION COPY

AMENDMENT TO ASSET PURCHASE AGREEMENT

THIS AMENDMENT TO ASSET PURCHASE AGREEMENT (this "Amendment") is entered into as of June 18, 2009, by and among Alset Owners, LLC, a Delaware limited liability company ("Alset Owners"), SETLA, LLC, a Delaware limited liability company ("SETLA"), ALTES, LLC, a Delaware limited liability company ("ALTES"), Checkers Michigan, LLC, a Delaware limited liability company ("ALTES MI" and, collectively with SETLA and ALTES, the "Sellers" and, together with Alset Owners, the "Seller Parties"), and Checkerco, Inc., a Florida corporation (the "Buyer", the Buyer and the Seller Parties each a "Party", and collectively, the "Parties").

RECITALS

A. The Parties entered into that certain Asset Purchase Agreement, dated as of June 5, 2009 (the "Asset Purchase Agreement") pursuant to which the Buyer agreed to purchase and take delivery from the Sellers, and the Sellers agreed to sell, transfer, convey, assign and deliver to Buyer, all of Acquired Assets, subject to the Assumed Liabilities, for the consideration described therein.

B. Subject to the terms and conditions of this Amendment, the Parties desire to amend the Asset Purchase Agreement as described in this Amendment.

THEREFORE, the Parties agree as follows:

1. AMENDMENTS.

The Parties hereby agree that the Asset Purchase Agreement shall be amended as set forth in this Section 1:

1.1. Section 1.1 (Sale of Acquired Assets) is hereby amended by deleting the words "ten (10) Business Days" from paragraph (b) of that Section and replacing them with "seventeen (17) Business Days".

1.2. Section 1.4 (Excluded Restaurants) is hereby amended by deleting the words "ten (10) Business Days" from clause (i) of that Section and replacing them with "seventeen (17) Business Days".

1.3. Section 4.1 (Bankruptcy Actions) is hereby amended by:

(a) deleting the words "the tenth (10^{th}) Business Day" from paragraph (b) that Section and replacing them with "the seventeenth (17^{th}) Business Day";

(b) deleting the words "three (3) Business Days" from the first sentence of paragraph (d) of that Section and replacing them with "eleven (11) Business Days"; and

(c) deleting the words "thirty (30) days" from both clauses (i) and (ii) of the second sentence of paragraph (d) of that Section and, in each case, replacing them with "thirty-eight (38) days".

1.4. The Schedules to the Asset Purchase Agreement are hereby amended by deleting the footnote to Schedule 2.1(j) (No Undisclosed Liabilities) in its entirety.

2. MISCELLANEOUS.

2.1. Interpretation. Each capitalized term used in this Amendment but not otherwise defined herein, shall have the meaning attributed to such term in the Asset Purchase Agreement.

2.2. Conflicts; Incorporation of this Amendment. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and this Amendment, the terms of this Amendment shall control and govern the rights and obligations of the Parties. Subject to the foregoing sentence, this Amendment shall be deemed to be, and shall be construed as part of, the Asset Purchase Agreement to the same extent as if set forth fully in the Asset Purchase Agreement and the Asset Purchase Agreement, as specifically amended by this Amendment, is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed. On and after the effectiveness of this Amendment, each reference in the Asset Purchase Agreement to "this Agreement", "hereunder", "hereof", "hereby", "hereto" or words of like import referring to the Asset Purchase Agreement shall mean and be a reference to the Asset Purchase Agreement as amended by this Amendment.

2.3. Section Headings. The Section headings contained in this Amendment are for reference purposes only and shall not affect the meaning or interpretation of this Amendment.

2.4. Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Amendment shall be delivered in such form and manner as described in the Asset Purchase Agreement.

2.5. Assignment. Except to the extent otherwise expressly set forth in this Amendment, no Party shall assign, transfer or encumber this Amendment, or its rights or obligations hereunder, in whole or in part, voluntarily or by operation of law, without the prior written consent of the other Party, and any attempted assignment, transfer or encumbrance without such consent shall be void and without effect, except that (i) the Seller Parties may assign their rights and interests hereunder to a trustee appointed under Chapter 11 or Chapter 7 of the Bankruptcy Code, and (ii) the Buyer may assign its rights and interests hereunder to one or more Affiliates, without the Sellers Parties' consent. Without limiting the foregoing, the Buyer may assign all of its rights and obligations hereunder to Checkers, either before or after the Closing, without the Seller Parties' consent. The Parties agree that the terms of this Amendment shall be binding upon any subsequent trustee appointed under Chapter 11 or Chapter 7 of the Bankruptcy Code.

2.6. Severability. If any provision of this Amendment shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, then such provisions shall be construed so that the remaining provisions of this Amendment shall not be affected, but shall remain

in full force and effect, and any such illegal, void or unenforceable provisions shall be deemed, without further action on the part of any person or entity, to be modified, amended and/or limited, but only to the extent necessary to render the same valid and enforceable in the applicable jurisdiction.

2.7. Counterparts; Parties in Interest. This Amendment may be executed by facsimile signatures and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Amendment shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective permitted successors and permitted assigns.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF the Parties have caused this Asset Purchase Agreement to be executed as of the date set forth above by their duly authorized representatives.

BUYER:

CHECKERCO, INC.

By:_____

Name: Enrique Silva
Title: President and Chief Executive Officer

SELLER PARTIES:

ALSET OWNERS, LLC

By:_____
Name: Leonard Levitsky
Title: Managing Member

SETLA, LLC

By:_____
Name: Leonard Levitsky
Title: Managing Member

ALTES, LLC

By:_____
Name: Leonard Levitsky
Title: Managing Member

CHECKERS MICHIGAN, LLC

By:_____
Name: Leonard Levitsky
Title: Managing Member

IN WITNESS WHEREOF the Parties have caused this Asset Purchase Agreement to be executed as of the date set forth above by their duly authorized representatives.

BUYER:

CHECKERCO, INC.

By:_____
Name: Enrique Silva
Title: President and Chief Executive Officer

SELLER PARTIES:

ALSET OWNERS, LLC

By:_____
Name: Leonard Levitsky
Title: Managing Member

SETLA, LLC

By:_____
Name: Leonard Levitsky
Title: Managing Member

ALTES, LLC

By:_____
Name: Leonard Levitsky
Title: Managing Member

CHECKERS MICHIGAN, LLC

By:_____
Name: Leonard Levitsky
Title: Managing Member

EXECUTION COPY

SECOND AMENDMENT TO ASSET PURCHASE AGREEMENT

THIS SECOND AMENDMENT TO ASSET PURCHASE AGREEMENT (this "Second Amendment") is entered into as of June 29, 2009, by and among Alset Owners, LLC, a Delaware limited liability company ("Alset Owners"), SETLA, LLC, a Delaware limited liability company ("SETLA"), ALTES, LLC, a Delaware limited liability company ("ALTES"), Checkers Michigan, LLC, a Delaware limited liability company ("ALTES MI" and, collectively with SETLA and ALTES, the "Sellers" and, together with Alset Owners, the "Seller Parties"), and Checkered, Inc., a Florida corporation (the "Buyer", the Buyer and the Seller Parties each a "Party", and collectively, the "Parties").

RECITALS

A. The Parties entered into that certain Asset Purchase Agreement, dated as of June 5, 2009, as amended by the Amendment to Asset Purchase Agreement, dated as of June 18, 2009 (as so amended, the "Asset Purchase Agreement") pursuant to which the Buyer agreed to purchase and take delivery from the Sellers, and the Sellers agreed to sell, transfer, convey, assign and deliver to Buyer, all of Acquired Assets, subject to the Assumed Liabilities, for the consideration described therein.

B. Subject to the terms and conditions of this Second Amendment, the Parties desire to amend the Asset Purchase Agreement as described in this Second Amendment.

THEREFORE, the Parties agree as follows:

1. AMENDMENTS.

The Parties hereby agree that the Asset Purchase Agreement shall be amended as set forth in this Section 1.

1.1. Section 1.1 (Sale of Acquired Assets) is hereby amended by deleting the words "seventeen (17) Business Days" from paragraph (b) of that Section and replacing them with "nineteen (19) Business Days".

1.2. Section 1.4 (Excluded Restaurants) is hereby amended by deleting the words "seventeen (17) Business Days" from clause (i) of that Section and replacing them with "nineteen (19) Business Days"

1.3. Section 4.1 (Bankruptcy Actions) is hereby amended by deleting the words "the seventeenth (17th) Business Day" from paragraph (b) of that Section and replacing them with "the nineteenth (19th) Business Day".

2. MISCELLANEOUS.

2.1. Interpretation. Each capitalized term used in this Second Amendment but not otherwise defined herein, shall have the meaning attributed to such term in the Asset Purchase Agreement.

2.2. Conflicts; Incorporation of this Second Amendment In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and this Second Amendment, the terms of this Second Amendment shall control and govern the rights and obligations of the Parties. Subject to the foregoing sentence, this Second Amendment shall be deemed to be, and shall be construed as part of, the Asset Purchase Agreement to the same extent as if set forth fully in the Asset Purchase Agreement and the Asset Purchase Agreement, as specifically amended by this Second Amendment, is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed. On and after the effectiveness of this Second Amendment, each reference in the Asset Purchase Agreement to "this Agreement", "hereunder", "hereof", "hereby", "hereto" or words of like import referring to the Asset Purchase Agreement shall mean and be a reference to the Asset Purchase Agreement as amended by this Second Amendment.

2.3. Section Headings. The Section headings contained in this Second Amendment are for reference purposes only and shall not affect the meaning or interpretation of this Second Amendment.

2.4. Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Second Amendment shall be delivered in such form and manner as described in the Asset Purchase Agreement.

2.5. Assignment. Except to the extent otherwise expressly set forth in this Second Amendment, no Party shall assign, transfer or encumber this Second Amendment, or its rights or obligations hereunder, in whole or in part, voluntarily or by operation of law, without the prior written consent of the other Party, and any attempted assignment, transfer or encumbrance without such consent shall be void and without effect, except that (i) the Seller Parties may assign their rights and interests hereunder to a trustee appointed under Chapter 11 or Chapter 7 of the Bankruptcy Code, and (ii) the Buyer may assign its rights and interests hereunder to one or more Affiliates, without the Sellers Parties' consent. Without limiting the foregoing, the Buyer may assign all of its rights and obligations hereunder to Checkers, either before or after the Closing, without the Seller Parties' consent. The Parties agree that the terms of this Second Amendment shall be binding upon any subsequent trustee appointed under Chapter 11 or Chapter 7 of the Bankruptcy Code.

2.6. Severability. If any provision of this Second Amendment shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, then such provisions shall be construed so that the remaining provisions of this Second Amendment shall not be affected, but shall remain in full force and effect, and any such illegal, void or unenforceable provisions shall be deemed, without further action on the part of any person or entity, to be modified, amended and/or limited, but only to the extent necessary to render the same valid and enforceable in the applicable jurisdiction.

2.7. Counterparts; Parties in Interest. This Second Amendment may be executed by facsimile signatures and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Second Amendment shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective permitted successors and permitted assigns.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF the Parties have caused this Second Amendment to Asset Purchase Agreement to be executed as of the date set forth above by their duly authorized representatives.

BUYER:

CHECKERCO, INC.

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

SELLER PARTIES:

ALSET OWNERS, LLC

By: _____
Name: Leonard Levitsky
Title: Managing Member

SETLA, LLC

By: _____
Name: Leonard Levitsky
Title: Managing Member

ALTES, LLC

By: _____
Name: Leonard Levitsky
Title: Managing Member

CHECKERS MICHIGAN, LLC

By: _____
Name: Leonard Levitsky
Title: Managing Member

Cavaliere, Rocco

From: Brownstein, Michael
Sent: Wednesday, July 08, 2009 5:45 PM
To: Cavaliere, Rocco
Subject: FW: This is to confirm

Michael Z. Brownstein | Partner | Blank Rome LLP
The Chrysler Building, 405 Lexington Avenue | New York, NY 10174
Phone: (212)885-5520 | Fax: (212)885-5002 | Email: MBrownstein@BlankRome.com

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From: Diane Meyers [mailto:dmeyers@paulweiss.com]
Sent: Thursday, July 02, 2009 3:00 PM
To: Brownstein, Michael
Subject: This is to confirm

Our extension to close of business on Monday to identify contracts/leases to be assumed and assigned. Thx

Diane Meyers | Counsel
Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas | New York, NY 10019-6064
(212) 373-3868 (Direct Phone) | (212) 492-0868 (Direct Fax)
dmeyers@paulweiss.com | www.paulweiss.com

July 2, 2009

Alset Owners, LLC
Altes, LLC
Setla, LLC
Checkers Michigan, LLC
1200 North Federal, Suite 111 B
Boca Raton, FL 33432

Gentlemen:

Reference is hereby made to the Asset Purchase Agreement, by and among Checkerco, Inc. (the "Buyer") and Alset Owners, LLC ("Alset Owners"), Altes, LLC ("Altes"), Setla, LLC ("Setla") and Checkers Michigan, LLC ("Altes MI", and together with Alset Owners, Altes and Setla, the "Seller Parties"), dated as of June 5, 2009 and the Amendment to Asset Purchase Agreement, dated as of June 18, 2009 (as amended, the "Asset Purchase Agreement"). Capitalized terms used but not otherwise defined herein, shall have the meaning ascribed to them in the Asset Purchase Agreement.

Pursuant to Section 1.1(b) of the Asset Purchase Agreement, the Buyer hereby notifies the Seller Parties that it is acquiring the Contracts listed on Annex A hereto.

Pursuant to Section 1.4 of the Asset Purchase Agreement, the Buyer hereby notifies the Seller Parties that it shall not acquire the Optional Restaurant listed on Annex B hereto.

Very truly yours,

Checkerco, Inc.

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

Annex A

- Master Lease Agreement # 1628-000, dated as of September 24, 2004, by and among Vendor Capital Group and Setla, LLC d/b/a Rally's # 4111.
  - Equipment Lease Schedule # 1628-001 to Master Lease Agreement # 1628-000, dated as of September 29, 2004, by and among Vendor Capital Group and Setla, LLC d/b/a Rally's # 4111.
  - Addendum to Equipment Lease Schedule # 1628-001 governed by Master Lease Agreement # 1628-000, dated as of September 29, 2004, by and among Vendor Capital Group and Setla, LLC d/b/a Rally's # 4111.
  - Addendum to Equipment Lease Schedule # 1628-001 governed by Master Lease Agreement # 1628-000, dated as of October 18, 2004, by and among Vendor Capital Group and Setla, LLC d/b/a Rally's # 4111.

Annex B

Restaurant Number	Restaurant Location	Address
3158	Creston St.	1785 Creston Street Muskegon, MI 49442