

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") dated as of October 13, 2011, entered by and between CBA 2005-1 Rock Creek REO, LLC, an Ohio limited liability company ("Landlord"), and Phillip Zeber, an Individual ("Tenant").

Landlord and Tenant hereby agree as follows:

- (A) Commencement Date" means October 13<sup>th</sup> 2011
- (B) Management Agent: Great Lakes Realty, Inc. 37848 Euclid Avenue, Willoughby, Ohio 44094, Tele: (440) 946-7023, Fax: (440) 946-0862

### 1. PREMISES

(a) For the rent and upon the agreements contained in this Lease, Landlord leases to Tenant and Tenant rents from Landlord the Premises consisting of a retail space, (zoned commercial) containing approximately 2,528 square feet of floor area on 0.07 acres of land at 3276 North Main Street, Rock Creek, Ohio 44084.

### 2. TERM –

- (a) The term of this Lease shall be for a period of one (1) month only, beginning with the "Commencement Date" and ending on November 13, 2011
- (b) There are no renewal periods to this lease. This lease expires on Sunday November 13<sup>th</sup> 2011 and tenant hereby agrees to vacate with no further requests to do so, unless a new lease for a new term is specifically entered into.

### 3. FIXED MINIMUM RENT

(a) Tenant's obligations to pay Fixed Minimum Rent shall begin on the Commencement Date of this Lease..

(b) Tenant agrees without demand and without any deduction, set-off, counterclaim, or abatement, to pay to Landlord, at Landlord's office or such place as Landlord may from time to time designate, as the Fixed Minimum Rent, the following sums for the following periods:

Lease Period: 10/13/2011 to 11/13/2011

Monthly Fixed Minimum Rent: \$750.00

Monthly installments of Fixed Minimum Rent shall be paid in advance on the first day of each and every calendar month, except that Tenant shall pay the first monthly installment of Fixed Minimum Rent contemporaneously herewith.

4. USE - OPERATION

(a) Tenant covenants that the Premises shall be used by Tenant solely for the operation of a retail grill and bar, and for no other purpose

(b) Tenant and any assignee or sub lessee or any other occupant of the Premises shall conduct business in the Premises solely and exclusively under the name of "Phil's" without change unless consented to in writing by Landlord.

(c) Tenant, at Tenant's sole cost and expense, shall obtain all use and occupancy permits and licenses required by applicable governmental authorities for the use of the Premises and the conduct of Tenant's business; and Tenant shall operate its business in accordance with all Legal Requirements. Tenant agrees to comply with all Legal Requirements applicable to the Premises. Tenant, at Tenant's cost and expense, shall make all installations, replacements, alterations and any and all repairs to the Premises required to comply with such Legal Requirements including, without limitation, replacements, alterations and repairs which relate to fire prevention, detection, control or extinguishment.

(d) Tenant at Tenant's expense shall:

(i) keep all rubbish, garbage, trash and refuse within the Premises and in containers which shall be emptied by Tenant and disposed of by Tenant through a private waste hauling vendor or curbside pickup by the city, if available, and Tenant shall clean all areas adjacent to and around the trash storage area;

(ii) keep any vestibules or entries to the Premises and the sidewalks and other Common Areas adjacent to the Premises free of all trash, pallets, refuse and snow and ice;

(iii) not cause or permit objectionable odors to emanate or to be dispelled from the Premises

(iv) not operate in or solicit or conduct business on the sidewalk, or in the parking or other Common Areas.

5. COMMON AREAS

(a) Tenant shall have the right, to the nonexclusive use of any Common Areas provided by Landlord from time to time.

(b) Landlord shall further have the right, but not the obligation to operate, manage, equip, light, repair and maintain the property in such manner as Landlord shall in Landlord's sole discretion determine. Landlord reserves the right in its sole discretion to modify, alter, remove, reduce, close, and redesign the property, including, without limitation, the parking areas, drives, and any buildings or other improvements therein; to grant exclusive rights to use portions of the Common Areas and

## 6. UTILITIES

(a) Tenant shall have all separately metered utilities placed in Tenant's name upon delivery of possession of the Premises to Tenant. Tenant shall promptly pay for utilities rendered or furnished to the Premises from the date Landlord delivers possession of the Premises to Tenant and continuing throughout the term of this Lease, including without limitation, water, electricity, sewer charges, telephone and gas.

7. RULES AND REGULATIONS. Landlord reserves the right to and Tenant agrees that Landlord may at any time and from time to time, impose reasonable rules and regulations on the tenant's use of the property. Tenant agrees to comply with and perform any and all such rules and regulations imposed by Landlord as if they had existed and been attached hereto at the time of execution of this Lease. The rules and regulations in force and effect at the time of the execution of this Lease are attached hereto as Exhibit B.

## 8. ALTERATIONS; REMOVAL OF IMPROVEMENTS BY TENANT; MECHANIC'S LIENS AND ROOF

(a) Tenant shall not make any alterations, changes or improvements to the Premises, interior or exterior, structural or nonstructural, without first obtaining Landlord's prior written consent. Tenant shall pay all costs and expenses in connection with any alterations, changes and improvements made by or through Tenant, and Tenant shall make such alterations, changes and improvements in a good and workmanlike manner. Prior to the making of such alterations, changes and improvements, Tenant shall procure all necessary permits and builder's risk insurance covering such alterations during the period of construction.

(b) Except as otherwise provided, all signs, furnishings, trade fixtures and equipment installed in or on the Premises by Tenant and paid for by Tenant shall remain the property of Tenant and shall be removed by Tenant upon the expiration of the term or earlier termination of this Lease. Tenant shall repair any damage caused by such removal. If Tenant shall not have removed all of such property upon the expiration of the term or termination of this Lease, Landlord shall have the right to treat such remaining property as abandoned and keep all or any portion thereof for Landlord's account or dispose of all or any portion of such property in any way determined by Landlord at Tenant's expense; and Tenant shall reimburse Landlord for the cost of such disposal. Notwithstanding the foregoing, all floor and wall coverings, sinks, vanities,

light fixtures, and the complete electrical, plumbing, air conditioning and heating systems, including ducts, diffusers, grills, controls and all other equipment and parts related to such systems, shall be and remain in the Premises at all times for the benefit of Landlord.

(c) Tenant shall not do or suffer anything to be done whereby the Premises may be encumbered by any mechanics' liens or any other liens. Tenant, shall also defend Landlord, at Tenant's sole cost and expense with counsel reasonably approved by Landlord, any action, suit or proceeding which may be brought on or for the enforcement of any such lien and will pay any damages and satisfy and discharge any judgments entered in such action, suit or proceeding and save harmless Landlord from any liability, claim, damages, costs and expenses, including reasonable attorneys' fees resulting there from.

9. REPAIRS BY LANDLORD. Except as otherwise provided in this Lease, Landlord will, within a reasonable time after receipt of written notice from Tenant of the necessity of such repair, keep the structural portions of the Premises in good and tenantable condition and repair during the term of this Lease. Except as set forth herein, Landlord shall not be required to make any other improvements or repairs of any kind with respect to the Premises and appurtenance thereto. Notwithstanding the above, Tenant shall pay to Landlord the cost of any repairs and replacements to any portion of the Premises or the building in which the Premises are located necessitated by reason of: (a) the negligence or willful misconduct of Tenant, or Tenant's agents, employees, invitees, contractors or customers, and (b) Tenant's breach of this Lease.

10. REPAIRS BY TENANT. Except as provided in **Section 9** above, Tenant, at Tenant's expense, shall make all other repairs and replacements to keep and maintain the Premises in good condition and repair, including, but not limited to, the roof, heating, ventilating, and air-conditioning system and the hot water, electrical, and other mechanical installations exclusively serving the Premises, whether or not located within the Premises; the plumbing and sewer systems exclusively serving the Premises, whether or not located within the Premises; the exterior and interior portions of all doors including door checks and hardware; all windows including hardware and other appurtenances, and all other glass; and Tenant shall promptly replace all broken or cracked glass. All items that Tenant shall replace during the term of this Lease shall be new and be of equal or better quality, specifications, type and style than the item being replaced. Tenant shall further keep the Premises clean, attractive and free of rubbish, rubble, debris, insects, rodents and other pests.

11. WAIVER OF SUBROGATION. Notwithstanding anything in this Lease to the contrary, Landlord and Tenant agree, provided such agreement does not invalidate or prejudice any policy of insurance, that, in the event, the Premises, or the fixtures, equipment, furnishings or other personal property therein, are damaged or destroyed by fire or other casualty that is coverable under special form, difference in conditions, and business income insurance policies, or is covered by the insurance of Tenant or Landlord, or the sublessees, assignees or transferees of Tenant or other occupants of

the Premises (notwithstanding any deductible or self insurance), regardless of cause or origin, including negligence, the rights, if any, of Landlord or Tenant or any sublessee, licensee or other occupant of the Premises against the party causing such damage or destruction or against the employees, agents, sublessees or licensees of such party, with respect to such damage or destruction and with respect to any loss resulting there from, including the interruption of the business, are hereby waived.

## 12. INDEMNIFICATION AND INSURANCE

(a) Tenant will indemnify, defend, and save Landlord and its management agent harmless from and against any and all claims, actions, damages, liability, cost and expense in connection with loss, damage or injury to persons or property occurring in, on or about, or arising out of the Premises, or the use or occupancy thereof, or the conduct or operation of Tenant's business, or in connection with any construction or alterations, or due to water leakage, or occasioned wholly or in part by any act or omission of Tenant, Tenant's agents, invitees, contractors, customers or employees, including, without limitation, Tenant's failure to comply with any Legal Requirements which are required to be adhered to by Tenant hereunder.

(b) Tenant shall, at its own expense, keep in full force and effect commercial general liability insurance with "personal injury", contractual liability, with minimum single limits of one million dollars (\$1,000,000.00) per occurrence, written on an occurrence basis.

(b) Tenant shall obtain special form, difference in conditions and all-risk insurance coverage on all personal property, leasehold improvements and betterments, furnishings, furniture, trade fixtures, floor covering, contents and merchandise in an amount equal to their full replacement cost.

(e) All of the insurance set forth above shall be in form and with companies licensed and admitted in Ohio and shall provide that said policies shall not be subject to cancellation, termination or change except after at least thirty (30) days prior written notice to Landlord. All insurance provided by Tenant as required shall name Landlord as an additional insured.

## 13. SIGNS - ADVERTISING - ANTENNA

(a) The size, type, design, appearance and location of any signs shall require Landlord's written approval prior to installation. All signs shall comply with all Legal Requirements and all necessary permits or licenses shall be obtained by Tenant prior to erecting said signs. Tenant shall maintain all signs in good condition and repair. Upon vacation of the Premises, Tenant shall remove all signs and repair any damage caused thereby.

(b) No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed on any part of the outside of the Premises, or on the building of which the Premises are a part, or on the exterior or interior side of any window, nor shall any awning, antenna, satellite dish, or other projecting thing be attached to the roof or outside walls of the Premises or the building of which the Premises are a part, without first obtaining the Landlord's written approval in each instance.

#### 14. ASSIGNMENT AND SUBLETTING

(a) This Lease shall not be assigned, mortgaged, pledged, encumbered or in any other manner transferred by the Tenant, voluntarily or involuntarily, by operation of law or otherwise, nor shall the Premises or any part thereof be sublet, licensed, granted to a concessionaire or used or occupied by anyone other than Tenant without first obtaining the written consent of Landlord. If Landlord permits any such assignment or subletting, Tenant agrees to pay Landlord's legal fees in connection therewith.

(b) If at any time during the term of this Lease Tenant shall request Landlord's consent to assign this Lease or to sublet all or substantially all of the Premises, Tenant shall include with such requests the name and business experience of the proposed assignee or sublessee, complete financial statements of said assignee or sublessee, and the rent and other terms of the proposed assignment or subletting.

(d) If Tenant shall at any time during the term of this Lease sublet all or any part of said Premises or assign this Lease, Tenant shall nevertheless remain fully liable under all of the terms, covenants, and conditions of this Lease. If this Lease is assigned, or if the Premises or any part thereof are subleased or occupied by anybody other than Tenant, Landlord may collect from the assignee, sublessee or occupant any rent or other charges payable by Tenant under this Lease and apply the amount collected to the rent and other charges herein reserved, but such collection by Landlord shall not be deemed an acceptance of the assignee, sublessee or occupant as a tenant nor a release of Tenant from the performance by Tenant under this Lease.

#### 15. DAMAGE OR DESTRUCTION

(a) If the Premises shall be damaged to the extent of more than twenty-five percent (25%) of the cost of replacement thereof, respectively, Landlord may terminate this Lease, and Tenant shall vacate and surrender the Premises to Landlord. If the casualty, repairing or rebuilding shall render the Premises untenable, in whole or in part, a proportionate abatement of the Fixed Minimum Rent shall be allowed from the date when the damage occurred until completion of the repairs or rebuilding or, in the event Landlord elects to terminate this Lease, until said date of termination.

(b) If this Lease shall not be terminated as provided in above, Landlord may, but is not obligated to, at Landlord's expense, shall, following the receipt of the insurance proceeds, proceed with the repair or restoration of the Premises (excluding

any leasehold improvements and betterments) to place the damaged Premises (excluding leasehold improvements and betterments) in substantially the same condition they were in immediately preceding the damage or destruction.

#### 16. EMINENT DOMAIN

(a) In the event that the Premises, or any part thereof shall at any time after the execution of this Lease be taken for public or quasi-public use or condemned under eminent domain or conveyed under threat of such a taking or condemnation, Tenant shall not be entitled to claim, or have paid to Tenant any compensation or damages whatsoever for or on account of any loss, injury, damage, taking or conveyance of any right, interest or estate of Tenant and the Tenant hereby relinquishes and hereby assigns to Landlord any rights to any such damages. Landlord shall be entitled to claim and have paid to it for the use and benefit of Landlord all compensation and damages for and on account of or arising out of such taking, condemnation or conveyance.

(b) In case of any taking, condemnation or conveyance referred to in this Section then Landlord may cancel and terminate this Lease immediately after such an actual taking or conveyance of physical possession.

#### 17. LANDLORD'S REMEDIES UPON DEFAULT

(a) If Tenant shall at any time be in default in the payment of rent or other sums of money required to be paid by Tenant, or in the performance of any of the covenants, terms, conditions, provisions, rules and regulations of this Lease, and Tenant shall fail to remedy such default within five (5) days after the giving of notice thereof by Landlord, or if Tenant or any guarantor of this Lease shall assign this Lease or sublet the Premises except as expressly permitted by this Lease, or Tenant shall vacate the Premises or fail to continuously occupy and conduct Tenant's business in the Premises, or Tenant or any guarantor of this Lease or any assignee or sublessee of the entire Premises shall file or have filed against it a petition for adjudication as a bankrupt, reorganization, an arrangement, or for any other debtor or capital structure relief under any existing or future Bankruptcy Code or make an assignment for the benefit of creditors of Tenant or if the interest of Tenant in the Premises or in any assets or property of Tenant shall be offered for sale or sold under execution or other legal process, Landlord in addition to all other remedies given to Landlord in law or in equity may terminate this Lease, or without terminating this Lease terminate Tenant's right of possession, and in either event Landlord may re-enter the Premises by summary proceedings or otherwise and dispossess the Tenant.

(b) Tenant agrees to be liable for and to pay to Landlord (i) all rent and other charges and sums due under this Lease at the time of termination of this Lease or termination of Tenant's right of possession, as the case may be, and (ii) damages equal to the rent and all other charges and sums due under this Lease for the entire term, which liability shall survive the termination of this Lease, the re-entry into the Premises by Landlord, and the commencement of any action to secure possession of the

Premises. Landlord shall have the right to maintain a single action against Tenant for recovery as they come due of all damages including, without limitation, amounts equal to the rents and other charges and sums payable under this Lease so that such court shall retain jurisdiction for a period equal to the remainder of the term of this Lease as if this Lease would not have been terminated. Such court shall obtain judgments for such rents and other amounts due as and when said rents and other charges and sums are payable under this Lease; and Landlord shall not be required to file separate monthly actions or legal proceedings or to wait until this Lease would have expired. In addition, at Landlord's election, Landlord shall have the right to obtain a judgment for the total of all of the rents and other charges and sums due to Landlord at the time of the termination of this Lease or Tenant's right of possession, plus an amount equal to all rents and other charges due under this Lease for the remainder of the term hereof, minus the fair rental value of the Premises at the time such judgment is obtained.

(c) In the event Landlord obtains possession of the Premises, Landlord may, without being obligated so to do, relet the whole or any portion of the Premises, or the whole or any portion thereof with additional space, for any period equal to, greater than or less than the remainder of the term of this Lease, for any sum (including any rental concessions and rent-free occupancy) which it may deem reasonable, to any tenant which it may deem suitable and satisfactory, and for any use and purpose which it may deem appropriate. In the event of any reletting, Landlord may apply the rent therefrom first to the payment of Landlord's expenses, including attorneys' fees incurred by reason of Tenant's default, commissions and the repair, renovation or alteration of the Premises and then to any other damages Landlord is entitled to including, without limitation, amounts equal to the rent and all other sums due from Tenant hereunder, Tenant remaining liable for any deficiency. In no event shall Tenant be entitled to any payment or credit if any subsequent tenant pays rent and other charges in excess of those required to be paid under this Lease.

(d) No surrender of the Premises shall be effected by Landlord's acceptance of the keys of the Premises, or by any other means whatsoever, unless the same is evidenced by Landlord's written agreement to accept surrender of the Premises.

(e) In the event of a default or threatened default by Tenant of any of the terms, provisions, covenants, conditions, rules and regulations of this Lease, Landlord shall have the right to injunction and the right to invoke any remedy permitted to Landlord in law or in equity.

(f) All remedies available to Landlord under this Lease are declared to be cumulative and concurrent and may be exercised at one time or at separate times. No termination of this Lease nor any taking or recovering of possession of the Premises shall deprive Landlord of any of its remedies or actions against Tenant for all damages resulting from Tenant's default.

(g) Tenant shall hereby waive a trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters not

relating to personal injury or property damage but otherwise arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises and any statutory remedy. Tenant further agrees that it shall not interpose any counterclaim or counterclaims in a summary proceeding for possession, restitution or dispossession of the Premises.

18. HOLDOVER BY TENANT. If Tenant remains in possession of the Premises after the expiration of the tenancy created hereunder and without the execution of a new lease, Tenant shall be deemed to be occupying the Premises as a tenant from month to month and subject to all of the rents and provisions of this Lease in effect on the day before the expiration of the tenancy, except those relating to term and except that the Fixed Minimum Rent shall be Two Hundred and Fifty Percent (250%) of the amount payable during the last month of the Lease term, without prejudice to any damages or other rights Landlord may have against Tenant for Tenant's failure to vacate the Premises on the date required hereunder.

19. RIGHTS OF LANDLORD

(a) Landlord and Landlord's agents shall have the right to (i) show the Premises to prospective purchasers, mortgagees and lessees; (ii) post a "For Lease" or similar sign within a front window of the Premises prior to the expiration of the term of this Lease; (iii) at Landlord's option cure Tenant's defaults and/or make emergency repairs or other repairs which are the obligation of Tenant hereunder; and (iv) make repairs, alterations and additions to the Premises.

(b) If Landlord shall make any payments on behalf of Tenant or otherwise cure any default of Tenant, or if Landlord shall make repairs to the Premises which are Tenant's obligation under this Lease (whether or not an emergency situation exists) then any amounts so paid or incurred by Landlord are agreed and declared to be "additional rent" and shall be due and payable to Landlord from Tenant upon submission to Tenant of an invoice, bill or statement therefore.

(c) Landlord shall not be deemed to be in default of any provision of this Lease unless Tenant shall have given written notice specifying the default to Landlord and Landlord shall not have cured such default within thirty (30) days after receipt thereof; provided, however, that such thirty-day period shall be extended to the extent reasonably required to cure such default.

20. SUBORDINATION; ATTORNMENT

(a) Landlord reserves the right to demand and obtain from Tenant, and Tenant shall deliver to Landlord within ten (10) days after receipt of such demand, a waiver of priority or subordination of this Lease, in recordable form, subordinating Tenant's Lease in favor of any mortgages, refinancing, replacements, renewals, modifications, extensions or consolidations of financings placed upon the Premises from time to time by the Landlord; provided that Landlord shall procure if possible from any

mortgagees an agreement providing in substance that so long as Tenant shall faithfully discharge the obligations on its part to be kept and performed under the terms of this Lease, Tenant's tenancy will not be disturbed by any default under such mortgage, and Tenant agrees that this Lease shall remain in full force and effect even though default in the mortgage may occur. Tenant agrees to attorn to any ground Lessor or any mortgagee or purchaser in a foreclosure sale as Landlord under this Lease.

(b) Any mortgagee of all or any part of the Premises may at any time elect to have this Lease have priority over its mortgage, by executing unilaterally an instrument subordinating its mortgage to this Lease, or placing a clause of such subordination in its mortgage and recording the same or in any pleadings filed by such mortgagee, in which events this Lease shall have priority over said mortgage.

21. NO WAIVER BY LANDLORD. No waiver of any of the terms, covenants, provisions, conditions, rules and regulations required under this Lease and no waiver of any legal or equitable relief or remedy of Landlord against Tenant shall be implied by the failure of Landlord to assert any rights or for any other reason, unless said waiver shall be in writing signed by the Landlord. No waiver by Landlord or forgiveness of performance by Landlord in respect to one or more tenants constitutes a waiver or forgiveness of performance in favor of Tenant herein, or any other tenants; nor shall the forgiveness of performance of any one or more of the terms, provisions, conditions, rules and regulations of this Lease be claimed or pleaded by Tenant to excuse a subsequent failure of performance of any of the terms, provisions, conditions, covenants, rules and regulations of this Lease.

22. VACATION OF PREMISES. Tenant shall deliver up and surrender to Landlord possession of the Premises, including all Tenant's Work (and all replacements thereof), all fixtures permanently attached to the Premises during the term (except such fixtures and improvements as Landlord shall direct Tenant to remove) and all property required to be left in the Premises pursuant to this Lease upon the expiration of this Lease or its termination in any way, in the same condition as the Premises shall be when Tenant first opened for business (ordinary wear and tear and loss by fire or other casualty only excepted) and Tenant shall deliver the keys to the office of Landlord or Landlord's agent.

Upon the expiration or earlier termination of this Lease, Tenant shall assign and deliver to Landlord any and all warranties then in effect covering Tenant's heating, ventilating, and air-conditioning system.

23. SHORT FORM LEASE. This Lease shall not be recorded.

24. RENT DEMAND; ACCORD AND SATISFACTION

(a) After the service of any notice, the commencement of any suit, or the rendering of a final judgment therein, Landlord may receive and collect any rent due and

such collection or receipt shall not operate as a waiver of nor affect or prejudice any such notice, suit or judgment.

(b) No payment by Tenant or receipt by Landlord of a lesser amount than the rental herein stipulated shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided for in this Lease or available at law or in equity.

25. NOTICES. Any notice or consents required to be given by or on behalf of either party upon the other shall be in writing and shall be given by sending them by FedEx or other recognized one-day national delivery service which obtains a receipt for delivery, or by mailing such notices or consents by registered or certified mail addressed (i) to Landlord c/o Great Lakes Realty, Inc. 37848 Euclid Avenue, Willoughby, Ohio 44094, Attn: Dawn Dawson, Controller, and with a copy to Marisa Cornachio, Esq. 37848 Euclid Avenue, Willoughby, Ohio 44094, and (ii) to Tenant at 3276 North Main Street, Rock Creek, Ohio 44084; or at such other address as may be specified from time to time, in writing, delivered to the other party. Notice shall be deemed received on the date of delivery as set forth in the records of the national delivery service or the return receipt card, as the case may be, the date that such notice shall be rejected if rejected by the addressee, or the date of first attempted delivery of such notice, whichever shall be the first to occur.

26. APPLICABLE LAW AND CONSTRUCTION. The laws of the State of Ohio shall govern the validity, performance and enforcement of this Lease. Any provision of this Lease which is contrary to a law which the parties cannot legally waive or contract against (such, for example, as antitrust laws) is and shall be void and not binding on either party hereto; provided, however, that the invalidity or unenforceability of any provision of this Lease shall not affect or impair the Lease or any other provision. The submission of this document for examination does not constitute an offer to lease, or a reservation of or option for the Premises, and becomes effective only upon execution and delivery thereof by Landlord and Tenant. All negotiations, considerations, representations and understandings between the parties are incorporated herein and may be modified or altered only by agreement in writing between the parties; and this Lease supersedes any prior agreements or understandings between the parties. In making any yearly calculations required hereunder, Landlord may utilize the convention of a 360 day year. The headings of the several paragraphs contained herein are for convenience only and do not define, limit or construe the contents of such paragraphs. This Lease has been negotiated by Landlord and Tenant and the Lease, together with all of the terms and provisions hereof, shall not be deemed to have been prepared by either Landlord or Tenant but by both equally. Notwithstanding the termination of this Lease for any reason whatsoever, including, without limitation, as the result of the mutual agreement of the parties or the default by Tenant, the provisions relating to the indemnity by Tenant of Landlord and the

covenants regarding liability insurance shall survive such termination. Time is declared to be of the essence in all provisions of this Lease. Unless a provision of this Lease specifically requires that a party shall not unreasonably withhold consent or approval, such party shall have the right in its sole discretion to deny such consent or approval. Notwithstanding the Commencement Date of this Lease, Tenant shall comply with all of the obligations and duties of Tenant hereunder following execution of this Lease, except for the payment of rent and other sums which shall be due and payable at the times set forth in this Lease.

27. TRANSFER OF LANDLORD'S INTEREST; LIABILITY OF LANDLORD

(a) If Landlord should sell or otherwise transfer Landlord's interest in the Premises, Tenant agrees that Landlord shall thereafter have no liability to Tenant under this Lease or any modification or amendment thereof or extensions or renewals thereof, except for such liabilities which might have accrued prior to the date of such sale or transfer of Landlord's interest.

(b) If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed or if Landlord shall be liable to Tenant in any way arising out of this Lease, or pursuant to statute, law, ordinance or regulation, or under the common law, whether arising out of contract, tort or otherwise, and, as a consequence, if Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds received at a judicial sale upon execution and levy against the right, title and interest of Landlord in this property. If Landlord is an individual, corporation, a trustee of a trust or a partnership (general or limited), or limited liability company, there shall be no personal liability on the part of the individual, corporation, the trustees of said trust, the beneficiaries of said trust, the partnership, or the partners of the partnership, or the members, and any such liability shall be limited only to the interest of the Landlord in the Premises.

28. NO PARTNERSHIP. Landlord is not and shall not become by this Lease or by any rights granted or reserved herein a partner or joint venturer of or with Tenant in the conduct of Tenant's business or otherwise.

29. MORTGAGE FINANCING

(a) Within ten (10) days after request by Landlord, Tenant agrees to execute and deliver to Landlord estoppel or offset letters as required by Landlord or by Landlord's mortgage lenders. The estoppel letters shall certify the date of this Lease and any amendments, that Landlord is not in default of any of the terms and provisions of this Lease or specifying the provisions as to which Landlord is in default if Landlord shall be in default, that Landlord has performed all inducements required of Landlord in connection with this Lease including any construction obligations, or specifying any inducements which have not been fulfilled by Landlord, the date to which rent has been paid, and any other matters which Landlord or its proposed lenders may reasonably require.

30. QUIET ENJOYMENT. Landlord hereby covenants and agrees that if Tenant shall perform all of the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the continuance hereof have peaceable and quiet enjoyment and possession of the Premises without hindrance from Landlord or any person or persons lawfully claiming the Premises by or through Landlord, subject, however, to the terms of this Lease and to all mortgages, and agreements to which this Lease is subordinate.

31. BROKER. Tenant warrants and represents that Tenant has dealt with no real estate broker, agent or finder in connection with this transaction; and Tenant agrees to indemnify and save Landlord harmless from and against any and all liabilities, costs, causes of action, damages and expenses, including, without limitation, attorneys' fees, for any claims made by any real estate broker, agent or finder with respect to this Lease.

32. FORCE MAJEURE. If either Landlord or Tenant is prevented or hindered from timely satisfying any provisions set forth herein because of a shortage or inability to obtain materials or equipment, strikes or other labor difficulties, governmental restrictions, fire, casualties, acts of God, or any other cause beyond such party's reasonable control, said party shall be permitted an extension of time of performance by the number of days during which such performance was prevented or hindered; provided, however, that this paragraph shall not apply to the payment of rent or other monies by Landlord or Tenant, nor shall the provisions of this paragraph postpone the date that rent is payable pursuant to this Lease.

33. EMPLOYEE PARKING. All of Tenant's employees shall park their automobiles in the areas designated by Landlord from time to time as employee parking areas (if any) or on the public street. However, the landlord is under no obligation whatsoever to provide and parking areas under this lease.

34. AUTHORITY TO SIGN LEASE. Tenant, Phillip Zeber warrants that he is authorized to execute this Lease without the necessity of obtaining any other signature, that the execution of this Lease has been properly authorized, and that this Lease is fully binding on the Tenant.

35. SECURITY DEPOSIT. Simultaneously with the execution of this Lease, Tenant shall deliver to Landlord the sum of \_\_\_NONE\_\_\_ (\$\_\_XX\_\_) as security for the payment of rent and other charges required by this Lease and to secure the performance by Tenant of all the other terms, conditions, covenants and provisions of this Lease. Said security is to be retained by Landlord through the term of this Lease and any extension thereof. At the end of the term of this Lease, or if this Lease should be extended, at the end of the last extension thereof, and upon the vacation of the Premises by Tenant, provided that Tenant has paid all of the rent and other charges due to Landlord pursuant to this Lease and has otherwise performed all covenants of this Lease, then Landlord will return to Tenant the said security without interest.

If Tenant shall not have paid the rent and other charges or performed this Lease as required, then Landlord may apply at any time after a default shall have occurred and from time to time all of the security or so much thereof (without interest) as shall be required in Landlord's opinion to correct or compensate Landlord for any such default of Tenant, or to make up any deficiencies in the payment of rent, or other charges, without in any manner restricting or limiting the Landlord's right to pursue additional remedies available to Landlord pursuant to this Lease, at law or in equity. Upon any such application by Landlord, Tenant shall immediately redeposit with Landlord all sums required to restore such security deposit to the amount required under the lease.

If Landlord shall sell, assign or transfer Landlord's interest in the premises and if Landlord shall deliver to the purchaser, assignee or transferee the security deposit held hereunder, Landlord shall be relieved of any liability to Tenant for the return of said security deposit and Tenant shall look only to the purchaser, assignee or transferee for any claims with respect to said security.

IN WITNESS WHEREOF, the parties hereto set their hands as of the day and year written here, and acknowledge that this lease commenced on October 13, 2011, the date inserted above..

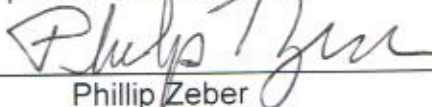
CBA 2005-1 Rock Creek REO, LLC, "Landlord"



By: \_\_\_\_\_  
Jack C. Cornachio, Agent for  
President and CEO of Great Lakes Realty, Inc.

Date: 10/24/2011

Phillip Zeber, an Individual

By:  \_\_\_\_\_  
Phillip Zeber

Date: 11/7/11

## Exhibit B

### RULES AND REGULATIONS

- (1) The sidewalks, entrances, passages, courts, vestibules, stairways, corridors and public parts of the Building, if any, shall not be obstructed or encumbered by Tenant or tenant's employees or invitees or used by any of them for any purpose other than ingress and egress to and from Tenant's Leased Premises.
- (2) No awnings, air-conditioning, air-coiling or air-filtering units or other projections shall be attached to the outside walls or window wells of the Building or otherwise project from the Building, unless approved in advance by the landlord.
- (3) No sign or lettering shall be affixed by Tenant on any part of the outside of the Leased Premises, or on any part of the inside of the Leased Premises so as to be visible from outside the Leased Premises. Landlord reserves the right to have all unapproved signs or advertising erected not in conformance with the Lease or these Rules and Regulations removed at the sole cost and expense of Tenant.
- (4) Except for curtains, drapes, venetian blinds or similar items, the windows in the Leased Premises shall not be covered or obstructed by Tenant, nor shall any bottles, parcels or other articles be placed on the window sills or in the halls or in any other part of the Building, nor shall any article be thrown out of the doors or windows of the Leased Premises.
- (6) No articles deemed hazardous and absolutely no explosive materials shall be brought into the Building or the Leased Premises.
- (7) Landlord may furnish Tenant all keys necessary for entry to the Leased Premises and for entry to the Building. Tenant will not permit any duplicate keys to be made. Upon termination of the Lease, Tenant will surrender to Landlord or Landlord's agent all keys of the Leased Premises and of the Building. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant. Landlord's agents or employees shall at all times keep a passkey and be allowed admittance to the Leased Premises to cover emergencies.
- (8) Tenant shall not make, nor permit to be made, any unnecessary or disturbing noises, nor allow loud music or otherwise to interfere with neighboring tenants or others..

- (9) (11) No holes shall be drilled in the exterior walls, paint or stonework of the Building.
- (10) No animals shall be permitted in the Building, with the exception of seeing-eye dogs and other service animals.
- (11) Landlord reserves the right, but is not obligated, to exclude or eject from the Building any or all solicitors, canvassers or peddlers and any persons conducting themselves in such manner as, in the sole judgment of Landlord, constitutes an annoyance to any of the tenants of the Building or an interference with Landlord's operation of the Building, or who are otherwise undesirable.
- (12) Landlord reserves the right to make such other and further Rules and Regulations as in Landlord's judgment may from time to time be necessary or desirable for the safety, care, cleanliness and efficient operation of the Building and for the preservation of good order therein.