

EXHIBIT A

LEASE

**STANDARD OFFICE LEASE
(Modified Net Lease)**

This Lease Agreement entered into as of the 25th day of August, 2005, between 3560 W MARKET LLC, an Ohio Limited Liab. Company (hereinafter called "Lessor"), and CEP ACQUISITION LLC, an Ohio Limited Liab. Company (hereinafter called "Lessee"):

Witnesseth:

1. DEMISE: Lessor leases to Lessee and Lessee hires from Lessor the premises identified as Suite 340 (hereinafter called "said premises") in the building known as 3560 W. Market Street (hereinafter called "the Building"), located at 3560 W. Market Street Fairlawn, Ohio, for a term of 23 months, beginning on the 1st day of September, 2005, and ending on the 31st day of July, 2007,

unless sooner terminated as hereinafter provided. A sketch of said premises is attached hereto as Exhibit A.

2. USE OF PREMISES: Said premises shall be used and occupied by Lessee for general office purposes only, and for no other purpose.

3. ANNUAL BASE RENT: In consideration thereof, Lessee covenants to pay Lessor without demand annual base rent for said premises as set forth on Exhibit B, attached hereto, payable in monthly installments as set forth on Exhibit B, in advance, without deduction or set-off, in legal tender of the United States of America on the first day of each and every calendar month during said term at the offices of Lessor, or at such other place as Lessor may from time to time in writing designate. The amount of such rent to be paid by Lessee is subject to adjustment from time to time as set forth in paragraph 5 hereof. The rent reserved and all other charges hereunder not paid by Lessee when due shall bear interest at 4% in excess of the prime rate then in effect at National City Bank, Akron (or its successor).

4. DEFINITIONS: As used in this Lease, the following terms shall have the following respective meanings:

(a) "Annual Base Rent" - The annual rent to be paid by Lessee to Lessor pursuant to the provisions of Paragraph 3.

(b) "Adjusted Annual Rent" - The Annual Base Rent as herein-after adjusted in accordance with the provisions hereof, but in no event less than the Annual Base Rent.

(c) "Base Year" - The full calendar year commencing January 1, 2005, and ending December 31, 2005.

(d) "Comparison Year" - The first full calendar year following the Base Year and each subsequent full calendar, or fraction thereof at the termination of this Lease, during which this Lease shall continue in effect.

(e) "Lessee's Share" - The percentage which the rentable area of said premises is of the total rentable area of the Building, which percentage is agreed upon as being 7.8%. In the event that additional areas shall be included under this Lease, or the total rentable area of the Building is changed, said agreed percentage shall be proportionately adjusted.

(f) "Operating Expenses" - Those expenses incurred during the year, whether the Base Year or a Comparison Year, in respect of the operation, maintenance and repair of the Building (as used herein, the word "Building" includes the building itself, and all parts thereof, including but not limited to the roof, structural elements, walls, functioning systems and elevators, and including also the grounds thereof, used in connection with the Building, including but not limited to site improvements, underground and above ground utility lines, pipes, sewers, conduits and facilities, and including also the lawns and landscaped areas, parking areas, driveways, driveway approaches, walkways and sidewalks) in accordance with generally accepted principles of sound management and accounting practices, as applied to the operation, repair and maintenance of first-class office buildings, including without limitation thereof the cost of cleaning, janitorial service and supplies, insurance premiums, materials and supplies, labor, utilities and utility services (excluding electricity), gas and other fuels or energy (excluding electricity) for heating, air conditioning, lighting,

elevator operation and other services, operating expenses, repairs and maintenance, including service and maintenance contracts for the heating, ventilating and air conditioning systems of the Building, and other functioning systems of the Building, window washing, management fees, trash and rubbish storage pick-up and removal and other services, but shall not include:

(i) expenses for painting, redecorating, or other work performed for other tenants in the Building other than painting, redecorating and other work which is standard for the Building;

(ii) expenses for repairs and other work occasioned by fire, windstorm or other casualty insured against by Lessor;

(iii) expenses incurred in leasing or procuring new tenants including lease commissions, advertising expenses, and expenses of renovating space for new tenants;

(iv) legal expenses incurred in enforcing the terms of any lease;

(v) interest or amortization payment of any mortgages;

(vi) wages, salaries or other compensation paid to any employee above the grade of building superintendent.

(g) "Taxes" - The taxes and assessments, special or otherwise, and sewer charges if any, including expenses incurred in connection with disputing or contesting the amount thereof, levied or assessed for the year in question, whether the Base Year or a Comparison Year, or a partial year, upon or with respect to the Building of which said premises are a part, together with the land upon which said Building is located, together with adjacent premises, if any, used for parking purposes or otherwise in conjunction with the use of said Building, together with the improvements situated on said land and on said premises, by Federal, State or local government. Should any governmental authority having jurisdiction impose a tax and/or assessment (other than an income or franchise tax) upon or against the rentals payable hereunder or on the privilege of renting, leasing or letting real property, either by way of substitution for the taxes and assessments levied or assessed against such Building, land, premises and other improvements, or in addition thereto, such tax and/or assessment shall be deemed to constitute a tax and/or assessment against such Building, land, premises and other improvements for the purposes of this paragraph.

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Provided, however, that the total aggregate amount of such taxes, assessments and sewer charges, for the year in which such Building, land, premises and improvements are first assessed by the Summit County Auditor at substantially completed value, shall be deemed to be the "Taxes" for the Base Year, and Lessee shall not be obligated to pay any rent adjustment based upon increased taxes unless and until such amount should increase for a subsequent Comparison Year.

5. RENT ADJUSTMENT: The Annual Base Rent shall be adjusted for each Comparison Year by Lessee's Share of the net aggregate increase, or decrease, if any, in the amount of Taxes and Operating Expenses for the Comparison Year over or under those for the Base Year, but shall not in any event be less than the amount stipulated in Paragraph 3. The Adjusted Annual Rent for any Comparison Year shall serve as the basis for an estimate of the Adjusted Annual Rent to become due for the next succeeding Comparison Year until the computation for that Comparison Year is made. All monthly installments of rent coming due after an Adjusted Annual Rent has been established shall be adjusted to the extent necessary to pay an estimated Adjusted Annual Rent for the then current Comparison Year in equal monthly installments on such basis. The increase reflected in Adjusted Annual Rent for the last Comparison Year shall be paid by Lessee in a lump sum promptly upon presentation by Lessor to Lessee of a statement of said adjustment.

As an example of the type of rent adjustment and the payment of estimated Adjusted Annual Rent described above, see Exhibit B-1 attached hereto.

Lessor shall keep and make available to Lessee for a period of 60 days after statements for rental payments are rendered to Lessee, records in reasonable detail of Taxes and Operating Expenses for the period covered by such statement or statements and shall permit Lessee and the representatives of Lessee to examine and audit such statements at any reasonable time during business hours. If Lessee shall dispute any item or items included by Lessor in determining Taxes or Operating Expenses for the Base Year or any Comparison Year, and such dispute is not amicably settled between Lessor and Lessee within 30 days after any statement for Adjusted Annual Rent has been rendered or after the date for settling the rent payable for any Comparison Year, either party may, during the 20 days next following the expiration of said 30 day period, notify the other of its election to arbitrate said dispute and may then refer such disputed item or items to a reputable firm of certified public accountants selected by Lessor for decision and the decision of such firm shall be conclusive and binding upon Lessor and Lessee. The expense involved in such determination shall be borne by the party against whom a decision is rendered by said accountants, provided that if more than one item is disputed and the decision shall be in part against each party, the expenses shall be fairly apportioned by said accountants. Pending a decision, Lessee shall pay on the basis of Adjusted Annual Rent subject to a proper adjustment upon rendition of the decision. If Lessee shall not dispute any item or items of any such statement within 30 days after such statement has been rendered, Lessee shall be deemed to have approved such statement.

6. BUILDING SERVICES: Provided Lessee is not in default under any of the covenants and agreements of this Lease, Lessor shall furnish Lessee the following services:

(a) Cleaning, janitor and window washing services, standard for the Building (Lessee shall not engage or provide cleaning, janitor, window washing or maintenance services without Lessor's prior written consent, and if consent is given, such services shall always be subject to supervision by Lessor, and at Lessee's sole responsibility and expense);

(b) Heat and air conditioning service during "business hours" (which term is hereinafter defined), compatible with human comfort, but subject to factors over which Lessor has no control, including but not limited to fuel shortages, energy crises and governmental regulations; Lessee may not install, or arrange to have installed, any air conditioning equipment without receiving Lessor's prior written approval; and any such equipment installed without said approval shall, if required by Lessor, be removed at Lessee's sole expense;

(c) Cold and hot water at standard Building temperatures for sanitary purposes only; Lessee shall pay, at standard Building rates, for cold and hot water used for other than sanitary purposes or for water wasted;

(d) Passenger and freight elevator service, during business hours; elevator service at other times shall be optional with Lessor and when so provided shall never be deemed a continuing obligation of Lessor;

(e) Electrical service used at said premises shall be separately metered to said premises and the cost thereof shall be paid by Lessee to Ohio Edison Company or its successor. The cost of "house" electricity, that is, electricity for the benefit of all occupants of the Building, used for such things as the operation of air conditioning and elevators and parking lot lighting, shall be paid by each lessee of the Building in proportion to its "Lessee's Share", which Lessor shall bill to Lessee at periodic intervals, and Lessee shall pay such billings within a reasonable time thereafter, as set forth in such billings.

Any installation of special equipment (other than equipment for customary lighting purposes and customary business machines, equipment and computers), and/or intermittent operating equipment, must have the prior written approval of Lessor, and shall be subject to special charges and regulations, and any new or additional electrical facilities required to service the equipment installed by Lessee, and all changes in existing electrical facilities in or servicing said premises required by Lessee, if approved by the Lessor, shall be installed, furnished or made by Lessor at Lessee's expense. Lessee shall replace all light bulbs, fluorescent tubes, ballasts and starters which wear out or become inoperative and Lessee shall repair and maintain all lighting equipment within said premises.

(i) Lessor, while not warranting that any of such services stipulated herein shall be free from interruptions or suspensions caused by repairs, renewals, improvements, alterations, strikes, lockouts, accidents, inability of Lessor to procure such service, or to obtain fuel or supplies, or for other cause or causes beyond Lessor's reasonable control, shall nevertheless diligently attempt to make such repairs or renewals to Building distribution lines and facilities as may be required to restore any such service so interrupted or suspended. An interruption or suspension of, or fluctuation in, any Building Service (resulting from any of said causes) shall never be deemed an eviction or disturbance of Lessee's use and possession of said premises, or any part thereof, nor render Lessor liable to Lessee for damages, nor relieve Lessee from performance of Lessee's covenants and agreements hereunder.

(ii) The term "business hours" as used herein shall mean Monday to Friday, inclusive, from 8:00 A.M. to 6:00 P.M. and Saturday mornings from 8:00 A.M. to 1:00 P.M. but excluding all Legal Holidays.

(iii) The failure of Lessee to pay either the rent reserved or any other charges required to be paid by Lessee pursuant to this Lease when due shall entitle Lessor, in addition to any other remedies available to Lessor, upon not less than five days written notice to Lessee, to discontinue furnishing water, electrical and other services to Lessee, and no such discontinuance of services shall be deemed an eviction or disturbance of Lessee's use of said premise, nor render Lessor liable to Lessee for damages, nor relieve Lessee from the performance of Lessee's covenants and agreements hereunder.

7. RIGHTS RESERVED BY LESSOR: Lessor reserves the following rights:

(a) to change the street address or name of the Building or the unit number of said premises or the arrangement or location of entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets or other public parts of the Building without liability to Lessee;

(b) to designate all sources furnishing sign painting, lettering, vending machines, towel or toilet supplies, or other similar services required in said premises;

(c) to enter during the last 90 days of the term,


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provided Lessee shall have removed substantially all of Lessee's property from said Premises, for the purpose of altering, remodeling, repairing, renovating or otherwise preparing said Premises for re-tenanting;

(d) to grant anyone the exclusive privilege of conducting any particular business or activity in the Building;

(e) to enter said Premises at all reasonable times (1) for the making of such inspections, repairs, alterations, improvements or additions of, or to, said Premises or the Building as Lessor may deem necessary or desirable; (2) to exhibit said Premises to others during the last 6 months of the term hereunder; and (3) for any purpose whatsoever related to the safety, protection, preservation or improvement of said Premises or of the Building or of Lessor's interest;

(f) at any time or times Lessor, either voluntarily or pursuant to governmental requirements, may make repairs, alterations or improvements in or to the Building or any part thereof, and during such times may temporarily close entrances, doors, corridors, elevators or other public facilities;

(g) to charge Lessee any expense (including overtime or premium costs incurred by Lessor) resulting from repairs, alterations, decorating or other work performed in said Premises or the Building at Lessee's request made at other than business hours; and

(h) from and after the commencement date of this Lease and throughout the term of this Lease and any extension thereof, to require the Lessee to protect, indemnify and save harmless the Lessor from and against any and all liability to third parties incurred by any act or neglect of the Lessee, or any of its agents, servants or employees, in, on, or about the demised Premises and Lessee at all times shall at its own cost protect the Lessor with public liability insurance and property damage insurance in a responsible insurance company or companies authorized to do business in the state of Ohio, in the amount of not less than \$1,000,000.00 single limit, for bodily injuries (including death) and property damage. Lessor, upon written notice to Lessee, may require Lessee to increase the amount of such coverage to compensate for inflation and other economic factors occurring during the term of this Lease. Lessor shall be named as an additional insured under said policy of insurance. The Lessee shall within 10 days of commencement date of this Lease, or as soon thereafter as made available by the insurance company, deposit with the Lessor a copy of all such policies or certificates showing such insurance to be then in force.

Lessor may exercise all or any of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of Lessee's use and possession, without being liable in any manner to Lessee, and without elimination or abatement of rent, or payment of other compensation, and such acts shall in no way affect this Lease.

8. POSSESSION: If Lessor shall be unable to deliver possession of said Premises on the date of the commencement of the term hereby created because of the holding over of any tenant, or tenants, or for any other cause beyond Lessor's reasonable control, then the rent reserved shall not commence until the date possession of said Premises is available to Lessee, and Lessee agrees to accept such allowance and abatement of rent as liquidated damages, in full satisfaction for the failure of Lessor so to deliver possession on said date of commencement, and to the exclusion of all claims and rights which Lessee might otherwise have by reason of delivery of possession not being made on said date; and no failure so to deliver possession on said date shall in any event extend, or be deemed to extend, the term of this Lease. Unfinished extra work, if any, undertaken by Lessor for Lessee shall not be considered in determining the date when possession is available to Lessee.

If Lessor is unable to give possession of the Premises to Lessee on the date for the commencement of the term hereof by reason of the fact that Lessor has not substantially completed any space preparation work in said Premises pursuant to Lessor's so-called "Work Letter" signed on behalf of Lessor and Lessee (which said Work Letter, if any, is attached hereto as Exhibit C, consisting of 1 separate pages, and made a part hereof), and if the delay in completion of such work has not been caused by Lessee's failure to submit its plans and specifications to Lessor on or before the time called for in said Work Letter, or caused by other act or failure to act by Lessee, then the term of this Lease shall commence on the day following the day of certifications by Lessor's Agent that such work has been substantially completed. If such date shall be other than the first day of a calendar month, the rent for such month shall be prorated on a per diem basis. No failure to deliver possession on

the scheduled date for the commencement of the term shall extend, or be deemed to extend, the term of this Lease.

9. LOSS OR DAMAGE TO PROPERTY: All personal property belonging to Lessee or to any other person located in or about said Premises or the Building shall be there at the sole risk of Lessee or such other person, and neither Lessor nor Lessor's agents or employees shall be liable for the theft or misappropriation thereof, nor for any damage or injury thereto, nor for death or injury of Lessee or any other persons or damage to property caused by water, snow, frost, steam, heat, cold, dampness, falling plaster, explosions, sewers or sewerage, gas, odors, noise, the bursting or leaking of pipes, plumbing, electrical wiring, and equipment and fixtures of all kinds, or by any act or neglect of other tenants or occupants of the Building, or of any other person, or caused in any other manner whatsoever, unless such damage, injury or death is caused by the failure of Lessor, within a reasonable time following receipt of written notice from Lessee, to make any repairs or otherwise to perform any other term, covenant or condition of this Lease which, pursuant to the terms of this Lease, is the obligation of Lessor. Lessee shall protect, indemnify and save harmless Lessor from all losses, costs or damages sustained by reason of any act or other occurrence or failure to act causing death or injury to any person or damage to property whomsoever or whatsoever due directly or indirectly to the use or occupancy of said Premises or any part thereof by Lessee, or due directly or indirectly to any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed, and Lessee covenants, upon written notice from Lessor, to resist or defend, at Lessee's expense, any such action or proceeding by counsel reasonably satisfactory to Lessor.

10. HOLDING OVER: If at the expiration of the term of this Lease, Lessee continues to occupy the Premises, such holding over shall not constitute a renewal of this Lease, but Lessee shall be a Lessee from month to month upon all of the terms, provisions, covenants and agreements of this Lease, except that the monthly rent shall be twice the Base Rent in effect at the expiration of this Lease and that all rent adjustments, house electricity, suite electricity, utilities and other charges must be paid on the first day of each and every month without deduction or setoff. In addition, Lessee shall indemnify and hold Lessor harmless from and against all loss, cost, expense and liability Lessor may suffer by reason of Lessee's holdover. Further, Lessee shall be responsible for reasonable attorney's fees incurred by the Lessor arising directly or indirectly from the Lessee's holdover and pay all such legal fees within ten days of notification.

11. ASSIGNMENT AND SUBLETTING: Lessee shall not, without prior written consent of Lessor in each instance (a) assign, mortgage, hypothecate or convey this Lease or any interest therein; (b) allow any transfer hereof or any lien upon Lessee's interest by operation of law; (c) sublet said Premises or any part thereof; or (d) permit the use or occupancy of said Premises or any part thereof by anyone other than Lessee. If Lessee is a corporation, any material change in the equity or stock ownership of Lessee shall be deemed to be an assignment. Consent to any such assignment, conveyance, or subletting by Lessor shall not operate as a waiver of the necessity for a consent to any subsequent assignment, conveyance, or subletting, and the terms of such consent shall be binding upon any person holding by, under, or through Lessee. Such consent shall not relieve Lessee from liability hereunder for the payment of rental or performance or observance of any of the terms and conditions of this Lease.

12. TAKING AND SURRENDER OF POSSESSION: Taking of possession by Lessee shall be conclusive evidence as against Lessee that said Premises were in good order and satisfactory condition when Lessee so took possession. No representation respecting the condition of said Premises or the Building has been made by Lessor to Lessee unless contained herein; and no promise of Lessor to prepare, alter or improve said Premises for Lessee's use and occupancy shall be binding upon Lessor unless contained herein or in Lessor's said Work Letter. This Lease does not grant any rights to light or air over property except over public ways kept open by public authority, and Lessor shall not be liable to Lessee for any expense, injury, death, loss or damages resulting from work done in or upon, or by reason of the use of, any adjacent or nearby building, land or public or private way. At the expiration, or earlier termination in any manner, of the term hereof Lessee shall quit and

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surrender said Premises broom clean together with all installations, improvements and alterations (including partitions) which may have been installed by Lessor or Lessee. Said Premises shall be in as good condition and repair as when possession was delivered, reasonable use and wear and, subject to the provisions of Section 22 below, loss or damage by fire, the elements or other risk which Lessor is required to insure against excepted, failing which Lessor may restore said Premises to such condition and Lessee shall pay the cost thereof. Lessee may remove carpeting laid by Lessee, provided Lessee also removes all nails, tacks, paper, glue, bases, and other vestiges of the carpeting and restores the floor surface to the condition existing before such carpeting was laid. If Lessee fails to remove Lessee's carpeting, trade fixtures, personal property, and equipment which it has a right to remove from said Premises prior to the end of the term, Lessee shall be conclusively presumed to have abandoned the same, and ownership thereof shall forthwith vest in Lessor without payment or credit to Lessee.

13. ALTERATIONS-PERSONAL PROPERTY: Lessee shall not make any alterations, additions, improvements or other changes in or to said Premises or the Building, or attach, affix or build therein any improvement or installation without Lessor's prior written approval in each and every instance. Before any such work is done or any materials therefor are delivered on said Premises or into the Building, Lessee shall provide Lessor with plans, specifications, names of contractors, copies of contracts and necessary permits; shall indemnify and hold harmless Lessor against liens, costs, damages and expenses of all kinds; and shall submit to Lessor's reasonable supervision of said work. All additions, installations, alterations, fixtures and improvements (temporary or permanent) in and upon said Premises whether installed by Lessee or Lessor, shall become Lessor's property, and shall remain upon, and be surrendered with, said Premises without disturbance or injury upon the termination of this Lease by lapse of time or otherwise, all without payment or credit to Lessee. Lessee shall have the right to place in said Premises, at such locations therein as Lessee may from time to time determine, Lessee's furniture, trade fixtures and standard business office machines and equipment, and such personal property shall be and remain the property of Lessee, and provided Lessee is not in default hereunder, may be removed by Lessee at any time during the Lease term, upon its expiration, or upon its earlier termination in any manner. Lessee, however, agrees to repair at Lessee's expense any damage to said Premises or the Building caused by such removal. Lessee's personal property and trade fixtures shall be separately entered for assessment purposes or for taxation purposes of any kind. Lessee shall promptly pay all taxes levied thereon.

14. USE AND REPAIR OF PREMISES BY LESSEE: Throughout the term hereof Lessee shall take good care of and maintain said Premises and the fixtures and improvements therein, and shall use said Premises during the term for the purpose above specified and no other; shall not illegally sell or store therein any spirituous, malt or vinous liquors, or any narcotic drugs; shall not exhibit, sell or offer for sale on said Premises or in the Building anything whatsoever except such as are essentially connected with the stated use of said Premises; shall not make or permit any use of said Premises which, directly or indirectly, is forbidden by ordinance, statute or government regulation, or by any restrictions of record, or which may increase the premium cost of, or invalidate, any policy of insurance carried on the Building or covering its operation, and shall comply with the Rules and Regulations appearing at the end of this Lease, which Rules and Regulations are made a part hereof by reference. All repairs required to be made as a result of Lessee's misuse or neglect of said Premises or of damage to, or defacement of, the Building, or any part thereof, by reason of Lessee's tenancy therein shall be made at Lessee's expense. Lessee shall give immediate notice to Lessor in case of fire or accident in said Premises or of any defects, damage or injury therein or in any fixtures or equipment.

15. UNTENANTABILITY: Unless all or substantially all of the Building is made unfit for occupancy by fire or other casualty, acts of God or other cause, if the said Premises shall be partially

damaged by fire or other casualty, this Lease shall remain in full force and effect and the damage to said Premises shall be repaired by the Lessor, and the rent until such repairs shall be made shall be abated on a per diem basis proportionate to the extent and for the period that said Premises are unfit for occupancy. Lessor shall incur no liability on account of any delay in the completion of such repairs which may arise by reason of adjustment of insurance, labor difficulties or any other cause beyond Lessor's control. If all or substantially all of said Premises or the Building are made unfit for occupancy by fire or other casualty, acts of God or other cause, Lessor may elect (a) to terminate this Lease as of the date when said Premises or the Building are so made unfit for occupancy, by written notice to Lessee within 90 days after that date, or (b) to repair, restore or rehabilitate said Premises or the Building at Lessor's expense within one year after Lessor is enabled to take possession of the damaged Premises and undertake reconstruction or repairs; and if Lessor elects so to repair, restore or rehabilitate said Premises or the Building this Lease shall not terminate, but rent shall be abated on a per diem basis proportionate to the extent and for the period that said Premises are unfit for occupancy. In the event Lessor shall proceed under (b) above and shall not substantially complete the work within said one year (excluding from said period loss of time resulting from delays beyond the reasonable control of Lessor) either Lessor or Lessee may then terminate this Lease by written notice to the other not later than 10 days after the expiration of said one year period computed as herein provided. In the event of termination of this Lease pursuant to this Section, rent shall be apportioned on a per diem basis to and including the effective date of such termination.

16. REMEDIES OF LESSOR: All rights and remedies of Lessor herein set forth are in addition to any and all rights and remedies allowed by law and equity.

(a) If any voluntary or involuntary petition or similar pleading under any Act of Congress relating to bankruptcy shall be filed by or against Lessee, or if any voluntary or involuntary proceedings in any court or tribunal shall be instituted by or against Lessee to declare Lessee insolvent or unable to pay Lessee's debts, then and in any such event Lessor may, if Lessor so elects, with or without notice of such election and with or without entry or other action by Lessor, forthwith terminate this Lease and Lessee's right to possession of said Premises, and not withstanding any other provisions hereof, Lessor shall forthwith upon such termination be entitled to recover damages in an amount equal to the then present value of the rent reserved in this Lease for the entire residue of the stated term hereof, less the fair rental value of said Premises for the residue of the stated term hereof.

(b) If Lessee shall fail to pay the rent reserved herein, or within 5 days after notice from Lessor that said rent has not been paid, or fails to pay Lessor's charges for water, electrical or other services within 10 days after rendition of statement, or defaults in the prompt and full performance of any of Lessee's covenants and agreements hereunder, and said default is not corrected within 10 days after notice from Lessor of said default, or if the leasehold interest of Lessee be levied upon under execution or be attached, or if Lessee makes an assignment for the benefit of creditors or if a receiver be appointed for any property of Lessee, or if Lessee abandons said Premises, then and in any such event Lessor may, if Lessor so elects, and with or without notice of such election and with or without demand whatsoever, forthwith terminate this Lease and Lessee's right of possession of said Premises, or Lessor may, without terminating this Lease, terminate Lessee's right to possession of said Premises.

(c) Upon the termination of this Lease, or upon the termination of Lessee's right to possession without termination of the Lease, Lessee shall surrender possession and vacate said Premises immediately, and Lessor may enter into and repossess said Premises with or without process of law and remove all persons and property therefrom in the same manner and with the same right as if this Lease had not been made, and for the purpose of such entry and repossession Lessee waives any notice provided by law or otherwise to be given in connection therewith.

(d) If Lessor elects to terminate Lessee's right to possession only, without terminating the Lease, as above provided, Lessor may

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remove from said Premises any and all property found therein and such repossession shall not release Lessee from Lessee's obligation to pay the rent reserved herein. After any such repossession by Lessor without termination of the Lease, Lessor shall make reasonable efforts to relet said Premises, or any part thereof, as agent of Lessee to any person, firm, or corporation and for such time and upon such terms as Lessor, in Lessor's sole discretion, may determine. Lessor may make repairs, alterations and additions in and to said Premises and redecorate the same to the extent deemed by Lessor necessary or desirable, and Lessee shall, upon demand, pay the cost thereof together with Lessor's expenses (including any brokers' commission) of reletting. If the rents collected by Lessor upon any such reletting are not sufficient to pay monthly the full amount of the rent reserved herein together with the costs of such repairs, alterations, additions, redecorating and expenses, Lessee shall pay to Lessor the amount of each monthly deficiency upon demand.

(e) Any and all property which may be removed from said Premises by Lessor may be handled, removed, stored or otherwise disposed of by Lessor at the risk and expense of Lessee, and Lessor shall in no event be responsible for the preservation or safekeeping thereof. Lessee shall pay to Lessor, upon demand, any and all expenses incurred in such removal and all storage charges against said property so long as the same shall be in Lessor's possession or under Lessor's control. If any property shall remain in said Premises or in the possession of Lessor and shall not be removed by Lessee within a period of 10 days from and after the time when the Premises are either abandoned by Lessee or repossessed by Lessor under the terms of this Lease, said property shall conclusively be deemed to have been forever abandoned by Lessee.

(f) If Lessee shall default in performing any term, covenant or condition of this Lease on the part of Lessee to be performed by Lessee, which default may be cured by the expenditure of money, Lessor at Lessor's option may, but shall not be obligated to, on behalf of Lessee, expend such sum as may be necessary to perform and fulfill such term, covenant or condition, and any and all sums so expended by Lessor, with interest thereon at 4% in excess of the prime rate of interest then in effect at National City Bank, Akron (or its successor), from the date of such expenditure, shall be and be deemed to be additional rent, in addition to the annual base rent, and shall be repaid by Lessee to Lessor on demand, but no such payment or expenditure by Lessor shall be deemed a waiver of Lessee's default nor shall it affect any other remedy of Lessor by reason of such default.

(g) Lessee shall indemnify and hold Lessor harmless from and against all loss, costs, expense and liability Lessor may suffer by reason of the Lessee's default. Further, Lessee shall be responsible for reasonable attorney's fees incurred by the Lessor arising directly or indirectly from the Lessee's default and pay all such legal fees within ten days of notification.

17. SUBORDINATION OF LEASE: At the option of Lessor and/or its mortgagee, this Lease shall be either subordinate to or superior to the lien of any present or future mortgage encumbering the land and Building of which the Premises are a part. Upon the written request of Lessor and/or its mortgagee, Lessee will execute and deliver an instrument in recordable form establishing the priority between this Lease and such mortgage. If such instrument subordinates this Lease to such mortgage such instrument shall also contain the commitment of the mortgagee that Lessee will not be disturbed in its use and enjoyment of the Premises by Lessor or the mortgagee or any person or party claiming by, through or under either of them provided that Lessee has not committed a default of this Lease. In the event of foreclosure by the mortgagee, Lessee shall attorn to the New Owner of the Premises, that is, to the purchaser at a foreclosure sale of the land and Building of which the Premises are a part, whether the purchaser is the mortgagee or a third party, and also to the grantee of a deed given in lieu of foreclosure, as successor Lessor under the Lease. Lessee shall, upon written request of the mortgagee, pay its rent and its other monetary obligations under this Lease to the mortgagee, rather than to Lessor. At such time as a New Owner should become the owner of the land and Building of which the Premises are a part, the New Owner shall not be bound by rent or other monetary obligations which Lessee has paid more than one month in advance, nor responsible for accrued liabilities of the Lessor under this Lease, nor responsible to cure existing defaults of the Lessor, other than defaults of a continuing nature of which the mortgagee has received notice and in respect of which Lessee has afforded the mortgagee a reasonable cure period following such notice, nor responsible to

return any security deposit previously paid to the Lessor but not actually received by the New Owner, nor responsible for the act, fault or neglect of the Lessor occurring after the New Owner became the owner of such land and Building.

18. NOTICES: In every instance where it shall be necessary or desirable for Lessor to serve any notice or demand upon Lessee, such notice or demand shall be deemed sufficiently given or made if, in writing, it is mailed to Lessee by registered, or certified, United States mail, postage prepaid, addressed to Lessee at the Building of which the said Premises are a part, and the time of giving or making such notice or demand shall be deemed to be the time when the same is mailed as herein provided. Any notice by Lessee to Lessor must be sent by registered, or certified, United States mail, postage prepaid, addressed to Lessor at the address where the last previous rent hereunder was paid. Wherever in this Lease, in connection with the breach or performance of any of the covenants and agreements of Lessee, no period of time or notice is required by the terms hereof, no notice shall be required as a prerequisite to the exercise of any right or remedy of Lessor.

19. ACCESS TO BUILDING: Lessee, for Lessee and for Lessee's agents, employees, licensees, and invitees, agrees that all such persons desiring to enter or leave the Building at other than normal business hours, shall use such entrances or exits as may be designated by Lessor, and shall comply with the Building security regulations established from time to time by Lessor with respect to identification, registration, method of signaling for admission, etc., so as to establish the right of such persons to enter or to leave the Building. The provisions of this Section shall not require the Lessor to keep the Building open other than during normal business hours.

20. COMMON AREAS: Lessee and Lessee's agents, employees, licensees, and invitees shall have the right to use, in common with Lessor and Lessor's tenants and the agents, employees, licensees and invitees of each, the public sidewalks, entrances, lobbies, vestibules, stairways, corridors, passenger and freight elevators, public toilets, and other public areas of the Building, subject, however, to applicable Building rules, regulations and security measures. Lessee and Lessee's agents, employees, licensees and invitees shall not obstruct or litter, or use for storage (temporary or otherwise) or for the display of merchandise or services, or for any purpose other than the intended and normal purpose, any of said public sidewalks, entrances, lobbies, vestibules, stairways, corridors, passenger and freight elevators, public toilets and other public areas of said Building; and no floor mats or runners shall be placed by Lessee in any Building corridor, lobby or vestibule.

21. EMINENT DOMAIN: Lessee agrees with Lessor that if the whole or any part of said Premises shall be appropriated, condemned, taken or otherwise acquired by any public or quasi-public authority under the power of eminent domain, condemnation or other proceedings, this Lease and the estate hereby created shall terminate and wholly expire on the date title shall vest in the acquiring authority, and all rent shall be prorated and adjusted as of said date. In no event whatsoever shall Lessee have any claim to the amount, or any portion thereof, that may be awarded as damages or paid as a result of such appropriation and taking. Lessee hereby assigns to Lessor all of Lessee's right, title and interest in and to any and all amounts awarded or paid by reason of such appropriation, condemnation and taking, provided however, that none of the foregoing is meant to deprive the Lessee from claiming moving expenses, displacement expenses or the like solely from the acquiring authority.

22. WAIVER OF SUBROGATION: It shall be the obligation of both parties to this Lease, Lessor and Lessee, at all times to keep and maintain in full force and effect full and adequate insurance coverage against loss or perils covered by standard fire insurance policies, with extended coverage and with vandalism and malicious mischief endorsements, insuring (as concerns Lessor) the Building of which said Premises are a part and also said Premises (but excluding the contents thereof and fixtures, trade fixtures, leasehold improvements, machinery, equipment, furniture and other property, if any, owned by Lessee or by third parties) and (as concerns Lessee) such coverage shall insure all property owned by Lessee or by third parties and in Lessee's possession, including the contents of said Premises and any fixtures, trade fixtures, leasehold improvements, machinery, equipment, furniture and other property, if any, owned by Lessee or by any such third party. **PLEASE SIGN**

Lessor

Lessee

INITIAL

also carry business interruption insurance. In the event of loss or damage due to a risk or peril so required to be insured against, neither Lessor or its insurance company or companies nor Lessee or its insurance company or companies, nor any such third party, or its insurance company or companies, shall have any right of action or claim, by way of subrogation, or otherwise, against either party to this Lease, or the agents, servants, employees, or invitees of that party, as a result of any such loss or damage, it being the intention of the parties that in the event of any such loss or damage, Lessor, Lessee and any third party shall look solely to its own insurance company to recoup any such loss caused by any such risk or peril and that upon payment having been made by any such insurance company, any such insurance company so making payment shall have no right of action over against either party to this Lease, or the agents, servants, employees or invitees of that party because of any payment so made to its insured. The provisions of this Section 22 shall be applicable whether or not the insurance coverage required to be kept and maintained as outlined herein is in fact so kept and maintained and whether or not such loss or damage is caused, or claimed to be caused, by the act, fault or neglect of either party to this Lease or its agents, servants, employees or invitees. Provided, however, that nothing herein contained shall be construed to relieve Lessee, its agents, servants, employees or invitees, from liability to Lessor as to any loss or damage sustained by Lessor within the deductible portion of Lessor's insurance coverage, provided the deductible amount thereof is not in excess of \$1,000.00, and provided, further, that nothing herein contained shall be construed to relieve either party to this Lease, or any third party, or its or their agents, servants, employees or invitees of liability to the injured party for loss or damage caused by willful or wanton misconduct or intentionally destructive or malicious acts.

23. RIGHT TO RELOCATE LESSEE: The parties to this Lease anticipate that it might be necessary, in order to maximize the utilization of space in this building, to relocate Lessee herein from its present demised Premises to another location within the building having approximately the same areas as the demised Premises herein, Lessor, accordingly, reserves the right to relocate Lessee from the present demised Premises (the "old" space) to a new location in the Building (the "new" space), subject to the following terms and conditions:

(a) The new space will be substantially the same in area as the old space, plus or minus a factor of 10%.

(b) Lessor, at its sole cost and expense, shall, as nearly as reasonably possible, provide labor and materials so as to cause the new space to be a duplicate of the old space as concerns partitions, room sizes, wall coverings, wiring, lighting and other electrical fixtures, cabinets, plumbing, restrooms and sanitary facilities and other improvements made or constructed in the old space, whether by Lessee or Lessor.

(c) To the extent possible, any fixtures, trade fixtures, shelving, cabinets or similar improvements situated in the old space will be disassembled, detached and reassembled and reattached in the new space by Lessor.

(d) The contents of the old space will be moved to the new space at a time (for example, on weekends or after normal business hours) which will cause the least inconvenience to Lessee, at the sole cost and expense of Lessor. The process of moving shall be accomplished, from start to finish, as quickly as reasonably possible, so as to minimize inconvenience to Lessee.

(e) Lessor, at its sole cost and expense, will be responsible for all required hookups of electrical equipment, telephones, business machinery and equipment and other appliances previously located and hooked up within the old space and removed to the new space for installation.

(f) Lessor will give Lessee at least 60 days' prior notice of any contemplated move, which notice shall also state the approximate date that the move will be accomplished.

(g) Subject to the prior written approval of Lessor, which approval shall not be unreasonably withheld, Lessor shall also assume and pay any reasonable and necessary expenses of Lessee caused by the move as, for example, architectural fees which the Lessee might be required to expend to lay out the new space for utilization by the Lessee.

(h) In the event the area of the new space is not exactly the same as the area of the old space, the rentals payable by Lessee, commencing on the first day of the month next following the month during which the move is completed, will be adjusted, either upwards or downwards, using as the basis for the adjustment the then current rent payable by Lessee on the basis of cost per square foot per year to make the required computation. In addition, the percentage share of Lessee, as set forth in Section 4 (e) above will be adjusted to reflect the correct percentage pertaining to the new space occupied by Lessee.

(i) The aforementioned terms and conditions shall be applicable at any time after execution of this Lease, even though Lessee may not have entered into possession of the demised Premises herein and accordingly no physical "move" of Lessee from the old space to the new space would be involved. In such an event, the rentals payable by Lessee for the new space and based upon the area of the new space, would commence at the time set forth in this Lease.

24. SECURITY DEPOSIT: Lessee, prior to the commencement date of this Lease, shall deposit with Lessor a security deposit in the amount of \$ -0-. Lessor shall hold such sum, without obligation of paying interest thereon, as a partial security for the full and faithful performance of all terms, covenants and conditions of this Lease on the part of Lessee to be performed, and Lessor may expend from such Security Deposit such sums of money as might be necessary or required to correct or cure any defaults on the part of Lessee which can be corrected or cured by the expenditure of money, and after any such expenditure, Lessee shall, upon the written demand of Lessor, pay to Lessor the amount of money so expended so that such Security Deposit at all times remains in an amount at least equal to the initial amount so deposited. Such Security Deposit shall be returned to Lessee upon termination of this Lease provided that, as of such time, Lessee has fully and faithfully complied with all terms, covenants and conditions of this Lease on the part of Lessee to have been performed.

25. NO WAIVER:

(a) No receipt of money by Lessor from Lessee with knowledge of the breach of any covenants of this Lease, or after the termination hereof, or after the service of any notice, or after the commencement of any suit, or after final judgment for possession of said Premises shall be deemed a waiver of such breach, nor shall it reinstate, continue or extend the term of this Lease or effect any such notice, demand or suit.

(b) No delay on the part of Lessor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other, or further, exercise thereof, or the exercise of any other right, power or privilege.

(c) No act done or thing said by Lessor or Lessor's agents or employees shall constitute a cancellation, termination or modification of this Lease, or a waiver of any covenant, agreement or condition hereof, nor relieve Lessee from Lessee's obligation to pay the rents reserved or other charges to be paid hereunder. Any waiver or release by Lessor and any cancellation, termination or modification of this Lease must be in writing signed by Lessor.

26. RULES AND REGULATIONS: Lessee and Lessee's agents, employees and invitees shall faithfully observe, and strictly comply with the Rules and Regulations appearing at the end of this Lease and made a part hereof, and with such further reasonable Rules and Regulations as Lessor may, after notice to Lessee, from time to time adopt. Nothing in this Lease contained shall be construed to impose upon Lessor any duty or obligation to enforce the Rules and Regulations in any other lease as against any other lessee, and Lessor shall not be liable to Lessee for violation of the same by any other lessee or the agents, employees, licensees or invitees of such other lessee.

27. BROKER: Lessee represents and warrants to Lessor that no broker negotiated or was instrumental in negotiating or consummating this Lease except N/A.

LESSOR
[Signature]
INITIAL
LESSEE

28. **ENTIRE AGREEMENT:** This Lease contains the entire agreement between the parties hereto and shall not be modified in any manner except by an instrument in writing executed by said parties or their respective successors in interest. If more than one person or entity or a combination thereof comprise "Lessee", their liability hereunder shall be joint and several.

29. **RECORDING:** The parties hereto agree that this Lease shall not be recorded, but on request of either party, Lessor and Lessee agree to execute a Memorandum of this Lease, which Memorandum of Lease may then be recorded in the office of the County Recorder in which said Premises are located.

30. **SECTION HEADINGS:** The section headings appearing on this Lease are inserted only as a matter of convenience and for reference purposes, and in no way define, limit or describe the scope and intent of this Lease, or any section hereof, nor in any way affect it.

31. **QUIET ENJOYMENT:** If Lessee shall (1) pay the rent reserved, the charges for services stipulated herein and other amounts to be paid by Lessee to Lessor, and (2) well and faithfully keep, perform and observe all of the covenants, agreements and conditions herein stipulated to be kept, performed and observed by Lessee, Lessee shall at all times during the term of this Lease have the peaceable and quiet enjoyment of said Premises without hindrance of Lessor or any person lawfully claiming under Lessor, subject, however, to the terms of this Lease and any instrument provided for in Section 17.

32. **BINDING EFFECT:** The covenants, agreements and conditions contained in this Lease shall be binding upon and shall

inure to the benefit of Lessor and Lessee, and their respective heirs, legal representatives, successors and assigns to the extent permitted in this Lease. Provided, however, that if Lessor should sell the Building and the grounds thereof, of which the demised Premises are a part, or convey title thereto to a third party purchaser or other grantee, or otherwise cease being the owner thereof, then Lessor, as of the date of such sale, conveyance or termination of ownership, and thereafter, shall have no further liability or obligations pursuant to this Lease except as to those liabilities and obligations, if any, accrued as of such date.

33. **WAIVER OF JURY TRIAL AND COUNTERCLAIM:** In the event Lessor commences any summary proceedings or action for nonpayment of Rental or other charges provided for in this Lease, or any other action to enforce any provision of this Lease, Lessee shall not interpose any non-compulsory counterclaim of any nature in any such proceedings or action. Lessee and Lessor both waive a trial by jury of any or all issues arising in any action or proceeding between the parties hereto or their successors, under or connected with this Lease.

34. **PARTIAL INVALIDITY:** If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

35. **ADDITIONAL TERMS:** See Addendum (if any) attached hereto.

PLEASE

INITIAL

Lessor _____

Lessee _____

IN WITNESS WHEREOF, Lessee and Lessor have executed duplicate counterparts of this LEASE AGREEMENT as of the day, month and year first above shown.

LESSEE:

CEP ACQUISITION LLC
By Anthony J. Murru & CFO (Title) Managing Member
By _____ (Title)

WITNESS:
Mary Lou Michalec

As to Lessee

STATE/Commonwealth of _____
COUNTY OF _____, SS:
The foregoing instrument was acknowledged before
me on _____ by

Notary Public
My Commission Expires: _____

STATE/Commonwealth of OHIO
COUNTY OF SUMMIT, SS:
The foregoing instrument was acknowledged before
me on August 23, 2005 by
Anthony J. Murru
as Managing Member & CFO of
CEP Acquisition LLC
an Ohio Limited Liability Company, on
behalf thereof.

Mary Lou Michalec
Notary Public
My Commission Expires: _____
MARY LOU MICHALEC
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
January 20, 2010

LESSOR:

3560 W MARKET LLC
By Tina B. Haddock-Rama (Title) Managing Member
By _____ (Title)

WITNESS:
Lisa A. Gorge
Tina B. Haddock-Rama

As to Lessor

STATE/Commonwealth of _____
COUNTY OF _____, SS:
The foregoing instrument was acknowledged before
me on _____ by

Notary Public
My Commission Expires: _____

STATE/Commonwealth of OHIO
COUNTY OF SUMMIT, SS:
The foregoing instrument was acknowledged before
me on August 25, 2005 by
John D. Dellagnese, III
as Managing Member of
3560 W Market LLC
a/an Ohio Limited Liability Company, on
behalf thereof.

Tina B. Haddock-Rama
Notary Public
My Commission Expires: _____
TINA E. RAMA
Notary Public, State of Ohio
Summit County
My Commission Expires May 28, 2006

GUARANTEE

In order to induce Lessor to enter into the foregoing Lease being executed simultaneously with Lessee, the undersigned does hereby unconditionally guarantee the payment of all rents in said Lease on the part of the Lessee to be paid and the prompt performance by Lessee of all other terms and conditions of said Lease. The undersigned agree that it shall not be necessary for said Lessor to exhaust its remedies against Lessee before calling upon the undersigned for payment or fulfillment of any of the obligations being guaranteed. It is hereby agreed that no modification, extension, indulgence, forbearance or change granted to the Lessee, its successors or assigns, shall release the undersigned from this Guarantee. The liability of the undersigned to Lessor shall be joint and several, and to the same extent as if the undersigned were named Lessee in this Lease.

In Witness Whereof, _____ have
hereunto set hand(s) this _____ day of _____.

Name: _____ SS #: _____
Name: _____ SS #: _____

RULES AND REGULATIONS

1. WINDOWS AND PROJECTIONS: Nothing shall be affixed to or projected beyond the outside of the Building by Lessee without the prior written consent of Lessor. If Lessee desires, and Lessor permits, blinds, shades, or other form of outside or inside window covering, they shall be furnished and installed at the expense of Lessee and must be of such shape, color, material and make as are approved by Lessor.

2. ADVERTISING AND SIGNS: Unless expressly permitted by Lessor, no sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed on any part of the outside or inside of the Building, except on the glass or panels of the doors of the leased premises, and then only of subject matter and in such color, size, style and material as shall conform to the specifications of Lessor. Lessor reserves the right to remove all other signs or lettering, without notice to Lessee, at the expense of Lessee. Any newspaper, magazine or other advertising done from said premises, or referring to said premises or the Building, which in the opinion of Lessor is objectionable, shall be immediately discontinued upon notice from Lessor.

3. BICYCLES AND ANIMALS: Unless expressly permitted by Lessor, no bicycle or other vehicle and no animal shall be brought or permitted to be in the Building or any part thereof.

4. CLOSING AND LOCKING DOORS AND WINDOWS: Unless expressly permitted by Lessor, all doors to said premises are to be kept closed at all times except when in actual use for entrance to or exit from said premises. Lessee shall be responsible for the locking of doors and the closing of transoms and windows in and to said premises. Lessee shall be responsible for any damage or loss resulting from violation of this rule.

5. MACHINERY: Unless Lessor gives prior written consent in each and every instance, Lessee shall not install or operate any steam or internal combustion engine, boiler, machinery, refrigerating or heating device or air-conditioning apparatus in or about said premises, or carry on any mechanical business therein. All equipment of any electrical or mechanical nature shall be placed in settings which absorb and prevent vibration, noise, or annoyance, or the spillage or leakage of fluids, oils or grease on the floors of said premises.

6. FURNITURE OR EQUIPMENT REMOVAL: Moving or delivery of furniture, trade fixtures and equipment, and freight by or for Lessee shall be done at such times and in such manner as may be required by Lessor. Lessee shall list with Lessor any and all furniture, trade fixtures and equipment, and similar articles to be removed from the Building, and the list must be approved at the Office of the Building before Building employees shall permit any article to be removed. Lessor reserves the right, but shall not be obligated, to inspect all articles being moved in or out of the Building, and Lessor shall not be liable to Lessee or to any other person for loss of, or damage to, any furniture, trade fixtures and equipment or other personal property from any cause.

7. UNSIGHTLY PLACEMENT OF EQUIPMENT: Unless expressly permitted by Lessor, Lessee shall not place or allow anything to be against or near the glass of partitions or doors of said premises which may diminish the light in, or be unsightly from halls or corridors.

8. LOCKS: Unless expressly permitted by Lessor, no additional locks or similar devices shall be attached to any door or window and no keys other than those provided by Lessor shall be made for any door. If more than two keys for one lock are desired by Lessee, Lessor shall provide the same upon payment therefor by Lessee; Lessee shall obtain keys from Lessor only and from no other source. Upon termination of this Lease or of Lessee's possession, Lessee shall surrender all keys of said premises and shall provide Lessor with the then-current combinations for any combination locks on safes, cabinets and vaults.

9. NOISES AND OTHER NUISANCES: Lessee shall not make or permit any noise or odor that is objectionable to Lessor or to other occupants of the Building to emanate from said premises, and shall not create or maintain a nuisance therein, and shall not disturb, solicit or canvass any occupant of the Building, and shall not do any act tending to injure the reputa-

tion of the Building. Lessee shall not install or operate any phonograph, musical instrument, radio or television receiver or similar device in the Building without prior approval of Lessor. The use thereof, if permitted, shall be subject to control by Lessor to the end that others shall not be disturbed or annoyed.

10. SAFES OR HEAVY ARTICLES: Lessee shall not overload any floor. Lessor may, but shall not be required to, direct the routing and placement of safes and other heavy articles. Safes, furniture and all large articles shall be brought into said premises or removed therefrom at the Lessee's sole risk and responsibility.

11. LEDGES AND WINDOWS: Lessee shall not place or permit to be placed any article of any kind on the window ledges or elsewhere on the exterior walls, and shall not throw or drop, or permit to be thrown or dropped, any article from any window of the Building.

12. TELEGRAPHS, ANTENNAE, ETC.: No electric wires, telegraphs, telegraph call boxes, antennae, aerial wires or other electrical equipment or apparatus shall be installed inside or outside of the Building without approval of Lessor.

13. SOLICITORS: Lessor reserves the right, but shall not be held 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 judgement of Lessor, constitutes an annoyance to any of the tenants of the Building or an interference with Lessor's operation of the Building, or who are otherwise undesirable.

14. FLAMMABLE MATERIALS: No article extra hazardous on account of fire and no explosive shall be brought into said premises or into the Building. The storage and use of all flammable and volatile materials or substances shall be in conformity with applicable laws, rules and regulations of all duly constituted public authorities.

15. LODGING, ETC.: The premises hereby leased shall not be used for lodging or sleeping purposes, and no cooking of food shall be done therein.

16. ADDITIONAL RULES: Lessor reserves the right to make such other and further Rules and Regulations as in Lessor's judgment may from time to time be needful or desirable for the safety, care, cleanliness and efficient operation of the Building and for the preservation of good order therein.

17. UNIFORMITY OF APPEARANCE: Lessee acknowledges that it is of the utmost importance to Lessor that the appearance of the various suites occupied by lessees of the Building, as viewed from the exterior of the Building and as viewed from the atrium of the Building (if any) be uniform and compatible as to colors, materials, and design of curtains, drapes and other window or glass coverings, ceiling, wall and floor coverings and furniture and furnishings, and consistent with the architectural aspects and appearance of the Building itself, which is contemporary. Accordingly, Lessor, either personally or through its architect, reserves the right to approve or disapprove all of the foregoing before the same are installed or constructed by Lessee or brought upon the demised premises by Lessee. It shall be the obligation of Lessee before installing or constructing any of the foregoing or bringing any of the foregoing upon the demised premises, to submit detailed plans, specifications and colors to Lessor, in writing, for the approval or disapproval of Lessor or its said architect. In the event of disapproval, Lessor shall specifically state, as to each item disapproved, an alternate thereto which is satisfactory to Lessor and accordingly, when re-submitted, will be approved by Lessor. If so requested by Lessee, Lessor will personally or through its said architect, and at no charge to Lessee, consult with Lessee and develop plans, specifications and colors which, when re-submitted to Lessor, will be approved by Lessor. In exercising its rights herein, Lessor agrees that it will not unreasonably withhold or delay its approvals. If Lessor does not disapprove Lessee's plans, specifications and colors within 21 days following submission thereof by Lessee, such plans, specifications and colors shall be deemed to have been approved by Lessor.

PLEASE
Lessor
Lessee
INITIAL

ADDENDUM

This is an Addendum to that certain "STANDARD OFFICE LEASE (Modified Net Lease)", hereinafter referred to as the "Lease", executed on same date herewith wherein **3560 W MARKET LLC**, an Ohio Limited Liability Company, is "Lessor" and, **CEP ACQUISITION LLC**, an Ohio Limited Liability Company is "Lessee". References hereinafter noted are to section numbers of the Lease. In the event of a conflict between the terms of the Lease and the terms of this Addendum, the terms of this Addendum shall control.

36. **LEASEHOLD IMPROVEMENTS (New):** Lessor will provide Leasehold Improvements as detailed on Exhibit C at Lessor's expense.

37. **SIGNAGE (New):** Upon occupancy, Lessor agrees to make available to Lessee a portion of exterior signage for its use, the size and location of said portion of exterior signage being defined on Exhibit D. The exterior signage will be in the standard burgundy color of the other panels on the sign and the cost of such signage will be Lessee's expense.

IN WITNESS WHEREOF, the parties hereto have set their hands to this Addendum as of the date stated on page one of the Lease to which this Addendum is attached.

LESSOR:

3560 W MARKET LLC

JOHN D. DELLAGNESE III, Managing Member

STATE OF OHIO }SS.
COUNTY OF SUMMIT

The foregoing instrument was acknowledged before me on the 25th day of August, 2005 by John D. Dellagnese, III as Managing Member of 3560 W Market LLC, on behalf thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Akron, OH this 25th day of August, 2005.

Tina E. Rama
Notary Public
TINAE RAMA
Notary Public, State of Ohio
Summit County
My Commission Expires: May 26, 2006
My Commission Expires May 26, 2006

LESSEE:

CEP ACQUISITION LLC

Anthony J. Murru

STATE OF OHIO }SS.
COUNTY OF SUMMIT

The foregoing instrument was acknowledged before me on the 23rd day of August, 2005 by Anthony J. Murru as Managing Member of FCFO CEP Acquisition LLC, on behalf thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Akron, Ohio this 23rd day of August, 2005.

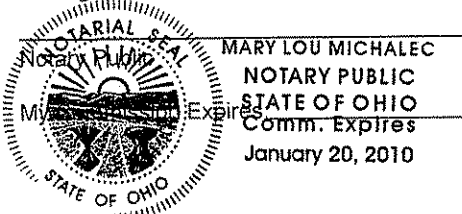
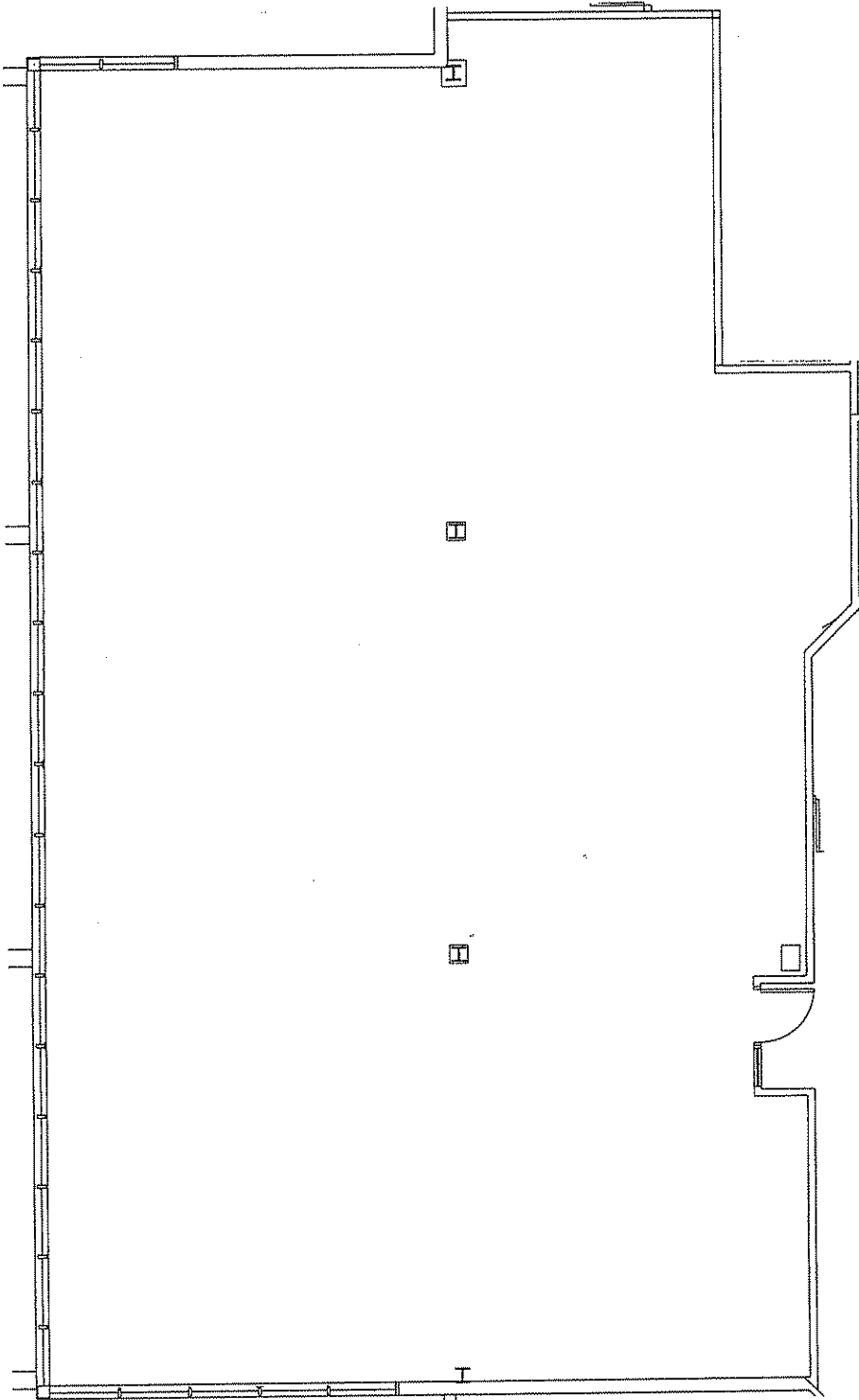


EXHIBIT A



PLEASE
INITIAL

EXHIBIT B

ANNUAL BASE RENT: In no event, however, shall the Annual Base Rent payable during any Lease year be less than the Annual Base Rent payable during any previous lease year.

During the term of this Lease, that period being September 1, 2005 through July 31, 2007, Lessee shall pay to Lessor Annual Base Rent in equal monthly installments on the first day of each month, in advance, in the amount of \$62,493.07 per year, with the monthly payment being \$5,207.76.

PLEASE

INITIAL

EXHIBIT B-1

The following is merely an example for the purpose of illustration to show how the rent adjustment set forth in Section 5 is to be calculated.

Assume, for the purpose of illustration only, that the Base Year is 1991, the Base Rent is \$15,000 per year (payable at the rate of \$1,250.00 per month), the commencement date of this lease is January 1, 1991, Lessee's share is 30% and the total Operating Expenses and Taxes for the year 1992 is \$2,500.00, an increase of \$500.00 over the base year's operating expenses and taxes of \$2000. Lessee's share of this increase is \$150.00. Assume further that Lessor renders it's statement to Lessee in the amount of \$150.00 on March 1, 1993. Such amount \$150.00, would be immediately due and owed by Lessee to Lessor unless Lessee should dispute such indebtedness, as provided for in Section 5. In addition to the payment of such sum of \$150.00, the monthly rentals required to be paid by Lessee to Lessor during the year 1993 would be increased by \$12.50 per month (\$150.00 divided by 12 months) and new monthly rentals for 1993 would accordingly be established in the amount of \$1,262.50 per month, retroactive to the monthly payment due January 1, 1993.

Continuing on with this example, further assume that the total of such Operating Expenses and Taxes during the year 1993 was \$3,100.00, an increase of \$1,100.00 over the base year. Lessee's share would be \$330.00 less the credit to which Lessee would be entitled (\$150.00) for having made during the year 1993 additional rental payments over and above the Base Rent, in the total amount of \$150.00, at the rate of \$12.50 per month. The statement rendered accordingly would be in the amount of \$180.00. In addition, the rentals payable during the year 1994 would be adjusted again by adding \$27.50 (\$330.00 divided by 12 months) to all Base monthly rentals payable during the year 1994, resulting in a new estimated Adjusted Annual Rent for each month of the year 1994, in the amount of \$1,277.50.

In the event that the statement rendered by Lessor to Lessee, following the close of any calendar year, should reflect that Lessee, because of the estimated Adjusted Annual Rentals which it has paid during such calendar year, is entitled to a credit, such credit shall be applied to the rentals otherwise due from Lessee to Lessor for the month next following the month in which such statement is rendered and for any ensuing months, if required, to exhaust such credit.


PLEASE

INITIAL

EXHIBIT C

1. Remove one half of the wing wall in the lobby area.
2. Remove a drywall partition to convert two smaller offices into a one larger office.
3. Remove dark green wallpaper and replace with Lessee's choice of Type I building standard wallpaper.
4. Clean the carpet.
5. Make any repairs to the existing ceiling, walls, doors, etc.

PLEASE

INITIAL

EXHIBIT D

<i>CEP ACQUISITION LLC</i>
Medical Mutual
Odyssey Health Systems
Crystal Clinic Business Office
Randall Mortgage Services Inc.

PLEASE



INITIAL

SECOND ADDENDUM TO LEASE

This Second Addendum to Lease is made and entered into as of this 27th day of April, 2006, by and between **3560 W MARKET LLC**, an Ohio limited liability company, hereinafter referred to as "Lessor" and **CREATIVE ENGINEERED POLYMER PRODUCTS, LLC** an Ohio limited liability company formerly known as CEP ACQUISITION LLC, hereinafter referred to as "Lessee". Reference is made to that certain Standard Office Lease (Modified Net Lease)" dated August 25, 2005 which, together with the Attachments, Exhibits and Addendum to Lease are hereinafter collectively referred to as the "Lease". In the event of a conflict between the terms of the Lease and the terms of this Second Addendum, the terms of this Second Addendum shall control.

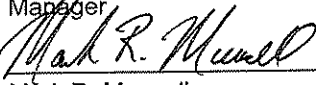
This Second Addendum is made necessary because of the fact that Lessee is expanding its space by 3,114 rentable square feet through the addition of Suite 400 as shown on **Exhibit A-1**, in the 3560 West Market Street Building to Lessee's Premises, commencing April 24, 2006 and ending on October 31, 2006.
It is accordingly agreed to by and between the parties as follows:

1. Effective April 24, 2006, Lessee is changing its total square footage from 3,841 rentable square feet to 6,955, within the 3560 West Market Street Building.
2. Effective April 24, 2006, Lessee's new percentage of building is changing from 7.8% to 14.1%.
3. Effective May 1, 2006, the Annual Base Rent shall increase from \$62,493.07 to \$113,157.85 with the monthly payment being \$9,429.82
4. Lessee and Lessor shall have the option to cancel this Addendum effective the last day of any month by giving thirty (30) days prior written notice of its election so to cancel.
 - (A) At the time of giving such written notice and at all times thereafter, there is no breach or default under this Lease on the part of Lessee.
 - (B) Lessee shall fully and promptly perform all of the terms, covenants and conditions of said Lease, including the payment of rent, through such effective cancellation date.
5. All other terms and conditions of Lease will remain in effect.

IN WITNESS WHEREOF, the parties have set their hands on the dates hereinafter noted.

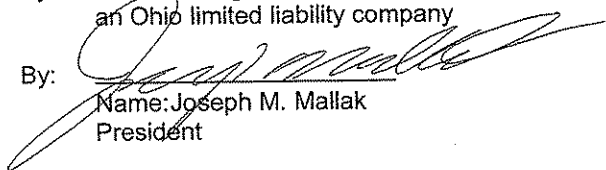
LESSOR:

3560 W MARKET LLC,
an Ohio limited liability company

By: Fairlawn Group Management LLC,
an Ohio limited liability company
Its: Manager
By: 
Mark R. Munsell,
Authorized Member

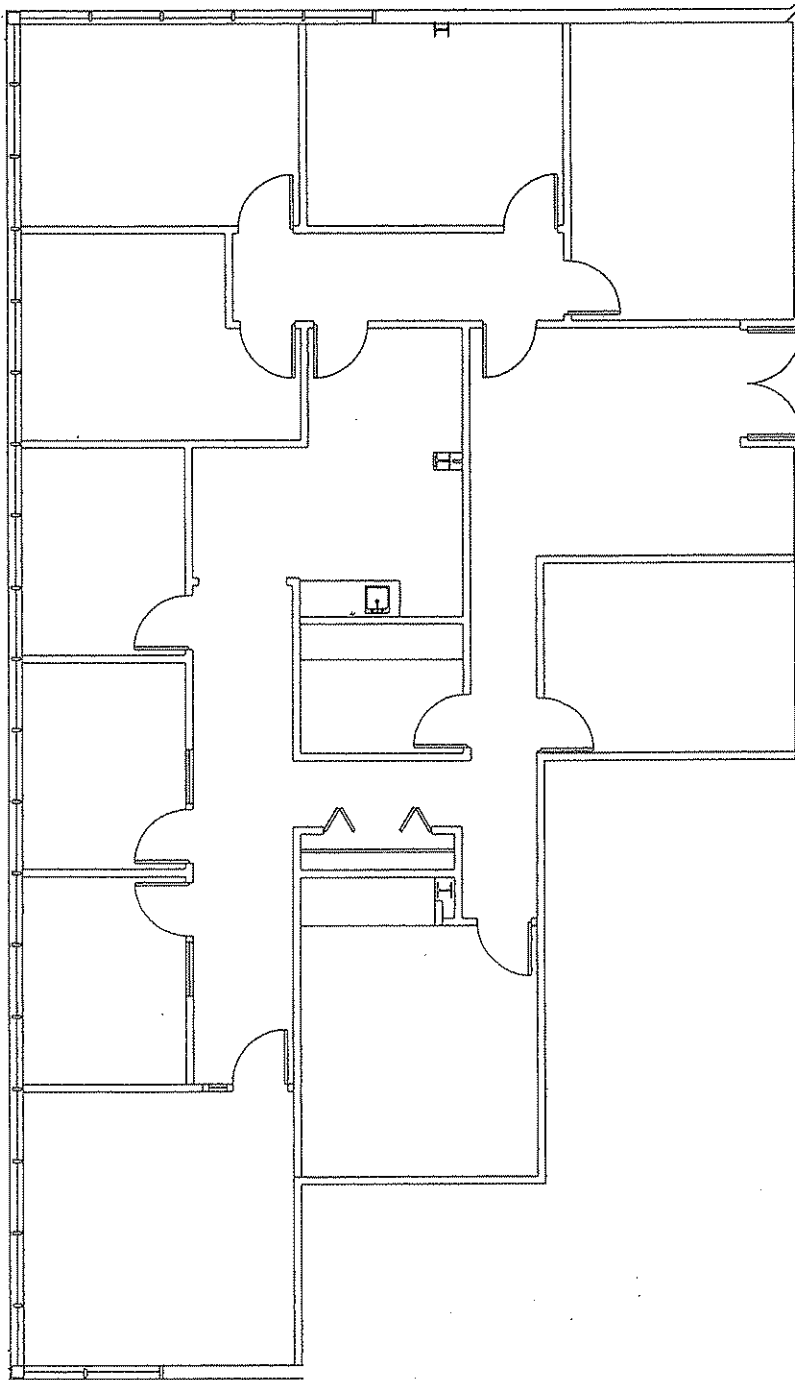
LESSEE:

Creative Engineered Polymer Products, LLC

By: **Creative Engineered Polymer Products, LLC**
an Ohio limited liability company
By: 
Name: Joseph M. Mallak
President

3560 West Market Street
Suite 400
3,114 RSF

EXHIBIT A-1



NTS