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EXHIBIT E

		Page 1
1	IN THE UNITED STATES DISTRICT COURT	
2	FOR THE NORTHERN DISTRICT OF OHIO	
3	EASTERN DIVISION	
4	216 JAMAICA AVENUE, LLC,	
5	Plaintiff,	
6	vs. Case No. 06-1288	:
7	S&R PLAYHOUSE REALTY CO.,	
8	Defendant.	
9		
10	DEPOSITION OF PATRICK M. LOTT	
11	FRIDAY, FEBRUARY 23, 2007	
12		
13		
14	Deposition of PATRICK M. LOTT, a	
15	Witness called by the Plaintiff for examination	
16	under the Applicable Rules of Federal Civil	
17	Procedure, taken before me, Cynthia A. Sullivan,	
18	a Registered Professional Reporter and Notary	
19	Public in and for the State of Ohio, pursuant to	
20	notice and stipulations of counsel at the	
21	offices of Thompson Hine, LLP, 3900 Key Center,	
22	127 Public Square, Cleveland, Ohio, on the day	
23	and date set forth above at 9:50 a.m.	
24		
25	ORIGINA	L.

February 23, 2007

		Page 29
1	worth 99 years from now, less or more. We have	
2	inflation, and we have deflation.	
3	Q. If the plaintiff's view of this gold	
4	clause is correct and you're supposed to be	
5	paying an amount up to 1,693 ounces of gold coin	
6	a year strike that.	
7	Since S&R became the lessee in 1982,	
8	is it correct that it has paid \$35,000 in	
9	currency every year?	
10	A. I believe so.	
11	Q. Do you have any reason to believe that	
12	they have paid a different amount?	
13	A. No.	
14	Q. If the plaintiff's understanding of	
15	the gold clause is correct, then for the past 24	
16	years S&R has had a pretty good deal?	
17	MR. WALTERS: Objection.	
18	A. Pretty good deal, I would say, no,	
19	they have not had a pretty good deal.	
20	Q. Why is that?	
21	A. Because the building has lost money	
22	all but a few years since we built it.	
23	Q. If you had had to pay I'll use the	
24	term gold adjusted amount to refer to the rent	
25	according to plaintiff's understanding of the	

Clevland, OH

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	1	whether or not you're going to renew?	
	2	A. No.	
	3	Q. If S&R does not renew the lease at	
	4	all, does that affect S&R's subtenants in the	
	5	building?	
	6	A. That calls for a legal opinion, and	
	7	I'm not sure I'm qualified. I would assume it	
	8	would, yes, I mean if we have to abandon the	
	9	premises. Again, though, somebody has got to	
	10	own it. Those leases would run with the land.	
	11	Would they affect the tenants in the	
	12	building? Maybe not. You know, there is I'm	
	13	not sure they would, actually. Somebody has got	
	14	to own it. The leases would run to whomever	
	15	would own it, and perhaps they wouldn't be.	
	16	Q. Do any of the current subtenants of	
	17	S&R have a sublease that extends beyond 2012?	
	18	A. Yes.	
	19	Q. Yes?	
	20	A. Yes.	
	21	Q. At this point in time S&R has no right	
	22	to be on the property beyond 2012; is that	
	23	right?	
	24	A. Until such time as we would extend the	
	25	term, I would guess, yes.	a a a a a a a a a a a a a a a a a a a
		•	name.