

NNN Ground Lease

BONEFISH GRILL & FLEMING'S STEAKHOUSE Marlton, New Jersey

\$5,375,000
ASKING PRICE

Ground lease situated on 3.53 acres located on State Highway 73 in Marlton, New Jersey

11,536 s.f. building (built in 2008) houses both Bonefish Grill and Fleming's Steakhouse

Sits between Cherry Hill Mall and Marlton Square lifestyle center

Key tenants at Cherry Hill Mall include Old Navy, JCPenney, Crate & Barrel, The Container Store, Macy's, Nordstrom, Foot Locker, Chico's and Ann Taylor

Key tenants at Marlton Square include Trader Joe's, GAP, Bombay Company, Pottery Barn, Williams & Sonoma and Starbucks

Lease Guarantor - OSI Restaurant Partners, LLC, a Delaware limited liability company

Rent Schedule:

Lease Years 1-5	\$375,000
Lease Years 6-10	\$412,500
Lease Years 11-15	\$453,750
Lease Years 16-20	\$499,125
Lease Years 21-25	\$549,037
Lease Years 26-30	\$603,941
Lease Years 31-35	\$664,335

Rent Commencement Date: 8/1/2008

Lease Expiration Date: 8/1/2023

Parking: 223 spaces

Average Daily Traffic Count:
NJ-73 - 42,575

FOR MORE INFORMATION

Stephanie P. May Beaumier
PHONE 614.744.3404
TOLL-FREE 1.888.400.0878
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rev 7/12/10



KEY DEMOGRAPHICS

	THREE-MILE RADIUS	FIVE-MILE RADIUS
POPULATION	46,859	140,886
DAYTIME POPULATION	46,985	129,482
MEDIAN AGE	40 years	39 years
HOUSEHOLDS	17,153	53,267
AVERAGE HOUSEHOLD INCOME	\$121,563	\$110,921
NUMBER OF BUSINESSES	1,830	6,796
NUMBER OF EMPLOYEES	35,240	92,330

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CASTO

STATE STREET CAPITAL REALTY, LLC

191 W. Nationwide Blvd., Suite 200
Columbus, OH 43215
(614) 744-3404 - FAX: (614) 229-4386

CONFIDENTIALITY AGREEMENT

“Owner”: CP Marlton NJ, LLC
Bonefish Grill & Flemings Steakhouse
500 Route 73 North, Marlton, New Jersey

July, 2010

The undersigned (the “Recipient”) has been advised that State Street Capital Realty, LLC (“State Street”) has been retained on an exclusive basis by the Owner with respect to the offering for sale of Bonefish Grill & Flemings Steakhouse, 500 Route 73 North, Marlton, New Jersey (the “Property”). The Owner has indicated that all inquiries and communications with respect to the contemplated sale of such Property be directed to State Street. All fees due State Street in connection with the sale of the Property shall be paid by the Owner. The Recipient hereby acknowledges that it is a principal or an investment advisor in connection with the possible acquisition or sale of the Property and agrees that it will not look to the Owner, the Owner’s lender or State Street for any fees or commissions in connection with the sale of the Property, unless specifically set forth below. The Recipient also hereby acknowledges that it has not dealt with any broker, other than State Street, regarding the acquisition of the Property, or if it has, the Recipient hereby agrees to indemnify the Owner, the Owner’s lender and State Street against any damages, liability, cost or expense, arising from claims by any other broker or other party the Recipient had dealings with (excluding State Street) in connection with the sale of the Property.

State Street has made available to the Recipient for review certain information (“Confidential Information”) concerning the Property. On behalf of the Owner, State Street may make such Confidential Information available to the Recipient upon execution of this Confidentiality Agreement. The Confidential Information is intended solely for your own limited use in considering whether to pursue negotiations to acquire the Property. This is not an agreement to sell the Property, nor an offer of sale. No agreement binding upon the Owner of the Property, or any of its associated or affiliated companies, shall be deemed to exist, at law or equity, until the Owner of the Property enters into a formal binding agreement of sale.

The Confidential Information contains brief, selected information pertaining to the business and affairs of the Owner, and has been prepared by State Street, primarily from information supplied by the Owner and/or the Owner’s agent. It does not purport to be all-inclusive or to contain all the information which a prospective purchaser may desire. Neither State Street, the Owner nor the Owner’s lender make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information and no legal liability is assumed or to be implied with respect thereto.

The Recipient and Buyer (as hereinafter defined) shall be responsible for any breach of this Agreement by Recipient, Buyer or their representatives, partners, officers, employees, members, managers or agents (collectively, the “Representatives”) and hereby assumes all liability for damages relating to or arising out of the unauthorized use or disclosure of the Confidential Information by its Representatives.

In addition to the foregoing, neither party hereto will, without the prior written consent of the other and before the actual closing of the transaction, disclose to any person (i) the fact that discussions are taking place concerning a possible transaction between the Owner and the Recipient, or (ii) any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.

If State Street or the Owner so requests, the Recipient shall promptly return to State Street all written Confidential Information and any other written material containing or reflecting any information in the Confidential Information (whether prepared by Owner, its advisors or otherwise) and will not retain any copies, extracts or other reproductions in whole or in part of such written material. In addition, if State Street or the Owner so request, all documents, memoranda, notes and other writings (including in electronic format) whatsoever prepared by the Recipient or its Representatives based on the information in the Confidential Information shall be destroyed.

The Recipient agrees that money damages would not be a sufficient remedy for any breach of this Agreement and that State Street or the Owner shall be entitled to, and the Recipient shall not oppose the granting of, equitable relief, including injunction

and specific performance, in the event of any breach of the provisions of this Confidentiality Agreement, in addition to all other remedies available to State Street or the Owner at law or at equity.

By executing this Confidentiality Agreement you agree and acknowledge that (i) the Confidential Information provided is confidential, that you will hold and treat it in the strictest of confidence, and that you will not disclose or permit anyone else to disclose the Confidential Information to any person, firm or entity without prior written authorization of the Owner and State Street, except the Confidential Information may be disclosed to the Buyer, (ii) you are entering into this Confidentiality Agreement on behalf of _____ (the "Buyer") as the Buyer's representative for the sole purpose of assisting Buyer with its evaluation of the Property and will not market the Property with any other parties, (iii) in the event you are seeking any commission or other compensation from the Owner (to be detailed in a separate agreement), you are a licensed broker in the state in which the Property is located and will provide sufficient evidence of such license to Owner upon request. Owner expressly reserves the right, in its sole discretion, to reject any or all proposals or expressions of interest in the Property and to terminate discussions with any party at any time with or without notice. This Agreement shall expire on the earlier of (i) two (2) years after the date hereof, or (ii) the date on which Recipient closes on its purchase of the Property. If you do not wish to pursue acquisition negotiations you hereby agree to return the Confidential Information to State Street.

Buyer acknowledges that it will receive Confidential Information from the Recipient and has signed this Agreement where indicated below to acknowledge its agreement with the terms of this Confidentiality Agreement on behalf of Buyer and its Representatives.

**ACCEPTED AND AGREED TO BY THE UNDERSIGNED RECIPIENT and BUYER,
THIS _____ DAY OF _____, 2010.**

"RECIPIENT":

Signature: _____
Name: (Print) _____
Title: _____ Phone Number: _____
Company: _____ Fax Number: _____
Address: _____ E-Mail Address: _____
City/State/Zip _____

"BUYER" (if not the same entity as Recipient):

Signature: _____
Name: (Print) _____
Title: _____ Phone Number: _____
Company: _____ Fax Number: _____
Address: _____ E-Mail Address: _____
City/State/Zip _____