



City of Dublin

Office of the City Manager

5200 Emerald Parkway • Dublin, OH 43017-1090

Phone: 614-410-4400 • Fax: 614-410-4490

Memo

To: Members of Dublin City Council

From: Marsha I. Grigsby, City Manager *MA*

Date: March 21, 2013

Initiated By: Dana L. McDaniel, Deputy City Manager/Director of Economic Development
Philip K. Hartmann, Attorney, Ice Miller, LLP

Re: Ordinance 26-13 – Real Estate Purchase Agreement with Wendy's International, Inc.

Background

Ordinance 26-13 authorizes the City Manager to enter into a Real Estate Purchase Agreement (REPA) with Wendy's International, Inc. If approved, the City will purchase 2.37 acres, more or less, and associated improvements, which includes the Wendy's restaurant at the southeast corner of Riverside Drive and State Route 161/Bridge Street (See Attachment 1). The REPA is attached for Council's review. The total purchase price of both the acreage and the associated improvements is two million dollars (\$2,000,000). The agreed upon purchase price represents a compromise exactly between the appraised values obtained by each party. The purchase of this property will be paid from the River Ridge Tax Increment Financing (TIF) Fund. The funds have been advanced from the Capital Improvements Tax Fund and will be repaid as service payments are received from the TIF district.

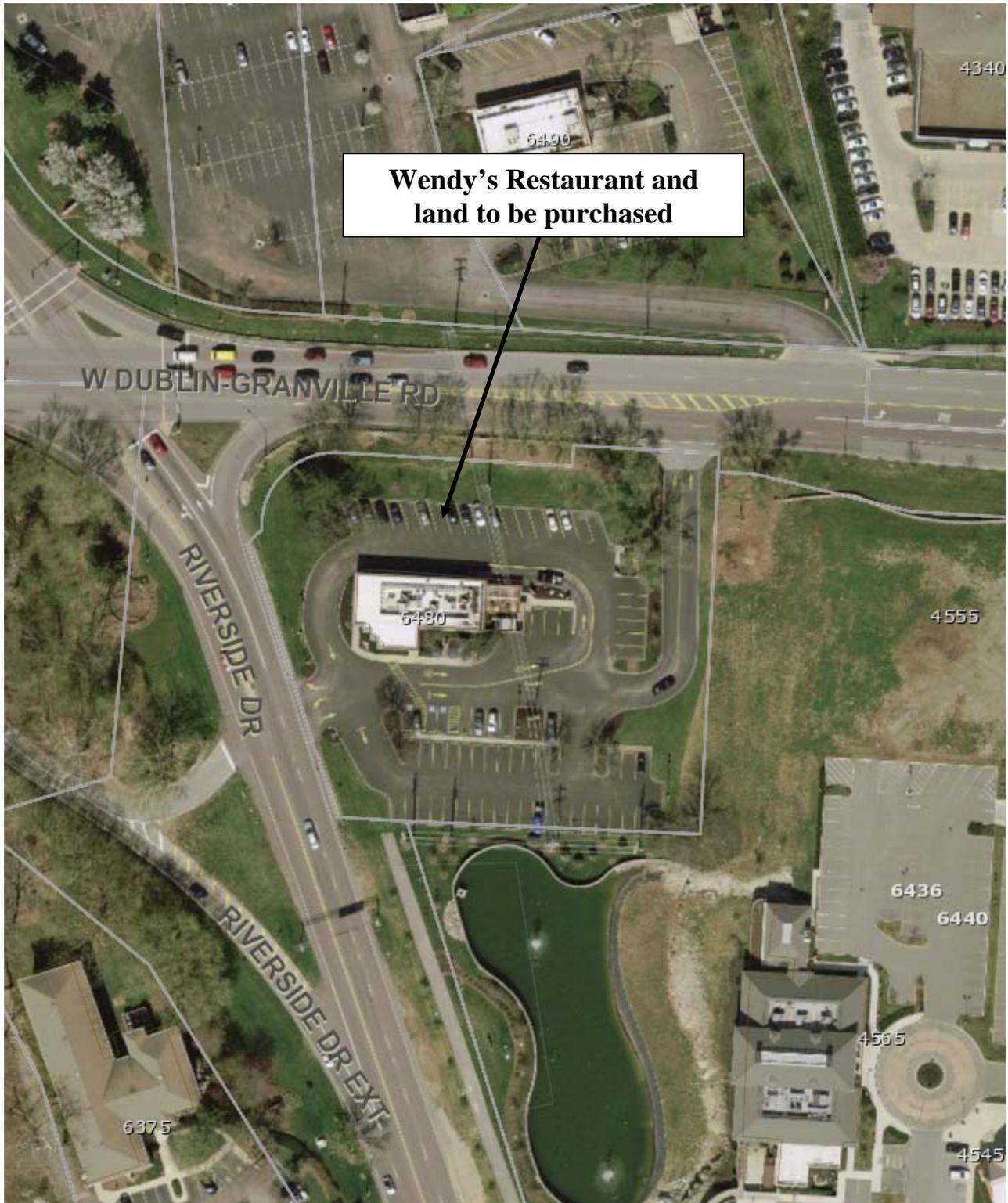
As Council may recall, staff has been in discussions with Wendy's International, Inc. regarding the purchase of this property due to anticipated improvements to the intersection at Riverside Drive and State Route 161/Bridge Street. While several scenarios have been reviewed regarding this intersection improvement, all scenarios will likely impact the ingress and egress to the existing restaurant. Therefore, staff suggests that it is in the best interest of the City to purchase the entire site and associated improvements. Wendy's International, Inc. has been most cooperative with this purchase and intends to construct a new restaurant nearby.

The terms of the REPA are very similar to previous REPAs passed by City Council. Since Wendy's desires to construct a new restaurant nearby and at the same time minimize the effects on its current operations, the REPA allows for operations to continue in the current location until a new restaurant is constructed and operating. Therefore, possession and closing dates are set forth in the REPA. This is anticipated to occur no later than June 1, 2014.

Recommendation

Staff recommends approval of Ordinance No. 26 -13 at the second reading/public hearing on April 8. Council's action to purchase this property will be supportive of its plans to both improve the intersection and implement its vision for the Bridge Street District. Please address any questions to Dana McDaniel or Phil Hartmann.

EXHIBIT A



RECORD OF ORDINANCES

26-13

Ordinance No. _____

Passed _____, 20____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A REAL ESTATE PURCHASE AGREEMENT WITH WENDY'S INTERNATIONAL, INC. FOR THE PURCHASE OF 2.37 ACRES, MORE OR LESS, GENERALLY LOCATED TO THE SOUTHEAST OF RIVERSIDE DRIVE AND WEST DUBLIN-GRANVILLE ROAD INTERSECTION

WHEREAS, the City of Dublin ("City") has been in negotiations with Wendy's International Inc. ("Wendy's") over the past several years for the purchase of real estate; and

WHEREAS, Wendy's ("Seller") is the owner of a certain tract of real property situated in the City of Dublin, County of Franklin and State of Ohio, such real property being approximately 2.37 +/- acres and known as tax parcel 273-008264-00, generally located to the east of the Riverside Drive, south of Dublin-Granville Road, and adjacent to the intersection of Riverside Drive and Dublin-Granville Road, which real property is more fully described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Seller desires to sell to the City, and City desires to purchase from Seller real property described in Exhibit "A"; and

WHEREAS, the Real Property being purchased is for roadway improvements including changes to the Riverside Drive and Dublin-Granville Road intersection and the relocation of Riverside Drive to the east; and

WHEREAS, the City and Seller have come to mutually agreeable terms for the acquisition of property and negotiated a real estate purchase agreement ("REPA") in a form and with terms similar to one attached as Exhibit "B;" and

WHEREAS, the City desires to execute all necessary conveyance documentation to complete the transaction between Seller and the City.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Dublin, State of Ohio, _____ of the elected members concurring that:

Section 1. The City Manager is hereby authorized to execute a REPA in substantially the same form as the attached Exhibit "B" and all necessary conveyance documentation to acquire the 2.37 acres, more or less, in fee simple, as depicted in the attached Exhibit "A."

Section 2. The Seller shall be compensated for the aforementioned property interests in the amount of Two Million dollars and 00/100 cents (\$2,000,000.00).

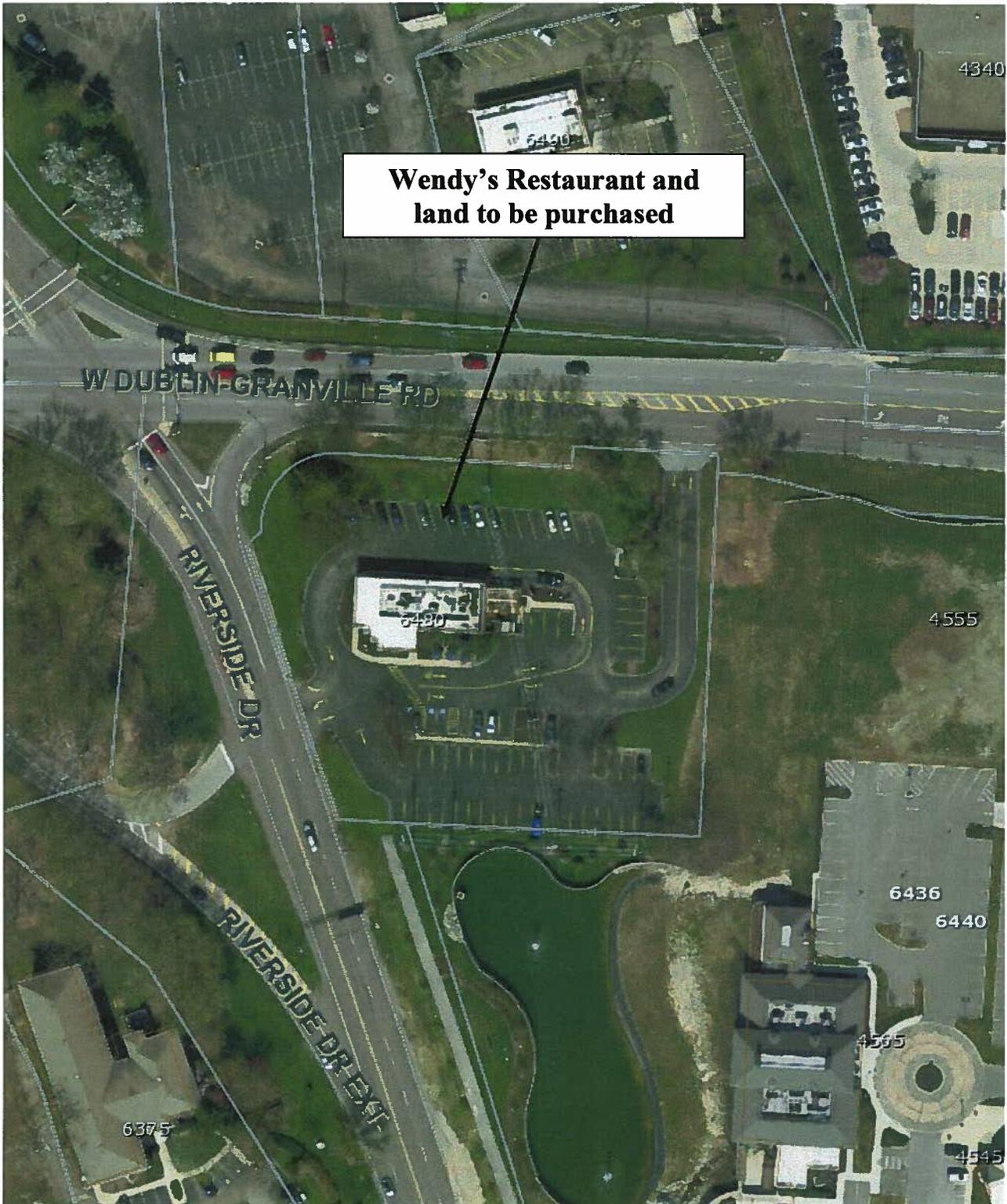
Section 3. This ordinance shall go into effect upon the earliest date permitted by law.

Passed this _____ day of _____, 2013.

Mayor - Presiding Officer

ATTEST:

Clerk of Council



**Wendy's Restaurant and
land to be purchased**

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (“Agreement”) is entered into as of the last date of signature below (the “Effective Date”) by and among the City of Dublin, Ohio (“Dublin”), a municipal corporation organized and existing under the constitution and the laws of the State of Ohio, and Wendy’s International, Inc. (“Wendy’s”), an Ohio corporation with offices located at 4288 W. Dublin-Granville Road, Dublin, Ohio 43017-2093.

BACKGROUND

WHEREAS, Wendy’s is the owner of certain real property consisting of 2.37± acres generally found to the southeast of the intersection of Riverside Drive and West Dublin-Granville Road in Dublin, Ohio, which is more particularly depicted and described in **Exhibit A** attached hereto and incorporated herein by reference (the “Riverside Drive Property”); and

WHEREAS, Wendy’s currently operates a restaurant on the Riverside Drive Property which, due to its proximity to the Wendy’s corporate headquarters, serves an important role for the company with respect to employee training, product testing, and other corporate initiatives; and

WHEREAS, Dublin is pursuing plans for the redesign of the intersection of Riverside Drive and West Dublin-Granville Road that will include improvements that directly impact the Riverside Drive Property (the “Project”); and

WHEREAS, the Project will impact the ability of Wendy’s to operate the restaurant on the Riverside Drive Property; and

WHEREAS, in order to offset the impact of the closing of the restaurant that is found on the Riverside Drive Property, Wendy’s desires to construct a new restaurant at the southwest intersection of West Dublin-Granville Road and Dale Drive in the City of Dublin (the “Dale Drive Property”); and

WHEREAS, in light of these circumstances Wendy’s desires to sell and transfer and Dublin desires to purchase and acquire the Riverside Drive Property and all improvements that are found thereon in accordance with the terms of this Agreement; and

WHEREAS, Wendy’s has obtained all zoning and final development plan approval from Dublin necessary to allow the construction of the Dale Drive Property; and

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties hereto agree to the foregoing and as follows:

I. Sale of Riverside Drive Property: Wendy’s agrees to sell and convey to Dublin and Dublin agrees to purchase from Wendy’s fee simple title to the Riverside Drive Property,

including all improvements located thereon. The sale and conveyance shall be made through the delivery of a limited warranty deed on the terms and conditions set forth in this Section I.

A. Purchase Price: In consideration for the transfer of the Riverside Drive Property by Wendy's to Dublin and all possible impacts of the Project, Dublin shall pay to Wendy's the purchase price of Two Million Dollars (\$2,000,000.00) (the "Purchase Price") at the Closing (as that term is defined below) in cash or other immediately available funds, subject to adjustment for expenses and prorations provided for herein.

B. Possession and Closing. The closing (the "Closing") on the sale and transfer of the Riverside Drive Property by Wendy's to Dublin shall take place upon the earlier of: (a) a mutually agreeable business day thirty (30) days following the date which Wendy's opens its restaurant located on the Dale Drive Property for business to the general public, provided that Wendy's delivers to Dublin thirty (30) days' advance written notice of the date it will open such restaurant or (b) June 1, 2014 (the "Outside Closing Date"; the date upon which this transaction actually closes is hereinafter referred to as the "Closing Date"). Dublin shall be entitled to full and exclusive possession of the Riverside Drive Property as of the Closing Date.

C. Costs and Expenses. Dublin agrees to pay all of the following costs and expenses: (a) the costs of Closing charged by the Title Company, (b) transfer taxes and fees, if any; (c) a Commitment (as that term is defined below) and a title insurance policy; (d) costs of recording the limited warranty deed that conveys the Riverside Drive Property, (e) Dublin's attorneys' fees, and (f) other matters agreed to be paid by Dublin in writing. Wendy's agrees to pay all of the following costs and expenses: (1) Wendy's attorneys' fees, (2) the cost of all municipal services and public utility charges (if any) due through the Closing Date, and (3) other matters agreed to be paid by Wendy's in writing.

D. Proration of Real Estate Taxes. Wendy's shall pay or credit against the purchase price all delinquent real estate taxes, together with penalties and interest thereon, if any, all assessments which are a lien against the Riverside Drive Property as of the Closing Date (both current and reassessed, whether due or to become due and not yet payable for periods accruing prior to closing), all real estate taxes for years prior to the Closing, and real estate taxes for the year of Closing, prorated through the Closing Date. The proration of undetermined taxes shall be based upon a three hundred sixty-five (365) day year and on the last available tax rate, giving due regard to applicable exemptions, recently voted millage, change in tax rate or valuation (as a result of this transaction or otherwise), etc., whether or not the same have been certified. It is the intention of the parties in making this tax proration to give Dublin a credit as close in amount as possible to the amount which Dublin will be required to remit to the County Treasurer for the period of time preceding the Closing Date hereof. Upon making the proration provided for herein, Wendy's and Dublin agree that the amount so computed shall be subject to later adjustment should the amount credited at Closing be incorrect based upon actual tax bills received by Dublin after

Closing. The covenants and agreements set forth in this Agreement shall not be cancelled by performance under this Agreement, but shall survive the Closing and the delivery of the deed of conveyance hereunder.

E. Title Insurance. Dublin shall be permitted to obtain an Owner's ALTA Commitment Form for title insurance ("Commitment") and a title insurance policy for the Riverside Drive Property issued by the title insurance company of its choice (the "Title Company"). Dublin shall have until sixty (60) days after the Effective Date within which to review the Commitment and any recorded documents referenced therein (the "Title Review Period"). In the event the Commitment contains exceptions or matters which Dublin finds objectionable, Dublin shall give written notice to Wendy's of the objection(s) on or before the last day of the Title Review Period. If the subject of Dublin's objection(s) renders title unmarketable, or will adversely affect Dublin's proposed use of the Riverside Drive Property, then Wendy's shall make reasonable efforts to attempt to cure the objection(s) prior to Closing. Wendy's shall have fifteen (15) days from receipt of written notice of Dublin's objection(s) to indicate in writing to Dublin whether Wendy's will satisfy such objections or cure such defects at or prior to Closing, or whether Wendy's does not intend to satisfy such objections or cure such defects at or prior to Closing. If Wendy's indicates that it does not intend to satisfy any or all of the objections at or prior to Closing, Dublin must either (i) terminate this Agreement by giving notice in writing to Wendy's not later than the tenth (10th) day following receipt of written notice that Wendy's will not cure such objection(s) to title, in which event all parties shall be released from all liability hereunder except as expressly provided herein to survive termination of this Agreement, or (ii) waive any such objection(s) and accept title as reflected in the Commitment, and proceed to close without reduction of the Purchase Price. Dublin shall be deemed to have waived its objections to title in the event that it has not terminated this Agreement in the time frame set forth in the preceding sentence. If Dublin fails to give notice of its objection to title to Wendy's on or before the last day of the Title Review Period it will be deemed to have approved the condition of title. All defects in the title that are not objected to or are initially objected to but are subsequently waived or deemed waived by Dublin are referred to individually as a "Permitted Exception" or together as the "Permitted Exceptions".

It shall be a condition precedent to Dublin's obligation to proceed to Closing that, at Closing, the Title Company shall issue the Policy (or a "marked" Title Commitment) insuring Dublin as the fee simple owner of the Riverside Drive Property, subject only to the Permitted Exceptions. If the foregoing condition precedent fails for any reason other than the actions or omissions of Dublin, Dublin may elect to either (i) proceed to Closing and waive the failure of such condition, or (ii) terminate this Agreement by delivery of written notice to Wendy's on or prior to Closing, in which event neither party shall have any further liabilities or obligations hereunder except for those liabilities and obligations that expressly survive a termination of this Agreement.

F. Survey. At Dublin's sole cost and expense, Dublin shall be permitted to prepare and review its own survey during the Title Review Period (or obtain an update of any survey provided by Wendy's) and to enter the Riverside Drive Property for the purpose of preparing the same (any survey of the Riverside Drive Property that is either existing or prepared by Dublin shall hereinafter be referred to as a "Survey"). If a Survey shows any adverse matters affecting the Riverside Drive Property to which Dublin objects, written notice thereof shall be given promptly to Wendy's during the Title Review Period. Wendy's shall make reasonable efforts to attempt to cure the objection(s) within thirty (30) days after receipt of written notice of the objections. If Wendy's cannot satisfy any or all of the objections within thirty (30) days after receipt of written notice of the objections, Wendy's shall immediately give notice thereof to Dublin and then Dublin must either (i) terminate this Agreement by giving notice in writing to Wendy's not later than the tenth (10th) day following receipt of written notice that Wendy's cannot cure such objection(s) to the Survey, in which event all parties shall be released from all liability hereunder except as expressly provided herein to survive termination of this Agreement, or (ii) waive any such objection(s) to the Survey and proceed to close without reduction of the Purchase Price. Dublin shall be deemed to have waived its objections to the Survey in the event that it has not terminated this Agreement in the time frame set forth in the preceding sentence. If Dublin fails to give notice of its objection to the Survey to Wendy's on or before the last day of the Title Review Period it will be deemed to have approved the Survey.

G. Due Diligence Investigations. At Dublin's sole cost and expense, Dublin shall have a period of sixty (60) days from the Effective Date (the "Inspection Period") in which to conduct soil, engineering, environmental and other tests with regard to the Riverside Drive Property and to investigate the Riverside Drive Property and Dublin's intended use thereof, and otherwise to determine the desirability and utility of the Riverside Drive Property for Dublin's intended use. In furtherance of its initial investigation and inspection of the Riverside Drive Property and any subsequent updates thereof permitted by the terms of this Agreement, Dublin is hereby granted a revocable, non-exclusive license (the "License") for itself and its agents, employees, contractors and consultants to enter upon the Riverside Drive Property for the purposes of conducting such tests, investigations and inspections as it may deem appropriate, provided, however, that the conduct of such tests, investigations, and inspections shall be conducted in a manner which will not unreasonably interfere with the operation of business upon Riverside Drive Property or the improvements on Riverside Drive Property and that upon completion of such tests, investigations, and inspections, Riverside Drive Property will be returned to a condition as close as possible to that existing prior to such tests, investigations, and inspections, and that the existing driveways on Riverside Drive Property will not be blocked. If either party terminates this Agreement pursuant to an express right of termination set forth herein, or if this Agreement shall automatically terminate pursuant to the express terms hereof, or if the Closing fails to occur and be consummated (for any reason other than the default of Wendy's), Dublin shall promptly undertake all activities necessary to repair any damage or remediate any release or violation of applicable law, in any case caused by the act, failure to act, or negligence of Dublin, its employees, agents,

representatives, contractors or others acting on Dublin's behalf, and otherwise restore the Riverside Drive Property to substantially the same condition in which it existed prior to the commencement of Dublin's investigations. Dublin hereby agrees to indemnify and hold Wendy's harmless from any and all liabilities or obligations incurred as a result of such access to the Riverside Drive Property.

H. Wendy's Materials. Simultaneously with the execution of this Agreement by Wendy's, Wendy's shall provide to Dublin copies of any environmental studies, geotechnical studies, surveys, title policies, soils reports, engineering drawings for the utilities and services, grading and utility plans and/or studies in its possession (the "Third Party Reports"). If this Agreement is terminated, Dublin shall return all copies of all Third Party Reports provided herein by Wendy's to Wendy's within ten (10) days of the date of such termination. To the extent Dublin endeavors to have any such studies or reports updated and re-issued or issued to Dublin, Wendy's agrees to cooperate with Dublin to effectuate same. . Wendy's makes no representations or warranties as to the accuracy of any information contained in the Third Party Reports.

I. Permitted Encumbrances. The Riverside Drive Property is to be sold and conveyed subject only to the following:

1. All covenants, restrictions, and easements of record, if any, approved by Dublin pursuant to Section I(E) and (M) of this Agreement;
2. Any state of facts shown on the Survey contemplated in Section I(F) of this Agreement approved, deemed approved or waived by Dublin pursuant to Sections I(F) or (M) of this Agreement;
3. Real estate taxes and assessments, now a lien as specifically provided in Section I(D) of this Agreement;
4. Zoning and building regulations, ordinances, and requirements imposed by any governmental authority having jurisdiction over the Riverside Drive Property; and
5. Deed restriction prohibiting future use of the Riverside Drive Property as a restaurant having drive through window service.

J. Wendy's Representations. Unless otherwise expressly provided in this Agreement, Wendy's makes no representations or warranties with respect to the Riverside Drive Property, and Dublin agrees that it is acquiring the Riverside Drive Property in its "as-is" condition. To the best of Wendy's knowledge, Wendy's represents and warrants to Dublin the following as of the Effective Date:

1. The persons executing this Agreement have all the necessary power to do so and to consummate the transaction described herein. Wendy's is not subject to any commitment, obligation, default, or agreement or party to any litigation which

would prevent Wendy's from completing the sale of the Riverside Drive Property under this Agreement.

2. There is no pending, threatened or contemplated condemnation or similar proceeding, by a political subdivision other than Dublin, affecting the Riverside Drive Property or any portion thereof. Wendy's shall present to Dublin, within five (5) business days after receipt by Wendy's, any notices that it receives relating to any condemnation that affects the Riverside Drive Property.

3. Wendy's is a "United States Person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and shall execute and deliver an "Entity Transferor" certification at Closing.

K. Tax Free Exchange – Eminent Domain/ Involuntary Conversion. Wendy's may include the Riverside Drive Property in a tax free exchange pursuant to the Internal Revenue Code Section 1033. Dublin agrees to cooperate with Wendy's, at no cost to Dublin, to facilitate the tax free exchange, but its obligations in this regard shall be limited to the execution of documents and it shall have no obligation to locate an exchange property or to negotiate the acquisition of same. Furthermore, Dublin shall not be responsible for any tax or economic consequences associated with any Internal Revenue Code exchange hereunder. Wendy's shall prepare and agrees to pay all costs relative to the preparation of documents related to the closing of said exchange transaction as required by any and all IRS regulations.

L. Removal of Property: Prior to the Closing, Wendy's shall be entitled to:

1. Remove all personal property from the Riverside Drive Property and retain ownership of all such items that are removed. It is the intent of Wendy's to remove items such as but not limited to kitchen equipment, dining furniture, and interior decorations; and

2. Remove all fixtures on the Riverside Drive Property and retain ownership of all such items that are removed. It is the intent of Wendy's to remove items such as but not limited to signs and its drive-thru menu board.

M. New Defects: From and after the date Effective Date of this Agreement, Wendy's shall:

1. not encumber its interest and estate in the Riverside Drive Property by mortgage, deed of trust, or other instrument as security for any indebtedness or otherwise without the prior written consent of Dublin;

2. not make any change to the condition of or title to the Riverside Drive Property that would change the condition of title and survey approved, deemed approved or waived by Dublin pursuant to Sections I(E) and (F), except as required by Section I(E) or (F) or with the prior written consent of Dublin;

3. not enter into any contract or agreement with respect to the Riverside Drive Property that would be binding on Dublin or the Riverside Drive Property after Closing; and

4. not sell, or assign or create any right, title or interest in, any or all of the Riverside Drive Property, or create any lien, lease, easement, encumbrance or charge thereon, without the prior written consent of Dublin.

Dublin may, from time to time, obtain:

1. an endorsements to the Commitment updating same to the respective date and showing no change in the state of the title to the Riverside Drive Property, except as specifically permitted hereunder (the "Updated Commitment");

2. an update of the Survey obtained during the Title Review Period showing no change in the condition of the Riverside Drive Property (the "Updated Survey"), except as specifically permitted hereunder; and

3. an update of any prior environmental examinations or investigations obtained during the Inspection Period showing no changes therein (the "Updated Reports"); except as specifically permitted hereunder.

Any changes shown in the Updated Commitment (other than the Permitted Exceptions and Permitted Encumbrances), Updated Survey or Updated Reports that arise between the effective date of the Title Commitment, Survey and environmental examinations and reports, as the case may be, and the Closing are referred to herein as "New Defects". Dublin shall have ten (10) business days after its receipt of written notice or an Updated Commitment, Updated Survey or Updated Reports reflecting any New Defects within which to notify Wendy's in writing of any such New Defects to which Dublin objects. If the Updated Commitment, Updated Survey or Updated Reports contains New Defects that Dublin finds objectionable, Dublin shall give written notice to Wendy's thereof and Wendy's shall make reasonable efforts to attempt to cure the objection(s) within thirty (30) days after receipt of written notice of the New Defects. If Wendy's cannot satisfy any or all of the New Defects within thirty (30) days after receipt of written notice thereof, Wendy's shall immediately give notice thereof to Dublin and then Dublin must either (i) terminate this Agreement by giving notice in writing to Wendy's not later than the tenth (10th) day following receipt of written notice that Wendy's cannot cure such New Defects, in which event all parties shall be released from all liability hereunder except as expressly provided herein to survive termination of this Agreement, or (ii) waive any such New Defects and accept title as reflected in the Updated Commitment or Survey, as applicable, and proceed to close. In either of such events, Wendy's shall, within ten (10) days after receipt of an invoice therefor, reimburse Dublin for the reasonable costs of obtaining such Updated Commitment, Updated Survey or Updated Reports.

With a copy to: Stephen J. Smith, Esq.
City of Dublin Law Director
Ice Miller, LLP
250 West Street
Columbus, Ohio 43215

If to Wendy's: Wendy's International
Attn: Chief Development Officer
One Dave Thomas Boulevard
Dublin, Ohio 43017

With a copy to: Ben W. Hale, Jr.
Smith & Hale LLC
37 W. Broad Street, Suite 725
Columbus, Ohio 43215

R. Applicable Law: This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Ohio and the United States.

S. No Waiver: No delay or failure on the part of any party hereto in exercising any right, power, or privilege under this Agreement or any other instruments given in connection with or pursuant to this Agreement shall impair any such right, power, or privilege or be construed as a waiver of any default or acquiescence therefrom. No single or partial exercise of any such right, power, or privilege shall preclude the further exercise of such right, power, or privilege, or the exercise of any other right, power, or privilege.

T. Severability: If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

U. Section Headings: The captions appearing next to the section number designations of this Agreement are for convenience only and do not in any way limit or amplify the terms and provisions of this Agreement.

V. Entire Agreement: This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings, and agreements between the parties.

IN WITNESS WHEREOF, Dublin and Wendy's have caused this Real Estate Purchase Agreement to be executed in their respective names by their duly authorized officers as of the last date of signature below.

CITY OF DUBLIN, OHIO

By: _____

Printed: Marsha I. Grigsby

Title: City Manager

Date: _____

By: _____

Printed: Angel Mumma

Title: Director of Finance

Date: _____

Approved as to Form:

By: _____

Printed: Stephen J. Smith

Title: Director of Law

Date: _____

WENDY'S INTERNATIONAL, INC.

By: _____

Printed: _____

Title: _____

Date: _____

FISCAL OFFICER'S CERTIFICATE

The undersigned, Director of Finance of the City under the foregoing Economic Development and Tax Increment Financing Agreement, certifies hereby that the monies required to meet the obligations of the City during the year 2010 under the foregoing Economic Development and Tax Increment Financing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Dated: _____, 2013

Angel L. Mumma
Director of Finance
City of Dublin, Ohio

EXHIBIT A

