

JOINT ECONOMIC DEVELOPMENT ZONE CONTRACT

BY AND BETWEEN

CITY OF WESTERVILLE, OHIO

AND

BLENDON TOWNSHIP (FRANKLIN COUNTY), OHIO

Dated as of

August 1, 2012

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JOINT ECONOMIC DEVELOPMENT ZONE CONTRACT

This Joint Economic Development Zone Contract (this “Contract”) dated as of August 1, 2012 is entered into by and between the City of Westerville, Ohio (the “City”), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and the laws of the State of Ohio, and Blendon Township (Franklin County), Ohio (the “Township”), a township and political subdivision organized and existing under the laws of the State of Ohio. (Capitalized terms and words used, but not otherwise defined, in this Contract have the meanings assigned to them in Article I.)

WITNESSETH:

WHEREAS, Ohio Revised Code Section 715.691 authorizes a municipal corporation and a township to enter into a joint economic development zone contract; and

WHEREAS, the City and the Township desire to facilitate new and expanded growth for commercial and industrial development in the State and in the JEDZ; and

WHEREAS, the City and the Township desire to enter into this Contract pursuant to Ohio Revised Code Section 715.691, the Constitution and laws of the State of Ohio, ordinances of the City and resolutions of the Township to set forth their agreements with respect to the JEDZ, including, but not limited to, their contributions to the JEDZ, the creation of the Board, the powers and duties of the Board, and the distribution of revenues among the City, the Township and the Board of the proceeds of the JEDZ Income Tax;

NOW, THEREFORE, in consideration of the foregoing recitals and the agreements, representations and covenants set forth in this Contract, the City and the Township agree as follows:

(Remainder of Page Intentionally Left Blank)

ARTICLE I DEFINITIONS

Section 1.1 Definitions. In addition to any words and terms defined elsewhere in this Contract, the following capitalized words and terms shall have the following meanings:

“Board” shall mean the Board of Directors established in accordance with Revised Code Section 715.691(G) and this Contract

“Business” includes each commercial, industrial, professional, educational, governmental, health and medical, service-oriented, and charitable entity that has established or will establish a temporary or permanent location in the JEDZ.

“Contract” means this Joint Economic Development Zone Contract by and between the City and the Township.

“Gross Revenues” means the proceeds of the JEDZ Income Tax, less refunds.

“Net Revenues” means Gross Revenues less the amounts paid by the Board to (i) the City pursuant to the JEDZ Income Tax Agreement and (ii) the City and/or the Township pursuant to Section 6.4.

“JEDZ” means Blendon-Westerville Joint Economic Development Zone created pursuant to Ohio Revised Code Section 715.691 and this Contract and includes all the real property described and depicted in Exhibit A to this Contract.

“JEDZ Income” means (i) the income earned by persons employed by a Business and (ii) the net profits, if any, of a Business.

“JEDZ Income Tax” means the tax on JEDZ Income levied by the Board in accordance with the provisions of this Contract.

“JEDZ Income Tax Agreement” means that agreement to be entered into by and between the Board and the City providing for the City to (i) assist the Board with the drafting of rules and regulations for the administration, collection and enforcement of the JEDZ Income Tax, (ii) collect and distribute the proceeds of the JEDZ Income Tax in accordance with the provisions of this Contract and (iii) act as the fiscal agent of the JEDZ and the Board.

“State” means the State of Ohio.

“Township” means Blendon Township (Franklin County), Ohio.

“City” means the City of Westerville, Ohio.

Section 1.2 Interpretations. Any reference herein to the City, the Township or the Board or to any officer or employee of the City, the Township or the Board, includes the entities, officers or employees succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law, or the entities, officers or employees lawfully performing their respective functions, duties or responsibilities.

Any reference herein to a section or provision of the Constitution of the State, a section, provision or chapter of the Ohio Revised Code, an ordinance of the City, a resolution of the Township or any statute of the United States of America, includes that section, provision, chapter, ordinance, resolution or statute as amended, modified, revised, supplemented or superseded from time to time; provided, however, that no amendment, modification, revision, supplement or superseding section, provision, chapter, ordinance, resolution or statute shall be applicable to this Contract solely by reason of this Section 1.2 if such amendment, modification, revision, supplement or superseding section, provision, chapter, ordinance, resolution or statute constitutes an impairment of the rights or obligations of the City, the Township or the Board under this Contract.

Unless the context clearly indicates otherwise, words importing the singular number include the plural number and vice versa. The terms “hereof”, “hereby”, “herein”, “hereto”, “hereunder” and similar terms refer to this Contract. The term “hereafter” means after, and the term “heretofore” means before, the date of this Contract. Words of any gender include the correlative word of the other genders unless the context clearly indicates otherwise.

Unless the context clearly indicates otherwise, any reference to a “Section” is a reference to a section of this Contract.

Section 1.3 Captions and Headings. The captions and headings in this Contract are solely for convenience of reference and do not define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses herein.

(End of Article I)

ARTICLE II
JOINT ECONOMIC DEVELOPMENT ZONE

Section 2.1 Creation and Territory. The City and the Township hereby create the “Blendon-Westerville Joint Economic Development Zone” and the territory of the zone shall be the real property described and depicted in Exhibit A to this Contract.

Section 2.2 Purpose. The City and the Township are creating the JEDZ for the purpose of facilitating new or expanded growth for commercial and economic development within the JEDZ and the State for the benefit of the City, the Township and the State, and their residents.

Section 2.3 Contributions. The Township shall furnish or cause to be furnished to the JEDZ all usual and customary governmental services furnished by the Township to the other territory of the Township, including, but not limited to maintenance of township roads, snow removal, fire protection, police protection, emergency medical services and general administration and may furnish to the JEDZ such services allowed by law as the Township and the Board deem appropriate and agree.

The City shall, pursuant to the JEDZ Income Tax Agreement, furnish or cause to be furnished the services set forth in the Income Tax Agreement and may furnish to the JEDZ such services as allowed by law as the City and the Board deem appropriate and agree. The City will also engage in activities to promote, complement and benefit economic development in the JEDZ as determined in the sole discretion of the City. The City is not expected or required to undertake any such activity to the detriment of economic development in the City. Other than the services to be provided by the City pursuant to the JEDZ Income Tax Agreement and this paragraph, nothing contained herein shall be construed as obligating the City to provide any particular service, level of service, or financial commitment to the JEDZ, and such matters shall be left to the further agreement of the City and the Board.

(End of Article II)

ARTICLE III THE BOARD

Section 3.1 Membership and Governance of the Board. Pursuant to Ohio Revised Code Section 715.691(G)(1), the City and the Township establish the Board to govern the JEDZ. The City and the Township shall each appoint three members of the Board to serve terms of two years. No more than one member of the Board shall be an elected officer of the City or the Township respectively, and an elected official shall not serve as Chair of the Board. The City and the Township, in their sole discretion, may reappoint members of the Board for additional terms on the Board.

Not later than 30 days after the effective date of the JEDZ, (i) the Board of Township Trustees of the Township shall adopt a resolution appointing three initial members of the Board, and (ii) the Council of the City shall appoint three initial members of the Board. The initial term of members of the Board shall commence on the first day of the month in which the initial meeting of the Board occurs. Within 30 days after the effective dates of such appointment, the Board shall hold its initial meeting and elect the member of the Board who will initially serve as Chair of the Board and such other officers as the Board deems advisable until the Board adopts rules governing the Board. The City shall arrange the time and place of the first meeting of the Board and shall give notice of that meeting in accordance with the laws of the State.

The members of the Board shall not receive compensation for such membership or for their attendance at meetings of the Board.

Pursuant to Ohio Revised Code Section 715.691(G)(2), membership on the Board of the JEDZ is not the holding of a public office or employment within the meaning of any section of the Ohio Revised Code or any ordinance prohibiting the holding of other public office or employment. Membership on the Board is not a direct or indirect interest in a contract or expenditure of money by any municipal corporation, township, county, or other political subdivision with which a member of the Board may be affiliated. Notwithstanding any provision of law to the contrary, no member of the Board shall forfeit or be disqualified from holding any public office or employment by reason of membership on the Board.

Actions of the Board shall be taken by a majority vote of all of its members of the Board. The Board shall adopt rules and the policies governing the Board, including, without limitation, a policy addressing reimbursement of Board members for incidental expenses related to Board meetings. The rules shall specify a schedule of regular meetings of at least one per each calendar quarter; provided, however, any regular meeting, except the first scheduled meeting in the first quarter of each year, may be cancelled for lack of business on the agenda of the Board. The rules may specify any other matters that the Board deems necessary for the orderly conduct of the Board. The Board shall be considered a public body for purposes of Ohio Revised Code Section 121.22, and Ohio Revised Code Chapter 2744 shall apply to such Board and the JEDZ.

Section 3.2 Powers of the Board and the JEDZ. The JEDZ is a body politic and corporate for the purpose of enjoying and exercising the rights and privileges conferred upon it under this Contract. The JEDZ may sue and be sued, and plead and be impleaded in its own name.

The Board shall have the specific powers set forth in this Contract and, in addition, shall have the power to do all acts that it determines to be necessary and appropriate to carry out its authorized purposes pursuant to Ohio Revised Code Section 715.691.

The Board is hereby authorized to promote, advertise, and publicize the JEDZ and its authorized purposes, and provide information to persons with an interest in establishing or expanding business and employment opportunities within the JEDZ. The Board may establish and collect fees for the provision of any promotional, advertising, and publicity services rendered at the request of a business or landowner within the JEDZ.

The Board may hire legal counsel to provide necessary or appropriate legal advice and to defend any legal action taken against it. The Board may purchase directors and officers liability insurance for the Board and such other insurance deemed necessary by the Board, and the cost of the insurance and any deductibles for any claims shall be paid from the Net Revenues allocated to the Board.

The Board may provide guidance and direction on issues regarding tax abatement, economic development incentives, tax increment financing, zoning, traffic, and infrastructure necessary within the JEDZ and make formal recommendations regarding the same to the appropriate agencies. The Board shall periodically review and recommend any necessary changes to this Contract.

The Board shall have the power to enter into contracts for the provision of services within the JEDZ; provided, however, pursuant to Section 4.3, the Board is allocated 2% of the Net Revenues for services and obligations each calendar year and the Board may not spend more than the accumulated balance of 2% allocated Net Revenues for services and obligations. Additional expenditures beyond the accumulated balance require the written approval of the City and the Township. The limitation of the immediately preceding sentence shall not include any amount paid pursuant to a final judgment of a court of competent jurisdiction against the Board or the JEDZ.

Section 3.3 Dissolution. Upon the termination or nonrenewal of this Contract, the Board shall continue to exist following the date of termination of this Contract for the sole purpose of winding up the business affairs of the JEDZ, including discharging outstanding obligations, collecting outstanding JEDZ Income Tax, liquidating any property and assets of the JEDZ, and distributing any funds and assets remaining to the City and the Township in accordance with Section 5.4.

(End of Article III)

ARTICLE IV
JEDZ INCOME TAX

Section 4.1 JEDZ Income Tax Agreement. The Board shall enter into the JEDZ Income Tax Agreement with the City. The payments to the City for the services rendered pursuant to the JEDZ Income Tax Agreement shall not exceed the sum of 2% of the Gross Revenues in any calendar year; provided, however that such payments to the City for the initial calendar year in which collection of the JEDZ Income Tax is commenced may be temporarily increased for such year to an amount not to exceed 4% of the Gross Revenues collected in that initial calendar year.

Section 4.2 Authorization to Levy JEDZ Income Tax. The Board is hereby authorized to adopt a resolution to (i) levy an income tax on the JEDZ Income at the rate of income tax currently and hereafter levied by the City and (ii) adopt regulations deemed necessary by the Board for the administration, collection and enforcement of the JEDZ Income Tax.

Section 4.3 Allocation of Proceeds of the JEDZ Income Tax. The City shall, on behalf of the JEDZ, collect the JEDZ Income Tax. The Net Revenues shall be allocated as follows: (i) 2% to the Board, (ii) 10% to the Township to be used for purposes of the JEDZ and (iii) 88% to the City to be used for the purposes of the City as determined by the City.

Within 30 days of the last day of March, June, September and December of each year (or if any such date is not a business day, on the immediately succeeding business day), the City shall, on behalf of the JEDZ (i) pay from the Gross Revenues to the City the amount then due pursuant to the JEDZ Income Tax Agreement, (ii) calculate and pay the amounts due from the Net Revenues for the prior three months to the Board, the City and the Township, and (iii) provide an accounting of the receipts and uses of the proceeds of the JEDZ Income Tax for the prior three months, including, but not limited to, a summary of the amounts of JEDZ Income Tax on individuals withheld by each Business. In the event that any amount due from the Net Revenues to the Board, the City or the Township is a negative amount, then that negative amount shall be set off against the next amount paid. Subject to the approval of the Township, the City may make these distributions on a monthly basis.

(End of Article IV)

ARTICLE V
TERM OF CONTRACT

Section 5.1 Effective Date. If and upon the approval of the Board resolution authorizing this Contract by the electors of the Township at the election held on November 6, 2012, this Contract and the JEDZ shall immediately become effective. If the electors of the Township do not approve the Board resolution authorizing this Contract at the election held on November 6, 2012, this Contract shall be null and void.

Section 5.2 Term. The term of this Contract shall commence on its effective date and shall terminate on December 31, 2042; provided, however, this Contract shall automatically renew for two 30 year periods unless either the City or the Township provides written notice to the other that it has elected not to renew this Contract not more than 365 days and not less than 180 days prior to the expiration of the then current term of this Contract.

Section 5.3 Extraordinary Terminations. (a) Either the City or the Township may terminate this Contract by written notice to the other if (i) the Board has not adopted a resolution to levy the JEDZ Income Tax within one year after the effective date of this Contract, or (ii) a final order of a court of competent jurisdiction invalidates the levy of the JEDZ Income Tax. The right to terminate this Contract pursuant to subsection (a)(ii) shall commence at the end of the day upon which the time for appeal of the final order invalidating the levy of the JEDZ Income Tax expires, provided no appeal has been filed during such time to a higher court, and the right to terminate this Contract because of a final order invalidating the levy of the JEDZ Income Tax must be exercised within 12 months after such order.

(b) The Township may terminate this Contract by written notice to the City if the City and the Township do not enter into a Cooperative Economic Development Contract pursuant to Ohio Revised Code Section 701.07 prior to or within one year after the effective date of this Contract.

(c) Termination of this Contract pursuant to this Section 5.3 shall be effective upon the date stated in such notice of termination.

Section 5.4 Termination of JEDZ Income Tax; Distribution of JEDZ Assets. Upon the termination of this Contract, (i) the levy of any JEDZ Income Tax shall cease, (ii) any remaining assets or funds of the JEDZ shall be distributed as follows: 25% to the City and 75% to the Township, and (iii) the City and the Township shall be the successors in interest to any uncollected funds and unliquidated assets of the JEDZ, including the interest of the JEDZ in any legal proceedings, in the proportions set forth above. The books and records of the JEDZ shall be given into the custody of Township and shall be open for inspection or audit by the City or the Township.

(End of Article V)

**ARTICLE VI
MISCELLANEOUS**

Section 6.1 Fiscal Year. The fiscal year of the JEDZ shall commence on January 1 of each calendar year and shall terminate on December 31 of the same calendar year.

Section 6.2 Reports and Records. Within 30 days of the effective date of this Contract, the Board shall notify the Auditor of State of the State of Ohio of the creation of the JEDZ and the Board.

Within three months after the end of each fiscal year of the JEDZ, the Board shall compile and distribute to the City and the Township a report setting forth all revenues received by the JEDZ during the preceding fiscal year and all disbursements made during that fiscal year.

Within three months prior to the commencement of each fiscal year of the JEDZ, the Board shall prepare and distribute to the City and the Township a budget for that fiscal year, stating anticipated revenues and expenses of the JEDZ.

All books, records, documentation, and financial information of the JEDZ shall, upon request, be made available to the City and the Township and their agents for review and/or audit. The Board and the JEDZ shall fully cooperate with the City and/or the Township in fulfilling such a request.

Section 6.3 Amendments. Except for any amendment of this Contract or the JEDZ to increase the territory of the JEDZ, this Contract may be amended by the City and the Township pursuant to a written amendment authorized by the respective legislative authorities of the City and the Township. Any real property located within the JEDZ may be removed from the JEDZ pursuant to a written amendment duly authorized by the City and Township. Any such removal shall not be subject to the provisions of Ohio Revised Code Section 715.691 for the creation of a joint economic development zone. Following a duly authorized amendment removing real property from the JEDZ, such property shall be deleted from the territory of the JEDZ and is then no longer subject to the terms of the Contract. Any amendment of this Contract or the JEDZ to increase the territory of the JEDZ shall be subject to the provisions of Ohio Revised Code Section 715.691 for the creation of a joint economic development zone.

Section 6.4 Support of Contract; Execution of Other Documents. The City and the Township shall support this Contract and shall defend the same against any lawsuits brought against the JEDZ or the Board or the City or the Township in conjunction with the JEDZ. The expenses and fees of the Board, the City and the Township, including reasonable attorney fees, incurred in any lawsuit brought against the JEDZ or the Board or the City or the Township shall be paid or reimbursed from Gross Revenues. If Gross Revenues are insufficient at any time to pay such expenses and fees, the City shall initially pay such expenses and fees and the City shall be reimbursed for the amount of such expenses and fees paid by the City when Gross Revenues are available for that reimbursement.

The City and the Township agree to cooperate with one another in the implementation of this Contract and to execute or cause to be executed, in a timely fashion, all necessary documents in order to effectuate the purposes of this Contract.

Section 6.5 Binding Effect. All rights, benefits, and privileges under this Contract shall inure only to the City and the Township, and no third parties shall have any right to claim any rights, benefits, or privileges under this Contract. Each covenant, agreement or obligation of the City or the Township under this Contract is binding on each officer of the City or Township, respectively, who has the authority or duty from time to time under the laws of the State to take any action which may be necessary or advisable to observe or perform that covenant, agreement or obligation.

Section 6.6 Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Contract.

Section 6.7 Severability. The invalidity or unenforceability of any one or more provision of this Contract shall not affect the validity or enforceability of the remaining provisions of this Contract or any part thereof and the same shall remain in full force and effect.

Section 6.8 Governing Law and Choice of Forum. This Contract shall be governed by and construed in accordance with the laws of the State. All claims, counterclaims, disputes and other matters in question regarding this Contract or its breach will be decided in a court of competent jurisdiction within the State.

Section 6.9 Notices and Payments. All notices, demands, requests, consents or approvals given, required or permitted hereunder shall be in writing and shall be deemed sufficiently given if received or if hand delivered or sent by recognized overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to (i) (A) the City at City of Westerville, Ohio, 21 S. State Street, Westerville, Ohio 43081, Attention: City Manager, (B) the Township at Blendon Township, 6350 S. Hempstead Road, Westerville, Ohio 43081, Attention: Administrator, and (C) to the Board, at Chair, Board of Directors, Blendon-Westerville Joint Economic Development Zone at the business address for the JEDZ in the rules adopted by the Board, or (ii) such other address as the recipient shall have previously notified the sender in writing as provided in this Section 6.9.

All payments shall be made to (i) (A)) the City at City of Westerville, Ohio, 21 S. State Street, Westerville, Ohio 43081, Attention: Finance Director, (B) the Township at Blendon Township, 6350 S. Hempstead Road, Westerville, Ohio 43081, Attention: Fiscal Officer, and (C) to the Board, at Chair, Board of Directors, Blendon-Westerville Joint Economic Development Zone at the business address for the JEDZ in the rules adopted by the Board, or (ii) such other address as the recipient shall have previously notified the sender in writing as provided in this Section 6.9.

Section 6.10 Entire Agreement. This Contract is the only and entire agreement between the City and the Township regarding the JEDZ.

(End of Article VI)

IN WITNESS WHEREOF, the parties have subscribed to this JEDZ Contract by their duly authorized officers:

**BLENDON TOWNSHIP
(FRANKLIN COUNTY), OHIO**

Date: _____, 2012

By: _____
Trustee

By: _____
Trustee

By: _____
Trustee

CITY OF WESTERVILLE, OHIO

Date: _____, 2012

By: _____
City Manager
City of Westerville, Ohio

FISCAL OFFICERS' CERTIFICATIONS

The Undersigned Fiscal Officer of Blendon Township, Franklin County Ohio hereby certifies that the moneys require to meet the obligations of the Township during the calendar year 2012 under the foregoing Joint Economic Development Zone Contract have been appropriated lawfully for that purpose, and are in the treasury of the Treasurer or in the process of collection to the credit of an appropriate fund, free from encumbrances. This certification is made in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Fiscal Officer
Blendon Township

The Undersigned Fiscal Officer of the City of Westerville (Franklin County), Ohio hereby certifies that the moneys require to meet the obligations of the City during the calendar year 2012 under the foregoing Joint Economic Development Zone Contract 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 encumbrances. This certification is made in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Finance Director
City of Westerville

EXHIBIT A
BLENDON-WESTERVILLE JOINT ECONOMIC DEVELOPMENT ZONE

The JEDZ consists of the following parcels as numbered and in the records of the County Auditor of Franklin County, Ohio, and as depicted on the map below:

Parcel Numbers				
080-008475-00	110-000496-00	110-001319-00	110-002338-00	110-005713-00
110-000006-00	110-000500-00	110-001513-00	110-002339-00	110-005715-00
110-000007-00	110-000501-00	110-001526-00	110-002340-00	110-005728-00
110-000008-00	110-000502-00	110-001531-00	110-002341-00	110-005729-00
110-000023-00	110-000506-00	110-001543-00	110-002342-00	110-005807-00
110-000058-00	110-000509-00	110-001556-00	110-002399-00	110-005832-00
110-000063-00	110-000527-00	110-001589-00	110-002400-00	110-005833-00
110-000069-00	110-000530-00	110-001595-00	110-002401-00	110-005834-00
110-000077-00	110-000535-00	110-001611-00	110-002429-00	110-005857-00
110-000078-00	110-000538-00	110-001616-00	110-002488-00	110-005860-00
110-000079-00	110-000543-00	110-001768-80	110-002547-00	110-005861-00
110-002292-00	110-002293-00	110-001768-90	110-00597-00	110-000510-00
110-000081-00	110-000545-00	110-001776-00	110-002548-00	110-005866-00
110-000100-00	110-000688-80	110-001798-00	110-002549-00	110-002648-00
110-005819-00	110-000688-90	110-002868-00	110-002709-00	110-005883-00
110-000103-00	110-000699-00	110-001930-00	110-002658-00	110-005884-00
110-000107-00	110-000700-00	110-001931-00	110-002669-00	110-005885-00
110-000113-00	110-000723-00	110-001932-00	110-002676-00	110-005886-00
110-000127-00	110-000744-00	110-002032-00	110-002680-00	110-005890-00
110-000130-00	110-000750-00	110-002033-00	110-002691-00	110-005898-00
110-000134-00	110-000756-00	110-002068-00	110-002692-00	110-005899-00
110-000137-00	110-000802-00	110-002084-00	110-002695-00	110-005902-00
110-000143-00	110-000816-00	110-002118-00	110-002696-00	110-005905-00
110-000165-00	110-000829-00	110-002121-00	110-002708-00	110-005907-00
110-000170-00	110-000837-00	110-002123-00	110-002720-00	110-005912-00
110-000178-00	110-000838-00	110-002128-00	110-002726-00	110-005915-00
110-000204-00	110-000852-00	110-002129-00	110-002727-00	110-005921-00
110-000212-00	110-000855-00	110-002130-00	110-002870-00	110-005936-00
110-000249-00	110-000856-00	110-002243-00	110-002871-00	110-005937-00
110-000250-00	110-000869-00	110-002244-00	110-003102-00	110-005939-00
110-000264-00	110-000873-00	110-002267-00	110-003107-00	112-000011-00
110-000370-00	110-000876-00	110-002269-00	110-003112-00	115-158419-00
110-000371-00	110-000879-00	110-002270-00	110-003129-00	115-158424-00
110-000381-00	110-000909-00	110-002272-00	110-003151-00	115-158426-00
110-000408-00	110-000921-00	110-002273-00	110-003458-00	115-158427-00
110-000421-00	110-000960-00	110-002274-00	110-003497-00	115-158433-00

EXHIBIT A
BLENDON-WESTERVILLE JEDZ
(Continued)

110-000421-00	110-000979-00	110-002284-00	110-003531-00	115-158438-00
110-000478-00	110-000995-00	110-002285-00	110-003980-00	115-158439-00
110-000480-00	110-001009-00	110-002286-00	110-004117-00	115-232726-00
110-000486-00	110-001020-00	110-002291-00	110-004146-00	
110-000487-00	110-001051-00	110-002294-00	110-005633-00	
110-000495-00	110-001256-00	110-002295-00	110-005636-00	

EXHIBIT A
BLENDON-WESTERVILLE JEDZ
(Continued)

