

**EXHIBIT A**

**FIRST AMENDMENT  
TO  
DEVELOPMENT AND REIMBURSEMENT AGREEMENT  
BETWEEN  
THE CITY OF COLUMBUS, OHIO  
AND  
GATEWAY AREA REVITALIZATION INITIATIVE**

This First Amendment To Development and Reimbursement Agreement (this "Amendment") is entered into to be effective as of the \_\_\_ day of \_\_\_\_\_, 2005, between the **City of Columbus, Ohio** (the "City"), an Ohio municipal corporation, by the Director of its Department of Public Service and pursuant to the authority granted under Ordinance No. 0128-2005 by the Columbus City Council, and **Gateway Area Revitalization Initiative** ("GARI"), an Ohio nonprofit corporation.

WHEREAS, on December 13, 1999, the Columbus City Council passed Ordinance No. 2925-99 whereby on December 23, 1999 the City entered into an Economic Development Agreement (the "Economic Development Agreement") with GARI addressing, among other things, the construction of certain necessary road improvements and other public improvements and around a certain area (the "Gateway Area") situated within the corporate limits of the City, being generally the property outlined on the map that is included with, and incorporated in, the Economic Development Agreement as Exhibit A thereto; and

WHEREAS, the project (the "Project") that is the subject of the Economic Development Agreement is the redevelopment of major portions, or all, of the Gateway Area by the construction, enlargement, improvement or equipping of property and facilities within the

Gateway Area for use or development for industry, commerce, housing, distribution or research;  
and

WHEREAS, in accordance with the provisions of the Economic Development Agreement, the City and GARI entered into a Development and Reimbursement Agreement, dated April 25, 2003 (the “D & R Agreement”) providing for the design and efficient construction by GARI or its assignee (with the entity undertaking such construction, whether GARI or its assignee, being hereinafter designated as the “Contractor”) of certain necessary public improvements to, on, over, and under the Gateway Area and the portions of the streets, sidewalks, and intersections abutting or approaching the Gateway Area (the “Gateway Public Improvements Area”) up to a cost not to exceed \$5,000,000, and, subject to certain conditions, the reimbursement of Revitalization Initiative by the City for the costs of those improvements up to \$5,000,000; and

WHEREAS, the City and GARI have entered into a First Amendment To Economic Development Agreement, of even date herewith, providing for their execution of an amendment to the D & R Agreement to increase the maximum total cost of said public improvements, and the maximum total amount of reimbursement of such costs by the City, to \$7,000,000; and

WHEREAS, in accordance with the provisions of said First Amendment To Economic Development Agreement, the City and GARI desire to enter into this Amendment;

NOW THEREFORE, in consideration of the mutual provisions set forth herein, the City and GARI hereby agree as follows:

**1. Amendment.** The first and second lines of Section II(A) of the D & R Agreement are hereby amended by deleting therefrom “Five Million Dollars (\$5,000,000)” and inserting “Seven Million Dollars (\$7,000,000)” in the place of that deleted language.

2. **Ratification.** The D & R Agreement, as amended by this Amendment, is and shall remain in full force and effect. Each party to this Amendment hereby ratifies and confirms all of its duties, covenants and other obligations under the D & R Agreement, as amended by this Amendment.

3. **Successors and Assigns.** This Amendment shall inure to the benefit of and be binding upon the respective successors and assigns (including successive, as well as immediate, successors and assignees) of the City and of the Revitalization Initiative.

4. **Governing Law and Forum.** This Amendment shall be governed by and construed in accordance with the laws of the State of Ohio.

5. **Duplicate Originals.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall constitute a single instrument.

6. **Headings.** The headings contained in this Amendment are included only for convenience of reference and do not define, limit, explain or modify this Amendment or its interpretation, construction or meaning and are in no way to be construed as a part of this Amendment.

7. **Provisions Separable.** If any provision of this Amendment or the application of any such provision to any person or any circumstances shall be determined to be invalid or unenforceable, then such determination shall not affect any other provisions of this Amendment or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect; and if any provision of this Amendment is capable of two constructions, one of which would render the provision void and the other of

which would render the provision valid, then such provision shall have the meaning which renders it valid.

**8. Entire Agreement.** This Amendment constitutes the entire agreement between the City and the Revitalization Initiative in respect of the subject matter hereof, and this Amendment supersedes any other prior and contemporaneous agreements between the City and the Revitalization Initiative in connection with the subject matter of this Amendment. No officer, employee or other servant or agent of the City or of the Revitalization Initiative is authorized to make any representation, warranty or other promise not contained in this Amendment. No change, termination or attempted waiver of any of the provisions of this Amendment shall be binding upon the City or the Revitalization Initiative unless in writing and signed by the party affected.

**9. Assignment.** This Amendment shall be fully assignable. This Amendment shall inure to the benefit of, and be binding on, all parties and their respective successors and assigns.

CITY OF COLUMBUS, OHIO

By: \_\_\_\_\_  
Henry Guzman, Director  
Department of Public Service

GATEWAY AREA REVITALIZATION INITIATIVE

By: \_\_\_\_\_  
Terry D. Foegler,  
President

Approved as to form:

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Richard C. Pfeiffer, Jr., City Attorney