

17-253

LEASE AGREEMENT  
between the  
COUNTY OF SUMMIT, OHIO  
and  
MARK GRAZIANI'S STREET TREATS EXPRESS, INC.  
for

LEASE OF SPACE

in Summit County Courthouse Basement, 209 South High Street, Akron, Ohio 44308

THIS LEASE AGREEMENT ("Lease") is entered into at Akron, Ohio as of this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the COUNTY OF SUMMIT, OHIO, an Ohio charter county, hereafter referred to as the "Landlord", having its principal place of business located at 175 S. Main Street, Executive's Office, Akron, Ohio 44308, as duly authorized by Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_ and MARK GRAZIANI'S STREET TREATS EXPRESS, INC., hereinafter referred to as "Tenant" having its principal place of business located at 1294 Windward Lane, Kent, Ohio 44240.

WITNESSETH:

WHEREAS, Landlord desires to lease the Premises (as hereinafter defined) to Tenant and Tenant desires to lease said Premises from Landlord;

NOW THEREFORE, in consideration of the mutual covenants and agreements to be performed by the parties and intending to be legally bound, Landlord and Tenant mutually agree as follows:

1. PREMISES. "Premises" shall consist of a certain portion of the Premises in which the County has an ownership interest, designated as:

That portion of the basement of the County of Summit, Ohio Courthouse, located at 209 South High Street, Akron, Ohio 44308, which comprises approximately 1,913 square feet as depicted on Exhibit "A," which is attached hereto and incorporated herein by reference.

2. TERM. This Lease shall be for a period of five (5) years commencing on \_\_\_\_\_, 2017 and terminating on \_\_\_\_\_, 2022 ("Term") unless sooner terminated by default as provided herein. The Lease may be renewed for one (1) successive term of five (5) years upon written consent of the parties and legislative approval.

3. RENT.

(i) The charge for rental of the Premises shall be \$3,600.00 annually, payable in advance on the first day of each month in the amount of \$300.00 per month ("Rent"). After the initial Term, and for the duration of each year of the renewal term, Rent will increase \$10.00 per month as set forth below:

<u>Renewal Term</u>	<u>Rental Charge</u>
Year One.....	\$310.00
Year Two.....	\$320.00
Year Three.....	\$330.00
Year Four.....	\$340.00
Year Five.....	\$350.00

(ii) Rent shall be sent to:

County of Summit, Brian Nelsen  
 Department of Finance and Budget  
 Ohio Building, 7<sup>th</sup> Floor  
 175 S. Main St.  
 Akron, Ohio 44308

4. CAPITAL INVESTMENT.

(i) Tenant's capital investment in the Premises shall not exceed \$27,000.00 and Landlord is not required to pay interest on Tenant's investment.

(ii) Rent deferment for Tenant's capital investment will begin the first month of the Term, and will continue into the renewal term until the full amount is satisfied. If Tenant leaves the Premises on its own then the capital investment is considered paid in full; however, if the Landlord removes Tenant from the Premises then the remainder of the balance will be paid to Tenant.

5. LATE FEE. If Tenant fails to pay within ten (10) business days Rent, additional rent or other sums due under this Lease, Tenant will be charged a ten percent (10%) interest fee for the delay in payment.

6. USE.

(i) The Premises shall be used solely for the express purpose of a food service operation, including breakfast, lunch and catered food items ("Use"). Tenant agrees that where it offers items for sale that are also offered for sale in vending machines operated by the Bureau of Services for the Visually Impaired, Tenant shall charge the same price as the Bureau for such items.

(ii) Tenant does not have the exclusive rights to the seating booths in their current condition nor after the Phase Two renovation project is complete. Premises patrons can utilize the seating booths for dining purposes even if they do not purchase food directly from Tenant.

(iii) Tenant shall use and occupy the Premises in a safe, careful and proper manner in compliance with all federal, State of Ohio, County of Summit and City of Akron ordinances, regulations and laws.

(iv) Landlord will not use or allow the Premises to be used for any purposes except as provided in this subsection and Tenant will not permit the Premises to be used for any unlawful purpose or in any way that will injure the reputation of the Landlord or building nor permit the Premises to be occupied by any other person.

(v) In the event Tenant's use of the Premises causes an increase upon the insurance rates upon the building in which the Premises are located, Tenant agrees to pay as additional rent such premium increase.

(vi) Tenant will not interfere with, adjust or modify the heating or cooling apparatus.

(vii) Other than equipment reasonably necessary for its business, Tenant will not use any heating devices including, but not limited, to space heaters.

(viii) Tenant will pay all costs for any damage to the sinks, pipes and sewer systems caused by any foreign object placed into the same on the Premises by Tenant or Tenant's employee or agent which causes breakage, stoppage or damage to the pipes or sewer system.

7. MAINTENANCE. Landlord shall be responsible for structural repairs to the interior and exterior of the Premises, except if damage is caused by the Tenant's use or occupancy of the Premises, then Tenant shall be responsible for such costs. Tenant shall be responsible for all other maintenance and repairs. Tenant shall promptly pay Landlord upon demand the amounts owed for damage caused by Tenant's occupancy and/or use of the Premises or related to Tenant's guests and/or business invitees.

8. JANITORIAL AND TRASH REMOVAL. Tenant at its sole cost and expense shall be responsible to keep the Premises free from all debris and litter and is responsible for all janitorial services at the Premises during business hours. Tenant shall be responsible for timely trash removal at the Premises.

9. RIGHTS RESERVED BY LANDLORD. In addition to all rights and remedies granted by law and equity and as provided in this Lease, Landlord has the following rights:

(i) To designate all sources of sign painting, and lettering, vending machines of all types, towel or toilet supplies, or other similar services required in said premises;

(ii) To enter during the last ninety (90) days of the term upon 24 hours' notice to Tenant for the purpose of altering, remodeling, repairing, renovating, or otherwise preparing said Premises for reletting; using all reasonable means not to disturb Tenant's use of said Premises;

(iii) To enter said Premises at all reasonable times (1) to make any inspections, repairs, alterations, improvements, or additions to said Premises or building at Landlord's sole discretion; (2) to exhibit said Premises to others during the last 6 months of the Term hereunder, and (3) for any purpose whatsoever, related to the safety, protection, preservation or improvement of said Premises or building;

(iv) At any time Landlord shall have the right to make repairs, alterations or improvements in or to the Premises or building or any part thereof, and during such times may temporarily close entrances, doors, corridors, elevators, parking areas or other public facilities; and

(v) Throughout the term of this Lease, Landlord shall not be liable to any third parties arising from any act or neglect of the Tenant, or for any of Tenant's agents, servants, guests, invitees or employees, in, on, or about Premises, building and parking areas.

10. UTILITIES. Landlord shall be responsible for the payment of utilities for the Premises which shall include gas, electricity, water and sewer. Landlord agrees to provide a telephone, pay for the local telephone service, and Tenant shall pay all expenses for long distance telephone services, cable, internet and any other expenses.

11. TERMINATION/RENEWAL. This Lease shall be terminated at the expiration of the Term or earlier upon a default as provided herein. If Tenant continues to occupy the Premises after the termination and without a renewal term or the prior written approval of the Landlord, then Lease shall be deemed month to month, increasing \$10.00 per month as stated in Section 3.

12. REMODELING, REDECORATING, ALTERATIONS. Tenant shall not make any alterations or additions, including remodeling or signage, without first obtaining Landlord's prior written consent which may be withheld at Landlord's sole discretion. Tenant agrees not to permit the filing of any mechanic's liens. Any such alterations or additions to the Premises shall revert to the Landlord at the end of this Lease or any subsequent renewal.

13. INSPECTIONS / PERMITS. Tenant will comply with all federal, State of Ohio, County of Summit and City of Akron laws, rules, ordinances, zoning requirements and other requirements relating to the occupancy of buildings and maintenance of a food preparation and dispensing facility and arrange for all necessary inspections and secure all necessary permits to assure the propriety and legality of the Tenant's Use of the Premises. Tenant will post or display any stickers or notices, maintain any records, submit any reports/returns or receipts required in connection with its food service operations and pay any taxes/fees required by law for the operation of a visitation center. Landlord will permit the posting of all signs required by law.

14. LIABILITY. Landlord shall not be responsible for any damages occasioned by reason of the Tenant's use or occupancy of the Premises. All personal property belonging to the Tenant or to any other person, located in or about the building or Premises, shall be there at the sole risk of the Tenant or such other person, and neither the Landlord nor the Landlord's agents shall be liable therefore. Tenant acknowledges that it will be responsible for claims and damages arising from its actions and/or omissions in its performance of this Lease including, but not limited to, those arising from Tenant's: (1) use of the Premises, the parking areas, surrounding walkways, stairways and any common areas of the Building; (2) guests or invitees (3) negligence; (4) willful or wanton misconduct; and (5) malicious acts or omissions. For claims arising from Tenant's occupancy and/or omissions in performance of this Lease that are asserted against the Landlord, Tenant shall provide the Landlord with insurance coverage as required pursuant to Section 12 herein.

15. INSURANCE.

A. Tenant's Insurance. Tenant shall obtain insurance of the types and amounts described below and provide to Landlord on or before the first date of Term of this Lease, written proof of compliance with the insurance requirements described below, including if requested by Landlord, certified copies of all insurance policies; Landlord may request such written proof or certified copies from time to time as determined in its sole discretion.

- (i) General Liability insurance with limits of liability not less than \$1,000,000 each occurrence and \$3,000,000 in the aggregate, on account of Bodily Injury, including death, Personal Injury, and Property Damage, including products and completed operations, and liability assumed under contract.
- (ii) Worker's Compensation insurance as statutorily required.
- (iii) Commercial Auto Liability insurance with limits of liability of not less than \$1,000,000, combined single limit bodily injury and property damage. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos, and shall include contractual liability coverage.
- (iv) Tenant's insurance requirements in Sections 13.A.(i), (ii), (iii), and (iv) may be satisfied by the purchase of a combination of primary, excess and/or umbrella insurance.
- (v) Tenant may, at its option, purchase business income, business interruption, extra expense or similar coverage, and may, at its option, purchase insurance to cover its personal property, including without limitation Tenant's equipment, contents, and fixtures. In no event shall Landlord be liable for any business interruption or other consequential loss sustained by Tenant, nor for any damage to or loss of personal property sustained by Tenant, whether or not such business interruption, consequential loss, or damage to or loss of personal property is insured, even if such interruption, loss or damage is caused by the negligence of Landlord, its employees, officers, directors, or agents.
- (vi) Except for Workers' Compensation insurance, all insurance required of Tenant hereunder shall be endorsed to provide, and all insurance certificates shall include the statement, that the insurance covered by the certificate shall not be cancelled, materially altered or non-renewed without not fewer than thirty (30) days prior written notice to Landlord.
- (vii) Landlord shall be included as an additional insured under Tenant's Commercial General Liability, and under Tenant's Commercial Umbrella policy, if any; this Commercial General Liability and Commercial Umbrella insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Landlord. There shall be no endorsement or modification of the Commercial General Liability or Commercial Umbrella to make either policy excess over other available insurance, it being understood that any liability insurance of Landlord, if any, shall be non-contributing.

(viii) If Tenant's liability insurance policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

B. Landlord's Insurance. Landlord shall maintain for the Term of this Lease Commercial Property insurance covering damage or loss to the Premises due to or arising from fire, lightening, explosion, windstorm or hail, smoke, riot or civil commotion, vandalism, sprinkler leakage, or malicious mischief.

C. General Insurance Requirements.

(i) All insurance purchased by Tenant as required by this Lease shall be purchased from insurers whose AM Best rating shall be "A-" or better.

(ii) Tenant shall be responsible for any deductibles or retentions existing within the insurance purchased by it. Landlord shall be responsible for any deductibles or retentions existing within the insurance purchased by it, provided, however, that if any damage to the Premises arises from the acts or omissions of Tenant, then Tenant shall be responsible to promptly pay upon demand from Landlord such amounts falling within any deductible or retention of Landlord's Property insurance.

(iii) Landlord and Tenant, for themselves and on behalf of their respective insurers, do hereby waive any recovery of damages against each other (including their employees, officers, directors, elected or appointed officials, agents, or representatives) for loss or damage to the Premises, Tenant's improvements, and betterments, fixtures, equipment, and any other personal property of the parties to the extent covered by the parties' respective Commercial Property insurance, or which could have been covered by Commercial Property insurance reasonably available at the date of commencement of the Lease, including that coverage available under an ISO Special Causes of Loss coverage form. If the Commercial Property insurance purchased by Landlord and/or Tenant as required herein does not allow the insured to waive rights of recovery against others prior to loss, each party shall cause its insurance policy to be endorsed with a waiver of subrogation as required herein.

(iv) Landlord shall be included as an additional insured under Lessee's Commercial General Liability insurance but only with respect to liability arising out of the ownership, maintenance or use of the demised premises; Tenant's Commercial General Liability insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Landlord. There shall be no endorsement or modification of Tenant's Commercial General Liability to make it excess over other available insurance, it being understood that any liability insurance of Landlord, if any, shall be non-contributing. If Tenant's liability insurance policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

(v) If Tenant fails to maintain the insurance as required herein, Landlord shall have the right but not the obligation to purchase said insurance at Tenant's expense.

(vi) Tenant's failure to maintain the required insurance may result in the termination of this Lease at Landlord's option.

(vii) By requiring insurance herein, Landlord does not represent that coverage and limits will necessarily be adequate to protect Tenant, and such coverage and limits shall not be deemed as a limitation on Tenant's liability under the indemnities granted to Landlord in the Lease.

16. DAMAGE TO BUILDING. In the event the leased Premises are destroyed or rendered untenantable by fire, storm, earthquake or other casualty, this Lease shall terminate. The rental and other expense items shall be prorated between Landlord and Tenant up to the time of such damage or destruction of said Premises. Should only a part of the leased Premises thereby be rendered untenantable for a period of thirty (30) days or more, the Rent shall abate in the proportion which the damaged part bears to the whole leased Premises. At Landlord's option, such part so damaged may be restored by Landlord after which the full Rent shall recommence and the Lease shall continue according to its terms. Should the Premises be rendered partially untenantable, the Tenant and Landlord shall negotiate occupancy for the remainder of the Lease term or either party may terminate the Lease upon written notice to the other.

17. HAZARDOUS OR UNLAWFUL USE. Tenant shall not use or occupy any part of the Premises for hazardous, unlawful or improper purposes. Tenant shall not bring any hazardous substances into the Premises or any part the building nor allow any storage or dumping of any hazardous substances. All parties agree that they will not violate any local, state or federal laws in operation and Use of the Premises and if a violation of this provision occurs, Tenant shall reimburse Landlord upon demand any costs incurred.

18. LANDLORD HELD HARMLESS. Landlord shall not in any way be liable for any loss, expenses or damage to Tenant's property, property of others, personal injury or any other type of liability of any kind or nature occurring in, on or about the Premises, building or parking areas or related to Tenant's use or occupancy of the Premises, building or parking areas no matter what the cause including but not limited to any damage caused by any structural failure or collapses, bursting or leaking plumbing, gas, water, steam, pipes or conduits, water outlets, sewers, electrical and the roof. Tenant will release, indemnify, defend and hold harmless the Landlord and its agents from any and all liability, claims, losses, expenses, damages, or causes of action arising out of the use, possession, occupancy or operation of the Premises, building or parking areas. Tenant will pay all reasonable attorneys' fees for the Landlord's selection and use of outside legal counsel. This indemnification will survive the termination of this Lease.

19. LANDLORD'S ACCESS. Landlord, including its agents, shall have free access to the Premises at any time for any purpose within twenty-four (24) hour advance notice to the Tenant, except such notice is not required for an emergency where time for such notice is not possible.

20. ASSIGNMENT OF LEASE. Tenant shall not assign this Lease or sublet the Premises or any part thereof, except to a related entity (i.e., parent, subsidiary), without the prior written consent of Landlord, which may be withheld at Landlord's discretion.

21. RETURN OF BUILDING AND PROPERTY. Tenant agrees to surrender the Premises at the termination of the Term in the same condition as when the Premises was accepted, ordinary wear excluded. In the event that damage beyond ordinary wear occurred, Tenant agrees to have said damage repaired or replaced to Landlord's satisfaction prior to Tenant's vacating the Premise. Upon Tenant's failure to make such repairs or replacements, Landlord shall cause such work to be completed and Tenant shall be responsible for such costs. Any of Tenant's property not removed within ten (10) days after the termination of this Lease shall be deemed abandoned by Tenant and at Landlord's election may be treated and/or disposed of by Landlord as its own property without further right of claim thereto by Tenant. Tenant shall pay the Landlord for any costs incurred by Landlord for such removal or disposal.

22. NOTICE.

Any notice required hereunder shall be sent to the parties at the following addresses:

Mark Graziani's Street Treats Express, Inc.	County of Summit
Attention: Mark Graziani	Attention: Director, Department of Law,
1294 Windward Lane	Insurance and Risk Management
Kent, Ohio 44240	Ohio Building, 8 <sup>th</sup> Floor
	175 South Main Street
	Akron, Ohio 44308

23. EVENTS OF DEFAULT

The occurrence of any one of the following events shall constitute a default under this Lease:

- (i) Tenant fails to pay within thirty (30) days any rent, additional rent, utilities or any local or long distance phone charges required under this Lease or any other sum of money when due under this Lease, time being of the essence;
- (ii) Tenant's use or occupancy of the Premises disrupts or interferes with the other building occupants;
- (iii) Tenant assigns or subleases the Lease;
- (iv) Tenant fails to maintain the insurance as required in the Lease;
- (v) Tenant abandons the Premises;
- (vi) Any execution, attachment or other order of court shall be issued upon or against the interest of Tenant in this Lease and shall continue for a period of thirty (30) days after notice;
- (vii) Any voluntary or involuntary petition for Bankruptcy filed by Tenant;



(vii) Tenant dissolves or reorganizes; or

(viii) Tenant fails to perform any of its obligations under this Lease. If Tenant defaults in any monetary obligation, Landlord may terminate the Lease immediately. If the Tenant defaults in any non-monetary default, then Tenant must cure such default within ten (10) days of notice of such default otherwise Landlord may terminate the Lease after the ten (10) day notice is provided; or

(ix) Tenant fails to use the Premises as set forth in Section 6.

#### 24. REMEDIES OF LANDLORD

Upon the occurrence of any default by Tenant, Landlord shall have any or all of the following rights and remedies in addition to those rights and remedies at law or in equity. All remedies shall be cumulative and non-exclusive.

(i) Landlord shall have the right but is not obligated to cure any such default on behalf of Tenant, in which event Tenant shall pay to Landlord, as additional rent, all costs and expenses incurred by Landlord in curing such default, including reasonable attorneys' fees, together with the next monthly installment of Rent.

(ii) Landlord may terminate this Lease immediately upon notice of such termination to Tenant. Upon termination of this Lease, the Landlord shall have the right to accelerate Rent and demand immediately all amounts due for the remainder of the Term and all other amounts due or owing to the Landlord. Landlord agrees to use its best efforts to re-let the Premises to mitigate the amount paid by Tenant for the accelerated Rent.

(iii) Landlord may re-enter the Premises by force, without liability to prosecution or action therefor, and may distrain for rent and/or relet the Premises, as agent of Tenant, for any unexpired portion of the term and receive the rent and other payments therefor. No such re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless written notice of such intention shall be given to Tenant or unless the termination has been decreed finally by a court of competent jurisdiction. Notwithstanding any reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

(iv) Whether or not Landlord elects to re-enter, as provided in Section 8(iii) or to take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may either terminate this Lease and accelerate all rentals due under this Lease, or it may from time to time without terminating this Lease, make such alterations and repairs as may be necessary in order to re-let the Premises, and re-let said Premises or any part thereof upon such term or terms (which may be for a period extending beyond the term of this Lease) and at such rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Upon each reletting, all rentals received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment

of any costs and expenses of such reletting, including brokerage fees and costs of alterations and repairs; third, to the payment of rent due and unpaid hereunder; and the balance, if any, shall be held by Landlord and applied in payment of future rent as same may become due and payable hereunder. If the rentals received from reletting during any month are less than rent and other sums to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord.

25. EQUAL EMPLOYMENT OPPORTUNITY/ANTI-DISCRIMINATION. Tenant agrees that in the hiring of employees for the performance of work pursuant to Section 4 of this Lease, Tenant, or any person acting on Tenant's behalf, by reason of race, creed, sex, disability, military status as defined in section 4112.01 of the Ohio Revised Code, color, gender identity as defined in Section 101.02(f) in the Codified Ordinances of the County of Summit and sexual orientation as defined in Section 101.02(r) in the Codified Ordinances of the County of Summit, shall not discriminate against any citizen of the State in the employment of labor or workers who are qualified and available to perform the work to which the employment relates. Tenant further agrees that Tenant, or any person acting on Tenant's behalf, in any manner, shall not discriminate against or intimidate any employee hired for the performance of work pursuant to Section 4 of this Lease on account of race, creed, sex, disability, military status as defined in section 4112.01 of the Ohio Revised Code, color, gender identity as defined in Section 101.02(f) in the Codified Ordinances of the County of Summit and sexual orientation as defined in Section 101.02(r) in the Codified Ordinances of the County of Summit. Tenant certifies that it does not maintain and it will not permit its employees from performing services at any segregated facilities. Tenant agrees to comply with all applicable federal, state and local laws, orders, rules, and regulations regarding equal employment opportunity/anti-discrimination.

26. RULES AND REGULATIONS: Tenant and Tenant's agents, employees, and invitees shall faithfully observe and strictly comply with any reasonable rules and regulations as Landlord may adopt.

27. WAIVERS. No waiver of any default and breach of the Lease shall be held to be a waiver of any other default and breach.

28. AUTHORIZATION: The parties signing this Lease represent and warrant that they are authorized to enter into this Lease and bind their respective entities to the terms and conditions of the Lease.

29. EXECUTION. This Lease supersedes and replaces all other agreements related to the Premises and it contains the entire agreement between the parties. Landlord and its agents have not made any representations or promises except as expressly set forth herein. This Lease shall not be amended or modified except by the written consent of both parties.

(End of text. Execution on following page.)

IN WITNESS WHEREOF, the parties hereby sign this Lease Agreement as of the date set forth below:

"TENANT"  
MARK GRAZIANI'S STREET TREATS EXPRESS, INC.

By: \_\_\_\_\_  
Mark Graziani, Owner

STATE OF OHIO    )  
                          ) ss:  
SUMMIT COUNTY    )

Before me, a Notary Public in and for said County and State, personally appeared Dennis Allen, who acknowledged that he did sign the foregoing instrument on behalf of Hattie Larlham Community Services, in his official capacity as its Chief Executive Officer and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio, this \_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

**"LANDLORD"  
COUNTY OF SUMMIT, OHIO**

By: \_\_\_\_\_  
Ilene Shapiro, Executive

STATE OF OHIO    )  
                          ) ss:  
SUMMIT COUNTY )

Before me, a Notary Public in and for said County and State, personally appeared Russell M. Pry, who acknowledged that he did sign the foregoing instrument on behalf of the County of Summit, Ohio, in his official capacity as its Executive and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Akron, Ohio, this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Deborah S. Matz  
Director, Department of Law, Insurance  
and Risk Management

Date: \_\_\_\_\_

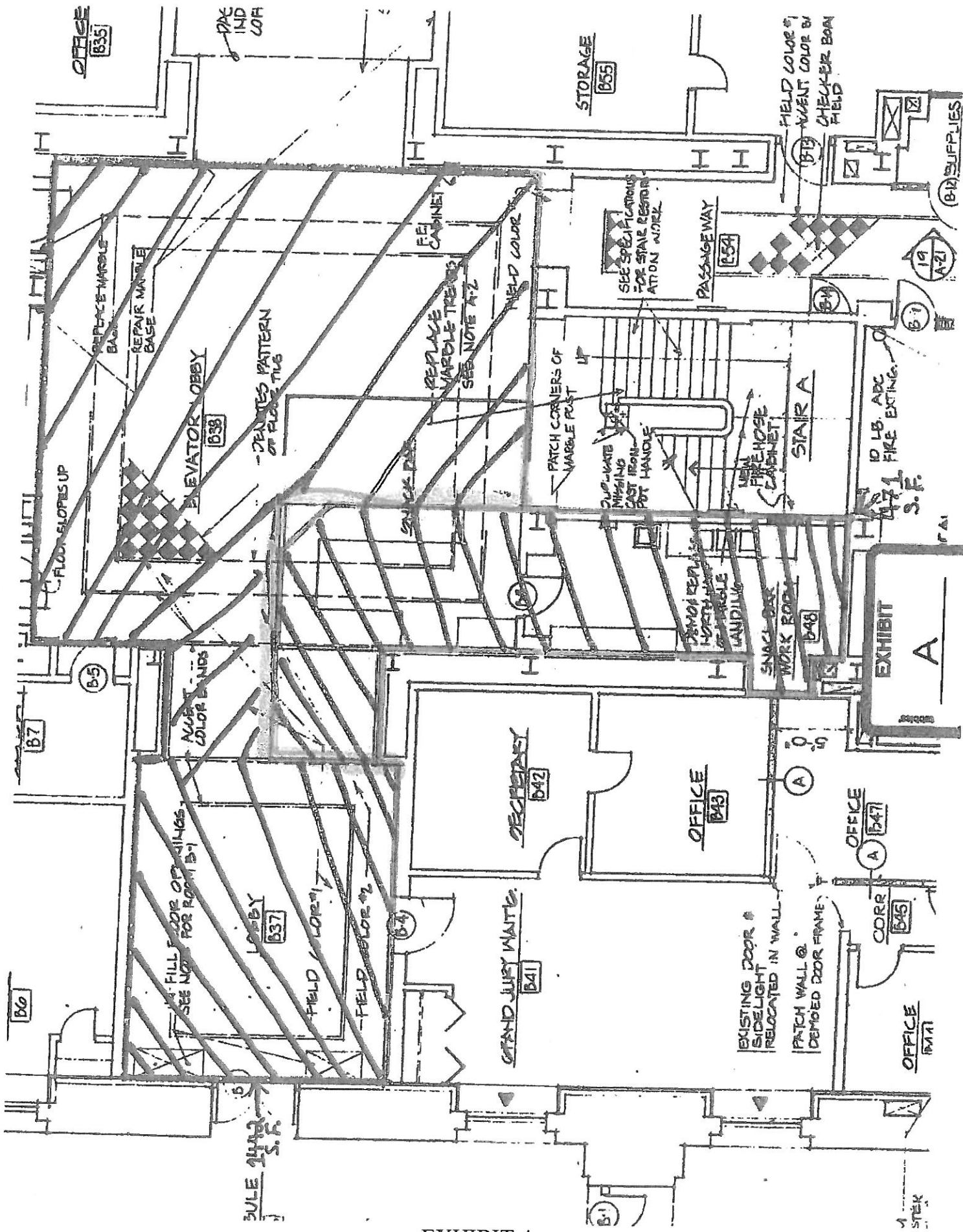


EXHIBIT A