

ORDINANCE NO. 2014 - 29

**AUTHORIZING THE CITY MANAGER TO ENTER INTO A  
CONTRACT FOR SALE AND PURCHASE WITH ATRICURE, INC.,  
AUTHORIZING CERTAIN ECONOMIC DEVELOPMENT INCENTIVES,  
AND DECLARING AN EMERGENCY**

WHEREAS, the City of Mason and AtriCure, Inc., have negotiated the terms of a contract for sale and purchase related to approximately 10.5 acres of land located at or near Western Row Road and Innovation Way, as well as certain economic development incentives; and

WHEREAS, Council for the City of Mason now wishes to authorize the City Manager to enter into said contract for sale and purchase and to formally authorize the implementation of the economic development incentive.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mason, Ohio,

6 members elected thereto concurring:

Section 1. That the City Manager is hereby authorized to execute a contract for Sale and Purchase Agreement with AtriCure, Inc., substantially in the form of the contract attached hereto as Exhibit "A," and incorporated herein by reference.

Section 2. That the City Manager is further authorized to execute any and all other documents necessary and related to the contract for sale and purchase including, but not limited to, a related Economic Participation Agreement.

Section 3. That there is hereby appropriated from the General Fund, Community Development an amount of \$340,000.00 to the Mason Port Authority for the Mason Port Authority to fund an incentive program for AtriCure, Inc.

Section 4. That the City Manager is hereby authorized to provide \$340,000.00 to the Mason Port Authority for the purpose of providing a performance loan incentive to AtriCure, Inc. in order to assist in the construction of an approximately 85,000 square foot global headquarters facility on land to allow for expansion to over 160,000 square feet with 175 initial employees, growing to 200 employees within five years.

Section 5. That the City Manager is further authorized to take any and all steps necessary to effectuate the terms of this Ordinance.

Section 6. That the Finance Director is hereby authorized to expend the appropriated funds upon

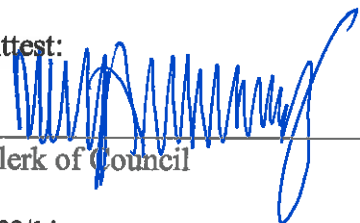
direction of the City Manager.

Section 7. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and general welfare and shall be effective immediately upon its passage. The reason for said declaration of emergency is the need to enter into the contract and authorize the economic development funds at the earliest possible date.

Passed this 28<sup>th</sup> day of April, 2014.

  
\_\_\_\_\_  
Mayor

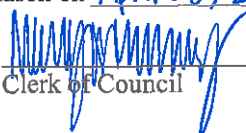
Attest:

  
\_\_\_\_\_  
Clerk of Council

4/22/14  
1660269.1

### Certification

The undersigned, Clerk of Council of the City of Mason, hereby certifies this to be a true and exact copy of Ordinance 2014-29 adopted by the Council of the City of Mason on April 28, 2014.

  
\_\_\_\_\_  
Clerk of Council

## CONTRACT FOR SALE AND PURCHASE

This Contract for Sale and Purchase ("Contract") is entered into as of this 29<sup>th</sup> day of April, 2014 ("Effective Date") and made by and between the **City of Mason**, Ohio, 6000 Mason Montgomery Road, Mason, Ohio 45040, (hereafter, "Seller") and **AtriCure, Inc.**, a Delaware corporation, having as address of 6217 Centre Park Drive, West Chester, Ohio 45069 (hereafter, "Purchaser" and upon the Closing of the purchase under this Contract between Seller and Purchaser, the "Company"), under the following terms and conditions:

### RECITALS:

A. Seller has determined it to be a public purpose for certain long-term strategic economic development and planning efforts to enter into an Economic Participation Agreement with the Purchaser and Company (AtriCure, a leading global medical device company) more particularly described in Exhibit "A". Seller has further outlined future development plans in the area known as OakPark (a 250-acre conceptual development plan of specific focus on high tech, research and development medical, corporate and innovation investment more particularly described in Exhibit "B") which includes a portion of the Property, and intends to make a good faith effort to create preserve or create jobs and employment opportunities within the City through the recruitment of companies and the development of OakPark.

B. Purchaser and Company propose a +/- 10.5 acre campus development ("Project") to specifically achieve the construction and operation of a North American Corporate Headquarters, Manufacturing, Research and Development Facility for the Company, totaling approximately 85,000 square feet, creation of an initial 175 jobs, and a payroll of 10 million once the Company reaches 200 employees, in a target industry sector for the City of Mason, Ohio that will set the tone for future development within OakPark.

C. Seller owns certain real property consisting of approximately +/- 10.5 acres of land, (or that which is found to be the acreage by survey pursuant to Section 4), as set forth in Exhibit "C " but shall, in no event, exceed 10.5 acres, as more fully described in Section 4 below. The land is located at or near Western Row Road and Innovation Way, in Warren County, Ohio and as more particularly described in Exhibit "D" attached hereto. Said land and all improvements thereon and all appurtenant rights, privileges, and easements thereto are hereinafter referred to as the "Property."

D. Seller has determined that providing financial assistance to Purchaser and Company through the agreements and transactions provided for in this Contract will facilitate positive long-term development planning and encourage the development of office, high-tech and commercial end-users that will benefit the people of the City of Mason, Ohio by increasing opportunities for employment and strengthening the economic welfare of the City of Mason, Ohio.

E. Purchaser has the financial capability to purchase the Property from Seller in order to induce the City of Mason, Ohio to partner with Purchaser and the Company in the Sale and Purchase of Real Estate and in an Economic Development Agreement for the Property.

F. The Company is currently evaluating suitable developers and builders to construct the Project. Once the Company selects the proposed developer/builder for the Project, and obtains approval from the Seller as provided in Section 11(A)(iii), the Company will assign and transfer its rights and obligations under this Contract to purchase the Property to the Purchaser's assignee identified and approved by both the Company and the Seller. Upon closing on the purchase and upon conveyance of the Property under this Contract, the Company will then be entering into a 15-year lease agreement (plus renewal options), with the Purchaser's assignee to lease the Property and Project once construction of the Company's corporate headquarters on the Property is completed. The Company shall be solely obligated under the terms of the Economic Participation Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged by the parties, Seller and Purchaser hereby agree as follows:

1. **Real Estate.** Purchaser shall purchase from Seller the currently unimproved real estate being located at OakPark SW containing approximately +/- 10.5 acres of land, as further described in Section 4 below, on Innovation Way located on the southern portion of the 16.05 acre site; located in the City of Mason, Warren County, Ohio and as described in Exhibit "D," attached hereto, known on the Warren County, Ohio with all appurtenant rights, privileges and easements ("Property").

2. **Seller's Certifications.** Seller certifies the following facts regarding the Property.

A. Seller is the sole owner of the entire undivided fee simple interest in the Property.

B. The Property is free from any City, County, State or Federal orders affecting the Property.

C. Subject to the terms and conditions of Section 13, Seller has full power and authority to execute, deliver and carry out the terms and provisions of this Contract and has taken all necessary action to authorize the execution, delivery and performance of this Contract. The individuals executing this Contract on behalf of Seller have the authority to bind Seller to the terms and conditions of this Contract. This Contract and all documents required hereby to be executed by Seller, when so executed, shall be legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms. The execution and delivery of, and consummation of the transactions contemplated by, this Contract is not prohibited by, and will not conflict with, constitute grounds for termination for, or result in the breach of any agreement or instrument to which Seller is now a party or otherwise subject. Seller is deemed to have made the certifications contained in this Section 2 again as of the time and date of the Closing, except that Seller shall not be in default hereof if any representation or warranty contained herein cannot be made at the Closing because of the acts or fault of Purchaser.

3. **Purchaser's Certification.** Purchaser hereby certifies to Seller that each of the following statements is true and correct as of the date of this Contract and shall be true and correct on each Closing Date:

A. Purchaser has the full power, and authority to enter into this Agreement, to purchase the Property from Sellers as provided in this Agreement, and to carry out Purchaser's obligations hereunder.

B. All requisite action necessary to authorize Purchaser to enter into and perform this Agreement in accordance with its terms and to carry out Purchaser's obligations has been obtained.

C. This Contract has been duly authorized, executed and delivered by Purchaser and is enforceable against Purchaser in accordance with its terms.

D. Purchaser or Purchaser's assignee has the financial capability to purchase the Property and to pay the Purchase Price in immediately available funds. During the Initial Inspection Period, as set forth in Section 6, Purchaser (or Purchaser's assignee) must demonstrate financial capability and allow Seller, at Seller's option, to undertake, and/or to engage a third party to perform, a confidential financial review of the purchasing entity, to ensure Purchaser has the financial capability (through equity and financing resources in the form of commercial financing), in Seller's reasonable discretion, to purchase the Property and construct the proposed Project, as outlined in Exhibit "E," on the Property. Once Purchaser identifies its assignee, and provides Seller with the required financial documentation for review, Seller shall have 15 days after Purchaser's assignee is identified to provide written confirmation to Purchaser that the proposed developer/builder that the Company plans to retain to construct the Project, and upon completion, to lease the Project to Company, is an approved assignee of the Company to be the Purchaser of the Property under this Contract.

E. Neither the execution and delivery of this Agreement nor the performance hereof will (i) be in violation of Purchaser's organizational documents including its bylaws, Articles of Organization and its operating agreement, (ii) conflict with any law, decree, judgment, regulation or decree of any court or governmental agency, or (iii) conflict with any agreement or instrument to which Purchaser is a party or by which Purchaser or the Property is or may be bound.

F. Purchaser is deemed to have made the certifications contained in this Section 3 again as of the time and date of the Closing, except that Purchaser shall not be in default hereof if any certification contained herein cannot be made at the Closing because of the acts or fault of Seller.

G. Purchaser shall deliver a new corporate headquarters generally consistent with design character, building materials and construction quality as outlined in the KZF criteria drawings dated 12/31/13 and attached herein as Exhibit "E". Purchaser acknowledges that any significant change(s) from the criteria contained in the documents outlined in Exhibit "E" which results in a material reduction (more than 10,000 square feet) in the size of the proposed HQ Facility, will be cause for redefinition of incentive package.

4. **Purchase Price and Terms.** The Purchase Price for all of the Property will be based on a price of \$80,000 per acre for the +/- 8 acres north of the electric easement for a total purchase price of \$640,000, and \$0 per acre for the +/- 2.5 acres underneath and south of the electric easement, subject to final determination of acreage, that will be mutually agreed upon by Seller and Purchaser, for the Property based on final survey and approved subdivision/cut-up plat materially consistent with the Site Plan set forth on Exhibit "B" attached hereto. Exhibit "B" provides an approximation of the +/- 8 acre and +/- 2.5 acre areas described, as well as the approximate location of the northern and southern curb cuts, building setbacks and required +/- 0.27 acre parcel for the fifty (50) foot right-of-way ("ROW") from the centerline of Innovation Way. Purchaser or Purchaser's assignee shall donate the ROW to Seller by dedication plat to be executed as provided in Section 11 below. Upon execution of this Contract, Purchaser shall deposit into escrow \$25,000 ("Initial Deposit") into a non-interest bearing account with Riverbend Commercial Title Agency LP, as escrow agent ("Escrow Agent"), subject to the terms and provisions of the Escrow Agreement attached as Exhibit "F". The Purchase Price and Closing are predicated upon the receipt of economic incentives and development inducements attached as Exhibit "A". The balance of the purchase price will be payable by Purchaser to Seller by wire transfer at Closing.

5. **Due Diligence Information.** Seller has provided and Purchaser acknowledges receipt of the following due diligence information: A copy of the most recent ALTA survey, title examination (Purchaser acknowledges that Seller's title examination is an update of and based upon a prior Owner's Policy of Title Insurance provided by Escrow Agent), environmental and geotechnical reports, zoning requirements, utility bills and property tax statements pertaining to the Property in the possession of Seller, if any; and any existing or any anticipated Covenants, Conditions, and/or Restrictions imposed upon Purchaser in the ownership of the Property.

Purchaser shall have a period of up to ninety (90) days after the Effective Date to:

A. Obtain, and Seller shall cooperate with Purchaser to work with Escrow Agent, to obtain a current commitment for title insurance issued with respect to the Property in the amount of the Purchase Price (the "Title Commitment").

B. Order an ALTA Survey of the Property to Purchaser's satisfaction and a metes and bounds legal description for the cut up of the Property to the parties' satisfaction.

C. Review the anticipated Covenants, Conditions, and/or Restrictions, if any, for the Project, that shall be imposed upon Purchaser and all other property owners in Oak Park, in Purchaser's contemplated future vertical development of the Property.

The Covenants, Conditions, and/or Restrictions, referenced in Section 5.C above shall be executed and recorded by Seller before Closing.

Seller will be responsible for preparation of and the expense for any subdivision and/or lot split surveys and approvals by the date of Closing, for the Property to be a separate tax and legal parcel having direct frontage and curb cuts to Innovation Way based on the site plan for the Property and proposed project approval by both parties during the Inspection Period.

6. **Inspection Period.** During the term of the Contract, Purchaser and its representatives shall be entitled to enter on to the Property and to conduct such inspections thereon as Purchaser may deem appropriate in order to determine the suitability of the Property for the Project in Purchaser's sole discretion. Purchaser will keep the Property free and clear of any mechanic's or materialmen's liens, shall pay all expenses incurred, shall restore any damage to the Property caused by Purchaser or its agents. Purchaser shall have a period of up to ninety (90) days after the Effective Date ("Initial Inspection Period") in which to determine whether Purchaser desires to proceed with the purchase of the Property. Purchaser may, in Purchaser's sole discretion, terminate the Contract and obtain a refund of the Initial Deposit and by written notice to Seller on or prior to the date of expiration of the Inspection Period with no further liability to Seller. Should additional time be required for due diligence and inspection of the Property, Purchaser shall have the right to extend the Initial Inspection Period by an additional sixty (60) days (the "Extended Inspection Period") by depositing into escrow an additional \$25,000.00 ("Additional Deposit") into the non-interest bearing account (the Initial Deposit and Additional Deposit for a total \$50,000.00 are collectively referred to as the "Deposit"). Purchaser may, in Purchaser's sole discretion, terminate the Contract and obtain a refund of the Deposit by written notice to Seller on or prior to the date of expiration of the Initial Inspection Period, or Extended Inspection Period, as applicable, with no further liability to Seller.

7. **Closing ("Closing")** shall be on or before fifteen (15) days following expiration of the Initial Inspection Period or Extended Inspection Period, as applicable.

A. Marketable title to the Property will be conveyed to Purchaser by special or limited warranty deed at closing, subject to easements and restrictions of record as of the Effective Date or otherwise approved by Purchaser, and any easements that existed prior to Seller's ownership of the Property and merged due to Seller's acquisition of the Property, as reflected in the Title Commitment, and as confirmed by Seller, which shall be required as the result of the new division of ownership between Seller as the owner of the Property and Seller as the beneficiary of the easements. At Closing, Purchaser shall execute any and all easements necessary to Seller for the Property. Seller and Purchaser will also execute any other appropriate documents at Closing. Title shall be conveyed subject to no monetary liens except for the lien for non-delinquent real property taxes or improvement district liens, but otherwise subject to all matters of record as specified above.

B. The costs incurred in connection with the transaction contemplated by the Contract shall be allocated between Seller and Purchaser as follows:

<u>Requirement</u>	<u>Responsibility</u>
Survey-ALTA and Cut Up/Boundary	Purchaser
Title Search	Purchaser
Title Insurance Commitment/Policy	Purchaser
Grantor's Tax	Seller
Grantee's Tax	Purchaser
Brokerage Commissions	N/A
Inspection Costs	Purchaser

Attorneys' Fees	Each Party Pays Own
Environmental	Purchaser
Recordation	Purchaser
Financial review	Seller

C. The Deposit shall be credited against the Purchase Price at the Closing. Real property taxes and any other matters to be prorated will be prorated as of date of Closing. Seller will pay all expenses and taxes applicable to the period prior to Closing; no CAUV Tax is applicable. Purchaser will pay all expenses and taxes applicable to the period on or following Closing.

NOTE: Property taxes and assessments are subject to change. Purchaser and Seller agree that the taxes and any assessments shall be based on the latest tax information available through the Warren County, Ohio Auditor and Treasurer's records. Purchaser and Seller acknowledge that property taxes and assessments may not be pro-ratable at Closing as they will be based upon a large tract or parcel from which the subject Property has been cut-out. Seller shall continue to pay the property taxes and assessments on the large tract until such time as they are assessed on the subject Property, at which time, Seller and Purchaser shall handle any proration of the property taxes and assessments, as appropriate.

8. **Site Improvements.** The Purchase Price shall include, the following improvements to the Property which will be provided by or on behalf of Seller:

A. **Offsite Detention Basin.**

(i) Sufficient land (approximately one (1) acre, as approved by the parties) for a temporary storm water retention/detention basin at an offsite location, with an associated easement granted by the City of Mason, Ohio to Purchaser, in a capacity to provide for the necessary storm water detention associated with the Project and any surrounding area that will drain into the retention/detention basin. Exhibit "B" shows the approximate location of the temporary storm water retention/detention basin that will be the subject of the easement granted by the City of Mason, Ohio. The design, construction and maintenance of the temporary storm water retention/detention basin shall be Purchaser's obligation, shall conform to standards required by the City of Mason, Ohio and shall be the financial responsibility of the Purchaser.

(ii) A larger, permanent master detention basin may be created in the future by Seller which would accommodate Purchaser's initial building project and future development within the business park. Purchaser shall be required to cover its portion of future costs associated with the permanent maintenance of a master basin through an association, with the prorata shares of such maintenance responsibilities to be allocated based on the land area of each parcel draining into the permanent drainage/detention facility, and with such drainage rights and all allocation of maintenance responsibilities to be documented in a recorded easement agreement or other document approved by Seller and Purchaser. In view of Purchaser paying for the cost of constructing the temporary facility as outlined above, it is understood and agreed that Seller shall be responsible for the cost to construct and permit the permanent drainage/detention facility if and when Seller elects to construct the same, together with the necessary headwalls and



storm water connections to the permanent facility from the Property, based on plans and specifications mutually approved by Seller and Purchaser.

(iii) In the event that Seller acquires rights to the land needed to construct the permanent offsite drainage/detention facility prior to Purchaser's construction of the temporary storm water drainage/detention facility, then Purchaser or Purchaser's assignee shall, with Seller's approval, pay to Seller the comparable fee in lieu of the construction of the temporary storm water drainage/detention facility. If Seller is able to construct the permanent facility, as outlined above, in lieu of Purchaser or Purchaser's assignee's construction of the temporary facility, then Seller, through its City Engineer, shall coordinate the construction with, and payment from Purchaser or Purchaser's assignee, so that Purchaser's Project is not delayed. Purchaser's credit would be calculated as the amount bid by Purchaser's contractor to construct the temporary facility and headwall, less any of such amount incurred by Purchaser prior to the date Seller notifies Purchaser that Seller has secured the land and will be completing the permanent facility in time to accept the storm and surface water drainage from Purchaser's Project.

B. Vacation of the temporary easement in the anticipated event of the relocation of the storm water retention/detention basin. Purchaser or Purchaser's assignee shall execute the termination of the temporary easement vacating this easement, upon completion of the construction of the permanent storm water retention/detention basin and execution of the permanent easement.

C. Northern curb cut and driveway that will be shared with adjacent property owner to the north of the Property. This northern curb cut and driveway may be used for both vehicular and truck/delivery traffic. Seller shall construct the driveway between the existing curb and existing right-of-way line, and Purchaser or Purchaser's assignee shall construct the driveway from the existing right-of-way line through the balance of the Property. Purchaser and Purchaser's assignee shall cooperate in the maintenance of the shared driveway with any future adjacent property owner to the north of the Property and together they will execute a joint maintenance agreement.

D. All improvements for the street and right of way. Purchaser and Purchaser's assignee shall within a reasonable time, upon presentation by Seller, cooperate in the execution of all documents required for any dedication of the public right of way for Innovation Way.

E. All traffic studies and public roadway improvements required.

F. All acceleration and deceleration lanes if required for the northern curb cut and driveway.

G. All boulevard and island changes, if required, for the northern curb cut.

NOTE: The timing for the completion of the items listed in Section 8, D, E, F, and G shall be determined by Seller. Seller anticipates the schedule for the widening of Innovation Way to be approximately between the years 2018 and 2020. Seller, through its City Engineer, shall

coordinate and schedule boulevard changes and removal of the island, if required for the northern curb cut and to allow full movement, to accommodate the timing of the construction Project by Purchaser or Purchaser's assignee. Items 8 E & F will also be timed for the widening of Innovation Way, or completion of the Purchaser's Project, as required.

The obligations of Seller and Purchaser under and pursuant to this Section 8 shall survive the Closing. Seller and Purchaser shall reach agreement on the proposed schedule for the improvements to be completed by Seller as outlined in this Section 8 during the Inspection Period.

9. **Default.** In the event of a default by Purchaser under the Contract, Seller will be entitled, to terminate the Contract and retain the Deposit, as liquidated damages. In the event of a default by Seller under the Contract, Purchaser shall be entitled, as Purchaser's sole and exclusive remedies, to declare the Contract terminated and obtain the return of the Deposit, as liquidated damages, or to request a court in Warren County, Ohio to specifically enforce the obligations of Seller under this Contract.

10. **Claw Back Options.** It is expressly understood by the parties that the sale and purchase of the Property is based upon job creation within a targeted industry sector that Seller, the City of Mason, Ohio seeks to attract to OakPark. The economic incentives as outlined in Exhibit "A", being an integral part of this Contract, and Seller's consideration and approval of this transaction is based on the highest and best use of the property combined with the creation of jobs as represented in the Community Reinvestment Area ("CRA"). Should the proposed commitments of Purchaser/Company not be achieved as outlined in Exhibit "A", Seller shall be entitled to the incentive "claw backs" from the Purchaser, its heirs, successors and assigns. Claw backs include (i) the right to repurchase the Property from the Purchaser for \$576,000.00 (90% of the Purchase Price paid by Purchaser to Seller under this Contract,) if development and construction of the corporate headquarters building does not commence, as evidenced by the completed footers and foundation for the building, within six (6) months of the Closing, or construction is not completed, as evidenced by the issuance of a Certificate of Occupancy, within eighteen (18) months of Closing, except the foregoing dates shall be subject to reasonable extensions for reasonable force majeure delays, and/or (ii) the forfeiture and/or repayment of cash incentives credited or paid directly to the Company considering all circumstances, except no claw backs for market conditions adversely impacting Purchaser's company or industry will be considered for CRA obligations. Seller agrees to reasonably consider and allow extensions of the foregoing dates if Purchaser and the Company provide evidence that they are proceeding with due diligence to commence and/or complete the Project. These obligations of Purchaser shall run with the land and a Memorandum shall be recorded in the Warren County, Ohio records.

The obligations of Purchaser and/or Company under and pursuant to this Section 10 shall survive the Closing.

**11. Conditions to Close.**

A. Conditions Precedent to Obligations of Seller. The obligations of the Seller hereunder are subject to satisfaction, at or prior to the Closing, of each of the following conditions:

(i) The certifications of Purchaser made in Section 3 of this Contract shall be true and complete in all material respects as of the Closing Date as if made on and as of that date.

(ii) All of the terms, covenants and conditions to be complied with and performed by Purchaser on or prior to the Closing Date shall have been complied with or performed in all material respects.

(iii) Seller has received adequate and sufficient information, as required herein, to ensure itself that Purchaser or its assignee has the financial capability to fulfill the terms of the Contract and to construct the proposed Project as outlined in Exhibit "E", on the Property.

(iv) Purchaser and its assignee executes the easements to Seller as required and described in Section 7 above, and Purchaser and its assignee executes the dedication plat for the ROW widening of Innovation Way.

(v) Purchaser shall have paid the purchase price as required herein.

B. Conditions Precedent to Obligations of Purchaser. The obligations of Purchaser hereunder are subject to satisfaction, at or prior to the Closing, of each of the following conditions:

(i) The certifications of Seller made in Section 2 of this Contract shall be true and complete in all material respects as of the date hereof and on and as of the Closing Date as if made on and as of that date.

(ii) All of the terms, covenants and conditions to be complied with and performed by Seller on or prior to the Closing Date shall have been complied with or performed in all material respects.

(iii) Seller shall have delivered to Purchaser each of the documents and other items required to be delivered by Seller as required by Riverbend Commercial Title Agency, LP and pursuant to this Contract.

(iv) Seller shall have delivered title to Purchaser as required by Section 7.A.

**12. Delivery of Notice.** Any notice to be given hereunder shall be hand delivered or given by registered or certified mail (return receipt requested) addressed to the party in question at the addresses appearing in the introductory paragraph of this Contract except as is otherwise expressly provided herein. The effective date of any such notice shall be the date on which such

notice is delivered (in the case of hand delivery) or mailed (in the case of use of registered or certified mail) to such addresses or the date of actual receipt in any other case. Any address set forth herein may be changed by notice to the other party hereto.

A copy of any notice to Seller shall also be given to:

Jeffrey D. Forbes, Law Director  
Wood and Lamping  
600 Vine Street, Suite 2500  
Cincinnati, Ohio 45202

A copy of any notice to Purchaser shall also be given to:

Keating Muething & Klekamp PLL  
One East Fourth Street, #1400  
Cincinnati, Ohio 45202  
Attention: Daniel P. Utt, Esq.

13. **Offer to Purchase.** If Purchaser executes this Contract prior to Seller, then this Contract shall constitute and be an Offer to Purchase by the Purchaser that shall remain open to acceptance by Seller, based upon approval by City Council of Seller, on or before April 29,, 2014. Upon Seller's acceptance, execution, and delivery of this Contract, this Contract shall constitute and be a valid Contract to Purchase that is binding upon all parties hereto.

14. **Broker Commissions.** The parties acknowledge that there shall be no brokerage commissions or fees related to Seller's sale of the Property to Purchaser. Purchaser shall pay the brokerage fees of any broker used by Purchaser.

15. **Failure to Perform.** If Purchaser fails to meet any of its obligations under this Contract, at no fault of Seller, Seller, at its option, can exercise any of its rights under this Contract including but not limited to: (a) may elect to enforce the terms hereof by action for specific performance, and/or exercise any other right or remedy available to it at law or in equity, or (b) may terminate this Contract by notice to Purchaser. If Seller fails to meet any of its obligations under this Contract, at no fault of Purchaser, Purchaser, at its option, can exercise any of its rights under this Contract including but not limited to: (a) may elect to enforce the terms hereof by action for specific performance, and/or exercise any other right or remedy available to it at law or in equity, or (b) may terminate this Contract by notice to Seller and to receive the refund of the Deposit, in which case Seller shall have no further obligations under the Contract to Purchaser.

16. **Contingency Clause.** Notwithstanding anything herein or elsewhere to the contrary, it is expressly understood by the parties hereto that the Purchaser's obligation to consummate the Closing and purchase the Property is contingent upon the occurrence of the following events:

A. The full execution and delivery by Seller and Company of the Economic Participation Agreement as set forth in Exhibit "A".

B. Approval by all necessary action of the City Council of Seller and the Mason Port Authority (including approval by resolution and/or ordinance, as applicable) of the incentives offered under Section 5 of the Economic Participation Agreement as set forth in Exhibit "A".

**17. Miscellaneous.**

A. Press Release. Both parties agree not to issue or make any public announcement, whether oral or written, of the sale of the Property without first giving the other party the opportunity to review and comment upon the contents of the notice or other statement.

B. Gender. Words of any gender used in this Contract shall be held and construed to include any other gender, any words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

C. Captions. The captions in this Contract are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part hereof.

D. Construction. No provisions of this Contract shall be construed by any court or other judicial authority against any party hereto by reason of such party's being deemed to have drafted or structured such provisions.

E. Entire Agreement. This Contract, the Economic Participation Agreement, including Exhibits, (as set forth in Exhibit "A"), and Exhibits "B" through "F" constitute the entire contract between the parties hereto and supersede all prior understandings, if any, there being no other oral or written promises, conditions, representations, understandings or terms of any kind as conditions or inducements to the execution hereof and none have been relied upon by either party. Any subsequent conditions, representations, warranties, or agreements shall not be valid and binding upon the parties unless in writing and signed by both parties.

F. Time is of the Essence. Time is of the essence in this transaction.

G. Original Document/Counterparts. This Contract shall be executed by both parties in counterparts, each of which shall be deemed an original, but all of such counterparts taken together shall constitute one and the same Agreement.

H. Governing Law. This Contract shall be construed, and the rights and obligations of Seller and Purchaser hereunder shall be determined, in accordance with the laws of the State of Ohio.

I. Non-Merger. In addition to the specific language of non-merger found in certain sections of this Contract, any provision hereof which by its terms would be performed after the Closing shall survive the Closing and shall not merge in the Closing or in the deed, except as specifically provided to the contrary herein.

J. Assignment. Company, as the current Purchaser under his Agreement, shall have the right to assign all of Purchaser's rights and obligations under this Contract to the

developer/builder selected by Company to develop, construct and lease the Property and Project to the Company, provided Seller approves of the proposed assignee based on the requirements set forth in Section 11(A)(iii), with Seller's approval not to be unreasonably withheld or delayed.

18. **Ohio Law.** This Contract shall be governed by the laws of the State of Ohio.

19. **Construction of Contract.** No provisions of this Contract shall be construed by any court or other judicial authority against any party by reason of that party being deemed to have drafted or structured the provisions.

20. **Severability.** In the event that any provision or clause in this Contract shall be ruled invalid and severed by a court of competent jurisdiction, such severability shall not affect other provisions of this Contract and they shall remain in full force and effect. This provision shall survive the Closing or any termination hereof.

The parties have executed this Contract through the authorized representatives as of the respective dates set forth below.

SELLER:

City of Mason, Ohio

April 29, 2014  
Date

By: 

Eric Hansen, City Manager

PURCHASER:

AtriCure, Inc., a Delaware corporation

April 29, 2014  
Date

By: M. Andrew Wade

Name: M. Andrew Wade

Title: VP: CFO

APPROVED AS TO FORM:

  
Jeffrey D. Forbes, Law Director

**ACKNOWLEDGMENT OF RECEIPT OF EARNEST MONEY**

The undersigned acknowledges receipt of \$25,000.00 earnest money deposit from  
TAE Purchaser.

RIVERBEND COMMERCIAL TITLE AGENCY  
LIMITED PARTNERSHIP

BY: RIVERBEND COMMERCIAL TITLE  
AGENCY, INC., General Partner

By:   
Name: Gregory J. Haverkamp, President  
Title: \_\_\_\_\_

Dated: April 29, 2014

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## **EXHIBITS TABLE OF CONTENTS: Contract for Sale and Purchase**

Exhibit A – Economic Participation Agreement

Exhibit B – OakPark Master Plan

Exhibit C – Site Map

Exhibit D – Legal Description of Land

Exhibit E – KZF Initial Building Concept Design

Exhibit F – Escrow Agreement (Earnest Money Deposit)



## EXHIBIT "A"

### ECONOMIC PARTICIPATION AGREEMENT

THIS ECONOMIC PARTICIPATION AGREEMENT (the "Agreement"), effective as of the 29<sup>th</sup> day of April, 2014, by and among the City of Mason, Ohio, an Ohio municipal corporation having an address of 6000 Mason-Montgomery Road, Mason, Ohio 45040 ("Mason"), and AtriCure, a Delaware corporation, having as address of 6217 Centre Park Drive, West Chester, Ohio 45069 (the "Purchaser" and upon the Closing, of the purchase under the Contract for Sale and Purchase between Seller and Purchaser, the "Company"), under the following circumstances:

#### RECITALS:

A. Mason, more particularly described in Exhibit "A," Purchaser, more particularly described in Exhibit "B," and Company, more particularly described in Exhibit "C," all have a mutual interest in the future development of the OakPark District (a 250- acre conceptual development plan with specific focus on attracting high tech, research and development, medical, corporate and innovation companies, comprised of signature corporate headquarters in key industry sectors) specifically targeted in the Mason business attraction strategy for the Mason I-71 Innovation Corridor.

B. The Company's development, more particularly described in Exhibit "D," is expected to facilitate all stages of growth, recognizing the need for scalability, high profile presence, access to highly educated technical workforce, a business park environment focused on the innovation sector that will support the Company's relentless commitment to innovation through new product, development, clinical research and education.

C. The Company's development represents a key part of the overall Mason economic development strategy to recruit investment, job creation and partnerships that uniquely fit the overall acute focus of Mason, to find and partner with the most innovative companies that have defined national and international expertise and will benefit from Mason and Company's mutual commitment to health, wellness, innovation and public private partnerships.

D. Communicating the competitive advantages within target business attraction sectors is critical for Mason to gain economic development momentum within the Cincinnati USA Region and nationally. A commitment to define ways of sharing the innovations of the Company, headquartered in Mason, will secure certain advantages and objectives toward that positioning.

E. Mason has proposed an aggressive financial package coupled with a request for the development of this Participation Agreement to achieve mutual project goals and long-term economic strategic partnership goals.

NOW, THEREFORE, in consideration of the premises and mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged by the parties, Mason, Purchaser and Company hereby agree as follows:

1. The Company and Purchaser will make an investment of approximately \$13M and build an approximately 85,000 square foot global headquarters facility on land to allow for expansion to over 160,000 square feet. The Company will bring 175 initial employees, growing to 200 employees within five years, and an initial payroll of \$10 million.

2. The Company and Mason will establish a Mason BioHealth Recruitment Partnership and further define the Company's contributions as specified in this Agreement, to help grow the BioHealth Cluster in the City of Mason, Ohio and specifically the OakPark District.

3. Based on the Company and Purchaser's commitments in Sections 1 and 2, Mason will offer an incentive package valuing over \$2 million in direct incentives benefiting the project and over \$2 million in indirect infrastructure improvements, site savings, and workforce and wellness benefits to the Company.

4. The Company, Purchaser and Mason will provide any and all further approvals reasonably necessary for the purpose of carrying through commitments defined herein.

5. MASON'S CONTRIBUTION is outlined below:

A. Community Reinvestment Area (CRA) Tax. Mason will offer 100% abatement on real property taxes for 10-years under the CRA Program. The program is subject to a payment-in-lieu of taxes to the school district, of which an estimate is calculated into the value of the incentive herein. Mason has negotiated a reduced payment to the Kings Local School District of 35% of the total annual tax liability, calculated each year. Estimated Value - \$1.55M

B. Mason Customized Tax Incentive Grant. Mason will offer, through the Mason Port Authority, a customized Incentive Grant to the Company, to leverage Purchaser's investment and Company's investment and job creation. The Incentive Grant is contingent upon both Purchaser's investment and Company's job creation commitments as outlined herein. The funds are available for the purpose of construction, modification, furnishing and equipping of the facility that will create and preserve jobs and employment opportunities. Terms of disbursement, reporting and compliance are outlined in a separate agreement between the Company and the Mason Port Authority and to be authorized by approval of the Mason City Council and Mason Port Authority Board. Value - \$340,000.

C. Workforce Attraction and Wellness Incentive. Mason will develop a wellness and workforce recruitment customized package for the Company that incorporates the Mason Community Center Memberships, wellness programming, and other corporate and community amenities used for employee recruitment and retention in conjunction with the needs of the Company.

(i) Mason Community Center Incentive. Mason will provide Basic Family Memberships to the Mason Community Center (individual value \$1,084) for all Company employees, with eligibility beginning at Commencement Date of the anticipated lease between Purchaser and Company ("Lease"), continuing during the first eight years of the Lease and renewable by mutual consent thereafter. Company shall contribute a negotiated amount to upgrade basic membership, to premier membership (individual upgrade value of

\$396), to be made available to eligible employees. Mason and Company shall have the option to renegotiate and renew this Incentive at the end of the Original five-year term. The Mason Community Center Incentive shall be further outlined and calculated upon meeting, evaluation of need and negotiation with the Company. Estimated Value - \$1M.

(ii) Business Development Golf Access Incentive. Mason will provide a negotiated number of rounds of golf at the Golf Center at Kings Island to provide Company the resources that help to attract and to retain talent for AtriCure, so long as Mason owns this Golf Center, for businesses development, workforce recruitment and retention purposes.

(iii) Wellness Programming Partnership. The City of Mason provides a strong environment of wellness and corporate health through its strong partnerships with TriHealth and Bethesda, Inc., as well as other community providers. These relationships afford corporate partners the opportunity to gain access to wellness and patient education programming around things like stress reduction, weight management, healthy eating, etc., and, if desired, convenient, high quality employee health programming ranging from employee assistance to physical therapy to pain management. Such programs shall be made available to Company and its employees at rates and terms agreed upon by Mason and Company.

D. Infrastructure and Development Assistance. As specified in the Purchase Agreement, Mason will offer infrastructure assistance targeted to enhance the cost competitiveness of the Project site and allow Purchaser and Company to maximize the ratio of building and jobs on the Project site. Mason agrees to provide Innovation Way roadway improvements, shared curb cuts and land for offsite detention.

E. Innovation Way Business Park Site Advantage. As specified in the Purchase Agreement, Mason has and will continue to make significant reinvestment into infrastructure within the City of Mason, Ohio. The area directly surrounding the Project site has been the focus of approximately \$1.5 million upgrades since 2008. In collaboration with Warren County, Ohio and the Warren County Transportation Improvement District (WCTID), Mason will continue with near term planned upgrades in excess of \$9 million to maximize the flow of the I-71 corridor business district. Additional advantages including the full movement interchange ramp at I-71, Western Row and Innovation Way are in the planning stages, representing well over \$30 million in improvements and are expected to have significant impact on the increasing high profile nature of this location.

6. COMPANY'S CONTRIBUTION is outlined below:

A. Company and Mason leadership shall meet, within six (6) months of the execution of this Agreement between the Purchaser and the Company, to discuss, define in more detail and approve any mutually agreed upon action steps, to be incorporated herein, toward the establishment of the BioHealth Recruitment Partnership to further Mason's objective to grow the BioHealth Cluster, attract high tech, research and development and medical device related industry sectors to Mason and specifically the OakPark District. Draft representations are set forth in items (i) through (vi) below (will require some discussion between Mason and the

Company). The terms for satisfactory compliance with these provisions shall be discussed and formally approved by Mason and the Company.

(i) Identify collaboration with the Company and/or other recommended complementary medical device or like-industry companies to increase exposure and opportunities to create critical mass of bio investment within the City of Mason.

(ii) Collaborate on branding and reputation, and marketing opportunities to promote Mason as an attractive location for bio companies, including exposure of AtriCure's headquarters location in the City of Mason's Oak Park district via press release (using a Mason, Ohio dateline) and other Company collateral information cited/date stamped as a Mason, Ohio location.

(iii) Identify key milestone celebrations for AtriCure (groundbreaking, grand opening, industry recognition, etc.) where Mason can support and complement celebration activities, including relevant City of Mason and/or State of Ohio recognition and participation, media relations support and industry awareness.

(iv) During the term of the incentive, work annually to define Mason's involvement in certain relevant trade show, customer-supply chain, and industry medical innovations domestically and internationally, taking into consideration the Company's objectives and any confidentiality requirements of the Company.

(v) Partner with Mason on opportunities to educate and integrate the Company's commitment to atrial fibrillation awareness and treatment into the Mason Wellness ecosystem through patient education support and partner advocacy.

(vi) The Company shall serve in advisory capacity as it relates to primary industry segment of the Company, when appropriate.

B. Company will make an annual contribution of \$10,000.00 to the Mason Community Improvement Corporation ("CIC") for the first eight (8) years and negotiable by the parties thereafter, for the purpose of fostering branding and recruitment activity.

C. Company and Mason will work in good faith to establish and meet the goals of such partnership, and any additional financial contributions or commitment not specifically set forth in this Agreement must be approved in the discretion of the party who is requested to make the financial contribution or commitment.

7. The Purchaser, Company, and Mason mutually commit to partner toward the end goal of constructing attractive developments, signature buildings, landscaping and roadways, that are consistent with Mason's master planning goals for the OakPark District, by contributing the below:

#### **PURCHASER AND COMPANY CONTRIBUTIONS**

A. Planning & Design Vocabulary Criteria. Since the Property (as defined in the Contract for Sale and Purchase), is located at a key "gateway" that will set the design theme,

brand and image at the main entrance to Mason's newest high end business park, the site planning and architectural vocabulary of the Purchaser's and Company's Project must convey a high tech design vocabulary that will set the tone for future development and protect adjacent property owner's investment. Similar design standards will be adhered to by Mason for the development of property adjacent to the Project. The Purchaser, and Company agree to implement the concept goals of the OakPark Master Plan and deliver a signature building that helps project the desired image, taking into account the Company's proprietary and strategic goals and considerations.

B. Signature Corporate Headquarters. Purchaser agrees to construct a new approximately 85,000 square-foot office and light manufacturing building consistent with the site configuration, design vocabulary and character, building materials and construction quality as outlined in the AtriCure Initial Design Concept Package dated 12/31/13 prepared by KZF Design. An overview of the corporate headquarters described in this Initial Design Concept Package is attached herein as Exhibit "D." Significant change from the overview outlined in Exhibit "D" that materially reduces the size of the Facility (10,000 or more square feet) may be cause for redefinition of incentive package.

8. Claw Back Options. It is expressly understood by the parties that the incentives provided by Mason are to further the public purpose for job creation within a targeted industry sector that Mason seeks to attract to OakPark. The economic incentives outlined herein are based on the highest and best use of the property combined with the creation of jobs as represented in the Community Reinvestment Area ("CRA"). Should the proposed commitments of Purchaser/Company, not be achieved as outlined, Mason shall be entitled to the incentive "claw backs" from Purchaser/Company, its heirs, successors and assigns. Claw backs include (i) the right to repurchase the Property from Purchaser/Company for \$576,000.00 (90% of the Purchase Price paid by Purchaser/Company to Mason under the Contract for Sale and Purchase), if development and construction of the corporate headquarters building does not commence, as evidenced by the completed footers and foundation for the building, within six (6) months of the Closing, or construction is not completed, as evidenced by the issuance of a Certificate of Occupancy, within eighteen (18) months of Closing, except the foregoing dates shall be subject to reasonable extensions for reasonable force majeure delays, and/or (ii) the forfeiture and/or repayment of cash incentives credited or paid directly to the Company considering all circumstances, except no claw backs for market conditions adversely impacting Purchaser/Company's company or industry will be considered for CRA obligations. Mason agrees to reasonably consider and allow extensions of the foregoing dates if Purchaser/Company provides evidence that it is proceeding with due diligence to commence and/or complete the Project.

9. Notices. Any notice or consent required or permitted to be given by or on behalf of either party to the other shall be given by mailing such notice or consent by United States certified or registered mail, postage prepaid and return receipt requested, or via a reputable express overnight mail service which provides proof of delivery addressed to the parties as set forth below or at such other address as may be specified from time to time in writing delivered to the other party. Notices shall be effective upon receipt or refusal, as the case may be.

If to the Purchaser/  
Company:

AtriCure, Inc.  
6217 Centre Park Drive  
West Chester, Ohio 45069

with a copy to:

Keating Muething & Klekamp PLL  
One East Fourth Street, #1400  
Cincinnati, Ohio 45202  
Attention: Daniel P. Utt, Esq.

If to Mason:

City of Mason  
6000 Mason-Montgomery Road  
Mason, Ohio 45040  
Attn: Mr. Eric Hansen

10. Miscellaneous.

A. Conflict of Interest; Representatives of Mason Not Individually Liable. No official or employee of Mason shall have any personal interest, direct or indirect, in this Agreement, nor shall any such official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. No official or employee of Mason shall be personally liable to the Purchaser, or any successor in interest, in the event of any default or breach by Mason or for any amount or amounts which may become due to the Purchaser or any successor to the Purchaser or on any obligations under the terms and conditions of this Agreement.

B. Non-Merger by Operation of Deed. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to the real property comprising the Development Site/Property as defined in the Contract for Purchase and Sale, and any such deed shall not be deemed to affect or impair the terms and conditions of this Agreement.

C. Severability. In the event that any portions, sections or subsections of this Agreement are rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Agreement will be deemed to have never been included therein and the balance of the Agreement shall continue in full force and effect.

D. Duration. The term of this Agreement shall commence on the date set forth above and shall remain in effect and as a continuing obligation of the Parties, for a term co-terminus with the CRA Tax Abatement and Mason Port Authority Incentive Agreement, but not exceeding a term of 20 years, unless otherwise agreed to and extended by the Parties. This Agreement shall terminate in the event that the Company or Company's designee does not close on the Contract for Sale and Purchase, in accordance with the terms thereof.

E. Waiver. No consent or waiver, expressed or implied, by either party to or of any breach of any covenant, condition, or duty of the other party shall be construed as a

consent or waiver to or of any other breach of the same or any other covenant, condition or duty to be observed by the other party.

F. Authority. Each party to this Agreement hereby represents and warrants that it is executing this Agreement with the full and proper authority and that the parties whose names appear hereon are duly authorized and empowered to make and execute this Agreement.

G. Assignment. This Agreement shall be binding on the parties hereto and their respective successors and assigns. In the event the Purchaser assigns this Agreement, written notice of such assignment shall be provided to Mason at least fifteen (15) business days in advance of such assignment. Any such assignment may only be made to a person or entity financially capable of completing the development plan described herein and shall expressly provide that the assignee shall comply with all the terms and requirements of this Agreement.

H. Merger and Amendment. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the Development Site, and the development plan to be completed thereon, and contains all of the covenants, agreements, and other terms and conditions between the parties hereto with respect to the same. No waivers, alterations or modifications of this Agreement or any agreements in connection therewith shall be valid unless in writing and duly executed by all parties hereto. Any substantial waivers, alterations, or modifications of this Agreement will require the adoption of legislation by the Council of the City of Mason, Ohio which it exercises in its sole discretion and legislative prerogative.

I. Governing Law. This Agreement shall be governed by the laws of the State of Ohio.

J. Language. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against either Mason or the Purchaser or the Company. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way defining, limiting or amplifying the provisions hereof. The parties agree that in the event any term, covenant, or condition herein contained is held to be invalid or void by any court of competent jurisdiction, the invalidity of such term, covenant, or condition shall in no way affect any other term, covenant, or condition herein contained. Terms used in this Agreement in capitalized form and not otherwise defined herein shall have the meanings given to such terms in the Contract for Sale and Purchase.

The Purchaser and Company have caused this Agreement to be duly executed by AtriCure, Inc. its CFO, on the 29<sup>th</sup> day of April, 2014; and Mason has caused this Agreement to be duly executed by Eric Hansen, its City Manager, on the 29<sup>th</sup> day of April, 2014, as authorized by Ordinance No. 2014-29.

CITY OF MASON, OHIO

By: 

Name: Eric Hansen

Title: City Manager

AtriCure, Inc., a Delaware corporation  
Purchaser

By: 

Name: M. Andrew Wade

Title: VP : CFO

STATE OF OHIO )

) SS:

COUNTY OF WARREN )

The foregoing instrument was acknowledged before me this 29<sup>TH</sup> day of APRIL, 2014, by M. ANDREW WADE, of AtriCure, Inc., a Delaware corporation, on behalf of the corporation.

  
Notary Public

**JOAN BERNARD**  
Notary Public, State of Ohio  
My Commission Expires May 7, 2015

STATE OF OHIO )

) SS:

COUNTY OF WARREN )

The foregoing instrument was acknowledged before me this 29<sup>TH</sup> day of APRIL, 2014, by Eric Hansen, City Manager of the City of Mason, Ohio, an Ohio municipal corporation, on behalf of the municipal corporation.

  
Notary Public

**JOAN BERNARD**  
Notary Public, State of Ohio  
My Commission Expires May 7, 2015

APPROVED AS TO FORM FOR MASON BY:

  
Jeffrey D. Forbes, Law Director

1661312.1



## **EXHIBITS TABLE OF CONTENTS: Economic Participation Agreement**

Exhibit A – City Description

Exhibit B – Purchaser Description

Exhibit C – Company Description

Exhibit D – Company's Development

**Exhibit A**  
**(City Description)**

**About the City of Mason**

Mason, Ohio, is the largest municipality in Warren County, Ohio, and part of the CincinnatiUSA Region. With more than 100 corporate, high-tech and industrial businesses located in the city limits, Mason has grown to become a magnet for cutting edge industries ranging from bioscience and digital IT to global publicly-held corporations. Cintas, Procter & Gamble, Luxottica Retail, Mitsubishi, Assurex Health, and FANUC Robotics America, are just a few of the companies that call Mason home. The top 10 largest employers generate more than \$5.3 billion annually in earnings revenue that is reinvested into the community. More information is available at [www.imaginemason.org/business](http://www.imaginemason.org/business).

**Exhibit B**  
**(Purchaser Description)**

Atricure, Inc is the Purchaser. See Exhibit C (Company Description). If contract is assigned, insert description of assignee.

**Exhibit C**  
**(Company Description)**

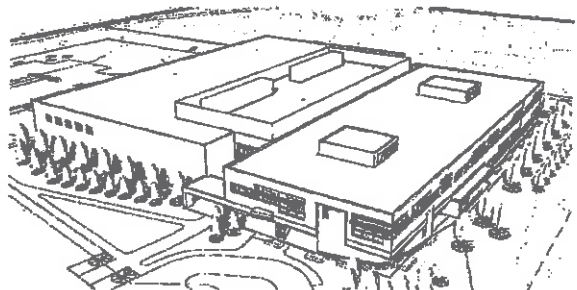
**About AtriCure, Inc.**

AtriCure, Inc. is a leading atrial fibrillation solutions partner, providing innovative products, professional education and support for clinical science to reduce the economic and social burden of atrial fibrillation. Their research and rigorous atrial fibrillation clinical trials have led to innovations in ablation technology, including bi-polar and cryoablation, to treat atrial fibrillation with lasting solutions. Their Synergy Ablation System is the first and only device approved by the Food and Drug Administration for the surgical treatment of atrial fibrillation in patients undergoing open heart procedures simultaneously. In addition, they pioneered the AtriClip®, a left atrial appendage occlusion, device that is the most widely implanted for left atrial appendage management worldwide. It is their passion to collaborate with surgeons to make surgeries like the Maze IV simpler to perform and reproducible by more doctors around the world. Through continued commitment to product innovation and education grounded in clinical science, they're working to reduce the global atrial fibrillation epidemic.

More at [www.atricure.com](http://www.atricure.com).



Ground - NE



Aerial - NE



Ground - Front Entry



Ground - Side Entry

ArtCure Cincinnati  
Mason, Ohio

PROJECT INFORMATION

ARTCURE CINCINNATI  
200 Broadway Street  
Cincinnati, OH 45202-0001  
www.artcure.org

DESIGN: [Redacted]  
ARCHITECT: [Redacted]  
ENGINEER: [Redacted]  
LANDSCAPE: [Redacted]

GENERAL CONTRACTOR: [Redacted]

PROJECT NO.:  
A-200





View - Lobby



View - Lobby



View - Lounge



View - Board Room



View - Lobby



View - Lobby

ArchCare Cincinnati  
Mason, Ohio

ARCHITECT  
KPM LLP

2000 Bankway Blvd  
Cincinnati, OH 45202  
Tel: 513.963.1000  
Fax: 513.963.1001

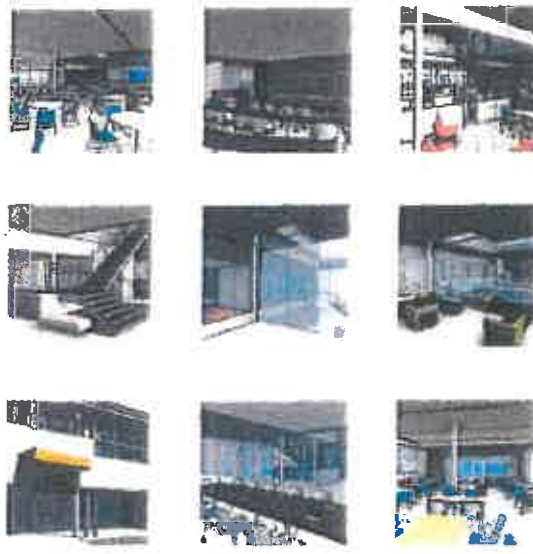
Project: ArchCare  
Date: 01/11/11

Scale: 1/8" = 1'-0"

Project: ArchCare  
Date: 01/11/11

Scale: 1/8" = 1'-0"

CHS-0000 - IN PROGRESS SET - NOT FOR CONSTRUCTION



# AtriCure

## Initial Design Concept Package



12-31-2013

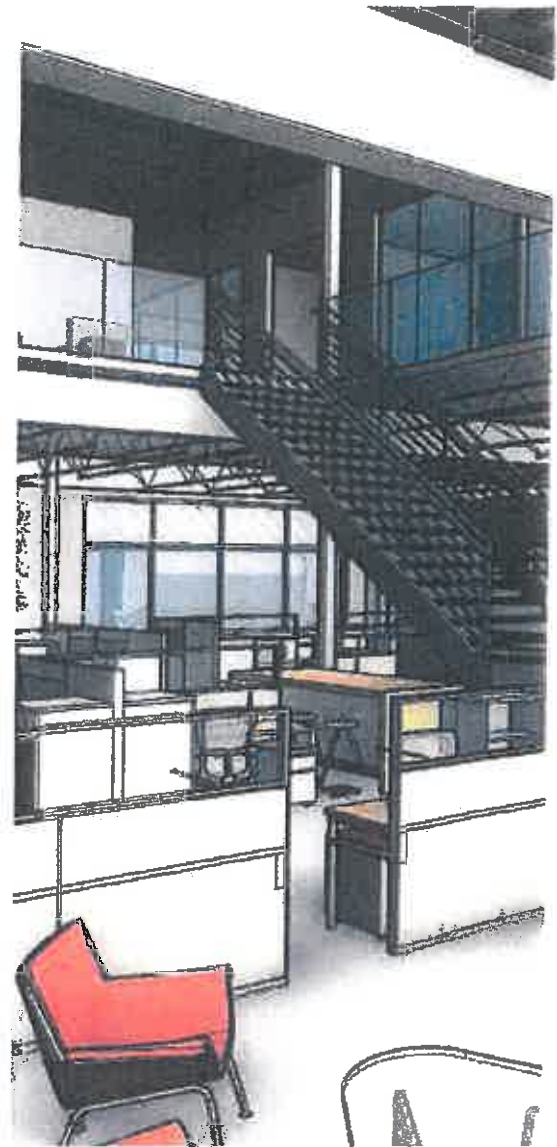


## project overview

AtriCure is seeking a developer to build and lease back a facility to support their office and manufacturing needs. They have hired Cassidy/Turley to locate a viable site for construction of the project and to manage the design/construction team, and they have hired KZF Design to develop the Initial Design Criteria package for the development of the project's core and shell package. KZF Design has also been hired to design the interiors of the facility once the core and shell is committed.

The project is programmed to be on 84,300 SF office and light manufacturing building situated on a 9-acre site in southwestern Ohio. The building includes a two-level office wing and a one-level high-bay manufacturing wing. The building has been designed for flexibility to expand either of these functions in the event that AtriCure grows or that a future tenant has other needs for the facility.

While AtriCure has a limited budget for the facility, there are different levels of quality anticipated for the facility as it relates to internal functions and operational needs. AtriCure has a professional education program to train cardiac surgeons how to use their devices and wants the doctors' experience to reflect their professionalism and communicate AtriCure's commitment to producing a quality product. Therefore the visitor entry has been designed to reflect a higher image and level of quality that is appropriate to the education and marketing function, and this level of quality is reflected both outside and inside the facility. The southwest corner of the building is clad in an insulated aluminum fascia panel system to create a high tech and clean appearance to the building, and the Professional Education conference room is clad in an exterior wood panel system to create warmth at the building entry. The office function is designed to create an interactive environment for the associates in a simplified and more cost effective setting, and this quality level is reflected on the exterior of the building as well. The northern end of the office wing is clad in an exterior insulated finish system to reduce cost while maintaining a clean image from the street. The manufacturing area must appear clean and efficient, but it has been treated as a manufacturing environment with minimal finishes. This portion of the building is clad in tilt-up concrete panels for cost efficiency. It is critical to maintain a balance of finishes and quality in order to meet AtriCure's business goals for the facility.



## site design

The building is situated on a 9 acre site at the northeast corner for visibility and future growth. This portion of the site should be closest to the primary vehicle access point and will have the highest visibility. This position allows us to expand the facility in the future to either the west or south, and it keeps the building as far away from the power lines as possible.

### Grading:

A concept grading plan has been included in the package to demonstrate how we propose modifying the site. The site slopes from the southwest to the northeast corners. Earth will be redistributed on the site in an effort to eliminate the need to truck soil on or off the site. However, until the final site is selected and actual elevations can be obtained for the site, cut and fill balancing cannot be confirmed.

### Stormwater:

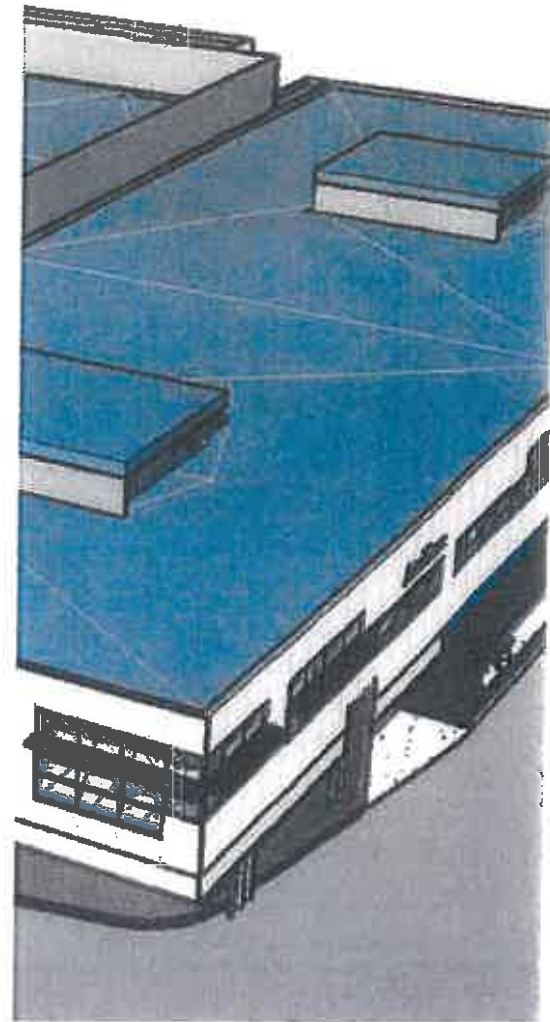
The design assumes the community will provide a community retention pond on an adjacent property. Stormwater will be collected on site and piped across an easement on the adjacent property to the north to the retention pond. The primary stormwater line should run along the east edge of the site as close to the property line as permitted. A water quality structure will be provided at the north edge of the site to filter stormwater leaving the property.

### Setbacks:

The building is set back 75' from the frontyard property line and 50' from the sideyard property line. Code minimums are 50' and 15' respectively. AtriCure desires that the building be positioned for maximum visibility.

### Truck access:

All truck traffic to the building will enter off of the street at the northern edge of the property to access the truck docks on the west side of the building. The dedicated road will keep truck traffic isolated from pedestrian and automotive traffic for safety, and it will serve as a fire department access road to protect the building.



**Visitor and employee access:**

The primary site access will be located to the south of the building. A dedicated visitor parking lot is located in front of the visitor entry to the building, and the employee parking lots wrap around the south and west sides of the building providing ease of access for all employees. Concrete walkways are shown connecting the southern-most parking lot to the entry area, and the concrete pavement will cross the roadway. This walkway and the entry areas will be stamped and tinted concrete to create a texture to welcome visitors and define the primary pedestrian paths.

**Parking:**

The parking lot is designed to meet parking requirements for the company growth that is projected in the building program. The parking plan currently shows area for 296 parking spaces which exceeds zoning code minimums but matches employ projection counts.

**Landscaping:**

The landscape strategy for the project should be consistent with the quality and image approach for the building with the focus of the landscape design around the visitor entry and diminishing in quantity in the office and manufacturing areas. The landscaping plan must meet the community's requirements per the Zoning Code including landscape islands incorporated in the parking areas. A concept landscaping plan has been developed by KZF Design and included in the package for the purpose of pricing only. A landscape architect should be hired by the core and shell architect to develop a final landscape design concept.

**Site lighting:**

The site lighting requirements are based on visitor and associate safety. All parking lots should meet the zoning requirements for site lighting using a maximum of 30 foot high poles with metal halide lighting. Site lighting should be designed to minimize spill of light off the site or into the building. Accent lighting should be provided at the visitor entry to the building to showcase the building design and create the proper ambiance for after-hours access to the facility. All building entries should be well lighted including the truck dock area.

**Site signage:**

Directional signage should be provided for the site identifying the truck entry, visitor entry, visitor parking area, and employee parking area. All handicap accessible parking should be identified per code. The AtriCure sign identified on the building model and elevations should be internally illuminated channel letters.

**Smokers' shelter:**

An area has been designated on the site plan at the northwest corner of the building for a smokers' shelter. This area is connected by a concrete walkway from the pedestrian door at the truck dock.

**Vehicle charging station:**

To encourage the use of electric vehicles, AtriCure would like to provide one vehicle charging station on the site that is capable of charging two vehicles. This station should be located adjacent the to south facade of the building to the west of the handicap accessible parking spaces.

## architecture and interior design

The goal of the project is to provide a flexible and stimulating workplace for AtriCure to develop and market its products and a manufacturing environment that supports the requirements for manufacturing high-quality surgical equipment. The building's design must communicate to visitors and associates alike that AtriCure is committed to this mission and has the expertise to produce highly reliable devices. As a relatively new company, AtriCure has grown rapidly over the past 12 years, and the building will be a symbol of its success and inspire confidence in its future.

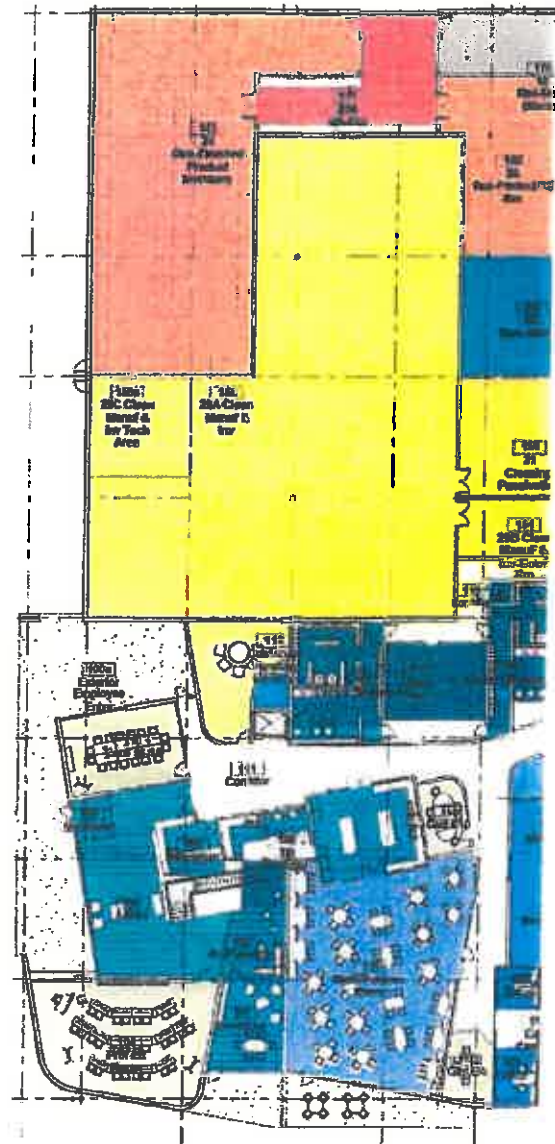
### Design concept:

The building design is focused on creating the right image and quality of workspace for AtriCure while balancing the design with a cost-effective solution. It is in its simplest terms a traditional office/light manufacturing/distribution center building, and it has been designed to be flexible for future use. Instead of a simple box, the office portion has been offset to create a visual separation between the office and manufacturing portions of the building while creating logical points to transition materials for cost savings.

### Exterior design and materials:

The exterior of the building has been designed to create an image for the company that is both progressive and cost effective. The highest profile area is the corner of the building where the visitor entry is located. The building is clad in an insulated aluminum panel system with extensive glazing to create a sense of welcome to the visitor. This appearance is designed to create a clean professional image that represents the technological aspects of the company. The visitor entry is clad in warmer, contrasting materials to create a sense of welcome. The vestibule is flanked by a linear stacked stone façade on one side and a curvilinear wood panel system on the opposite. Both are durable and easy to maintain.

The façade of the remainder of the office wing is clad in an exterior insulated finish system that will be complimentary in color to the aluminum panel façade while helping to reduce the cost of the building skin.



The manufacturing portion of the building will be clean and utilitarian in appearance. It is clad in tilt-up concrete panels with punched window openings to minimize the cost of the skin. The panels will be painted to create a clean image for the economic system.

The building has a flat roof that will support HVAC equipment. All rooftop equipment must be screened from view per the Zoning Code. The clerestory monitors located over the two light wells can be used as a means of screening rooftop equipment to serve the office portion of the building. Rooftop equipment serving the manufacturing operations should be clustered in one or two common areas to minimize the number of screen enclosures required on the roof.

#### **Interior design:**

The interior design concepts employed in this facility are consistent with the overall goals for the building:

- To create a professional environment for the training of medical professionals in the use of AtriCure's products.
- To create an environment that encourages communication between office and manufacturing associates
- To create an office environment that is modern and encourages collaboration.
- To create a manufacturing environment that is clean and efficient and reflects the level of quality that is inherent in AtriCure's products.
- To create a facility that is consistent with investor expectations.

#### **Interior spatial concepts:**

The office portion is a two-story element that stretches across the frontage on the access road screening the more utilitarian manufacturing building in the back. Two light wells topped with clerestory glass become the focal points to the office area and create the sense of connectivity desired by the company. The south light well is connected to the lobby and Professional Education area on the first floor and the executive leadership team on the second. It will

be the primary area where visitors interact with the building and will be of a higher level of quality in design and finishes. The north light well provides connectivity within the general work environment as well as ease of access for associates to the manufacturing area.

#### **Lobby:**

It is important to create the right first impression for visitors to the facility. The Lobby has been designed to express the quality of the product and to demonstrate the history and future of the company and its brand. Clean contemporary design of the lobby elements using quality materials will communicate the professionalism of the company to visitors. Terrazzo flooring is both durable and attractive in appearance. Accents of wood used on and behind the reception desk convey warmth and quality. Glass is extensively used and communicates transparency in the organization. Brand walls will also communicate the company history and product focus to communicate to visitors the culture and values of AtriCure. Opening the Lobby to the light well with limited views of the Dining area and second floor functions creates a sense of dynamism and energy that will communicate the company's confidence in its future.

#### **Professional Education:**

The Professional Education Center is the most critical function for marketing and developing brand loyalty for AtriCure's products. Located off the Visitor Lobby, this area has been designed to create an enhanced customer experience to reinforce the perception of quality and reliability desired by AtriCure. The training facility is the primary customer and investor interface area. It has been designed to reinforce the values that are expressed in the Lobby and to provide the appropriate level of comfort and hospitality for these important visitors. The Pre-function area located in the light well places the visitor in the middle of a dynamic operation. It will be upscale in character. It is carpeted for acoustic control, and it is surrounded by glass for transparency. Daylight will migrate into this space from exterior windows that are visible through the adjacent conference room and from the clerestory windows that top the light well. The stair connecting the Lobby to the Second Floor is located in the Pre-function space and has been designed to communicate quality. The stair has wood treads with perforated stainless steel risers, and



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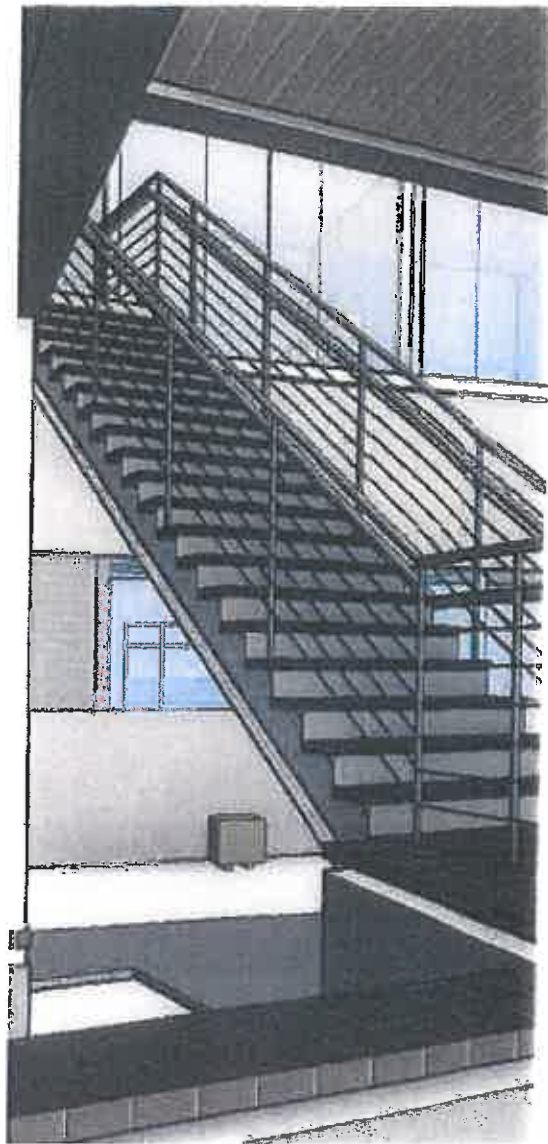
The heart of the facility is a Training Room that can be used to make marketing presentations to groups of medical professionals or investors or to educate surgeons in the use of their devices. This room will be state-of-the-art and will have integrated technology to facilitate marketing and training. The room will have touches of wood in a paneled accent wall and running base and higher quality carpet and ceiling tile to convey that it is an environment consistent with the expectations of surgeons and other medical professionals. It will also have integrated lighting and A/V controls to facilitate effective presentations.

The Training Room is supported by dedicated toilet facilities and a kitchenette for food and beverage service making the Professional Education Center self-sufficient.

Tours of the manufacturing areas are an integral part of AtriCure's business development strategy. It is important for investors and medical professionals to see the environment in which the product is manufactured and to understand the quality control that goes into the production of AtriCure's devices. A customer tour concept has been incorporated into the design to allow visitors to see the key processes without disrupting the production environment. The customer tour will start with a visit to the Customer Viewing Gallery, a space that provides views into the Clean Manufacturing area. Branding displays in this area will demonstrate how the products are manufactured providing investors and surgeons a deeper understanding of the processes and procedures employed. From this area, tours will pass the labs where product testing occurs and access the Model Shop where new product prototypes are developed. This area is contained, and security doors separate it from the manufacturing environment. However, many surgeons request more in-depth tours and will enter the manufacturing areas for private tours.

#### **Amenities:**

The south end of first floor area includes common functions that will be accessed by all associates including a Dining facility and a Fitness Center. The Dining area is located near the primary employee entry so that associates can get coffee or



drop off their lunches when entering the building. This is intended to be an interactive environment that encourages communication between office and manufacturing associates to create a sense of community and camaraderie within the company. The Dining area offers different settings for dining and relaxing and will be more than a traditional employee cafeteria. The space is carpeted for comfort, warmth and sound control. Extensive perimeter glazing permits views into and out of the Dining facility to encourage its use. The ceiling is open to the structure and includes a suspended linear wood panel system to add warmth and character to the space. The Dining area will have power connections distributed throughout the space and wireless data service to permit associates to work in the Dining area if desired. Food service will initially be limited to vending and brown bag functions, but the company plans on adding food service options in the future when the population will support these functions. Initially, the space intended to be a future servery will be designed as an employee prep kitchen area. Large commercial refrigerators will be provided for storage of brown bag lunches, and multiple microwaves will be provided for reheating foods. Since the Dining and Kitchen areas are close to the entry, the area must be properly ventilated to prevent odors from migrating into the customer facing spaces.

The Fitness Center is also located close to the main employee entry to facilitate access at any time of the day. The Fitness Center will house sufficient strength and aerobic equipment to provide a good workout for employees but will not be staffed. It is located adjacent to toilet and locker facilities that are shared with the manufacturing areas. Locker rooms will be used by manufacturing associates to store their coats and personal items during the work day.

#### **First Floor office functions:**

AtriCure desires a contemporary work environment that is non-traditional in character. The environment will be more loft-like in nature with no ceilings in open office areas, exposed ductwork and piping, and pendant lighting. Private offices will have acoustic ceilings to create a more intimate feel. All private offices will have full-height glass fronts with sliding glass doors to borrow light from the exterior and to create a visual connection between the office occupants and the workspace beyond. Finishes will be contemporary

and warm in character. All solid walls will be gypsum board painted, and carpet tile with color accents will be used throughout the space. The goal of this approach is to create a workplace that is less corporate and more conducive to collaboration and innovation.

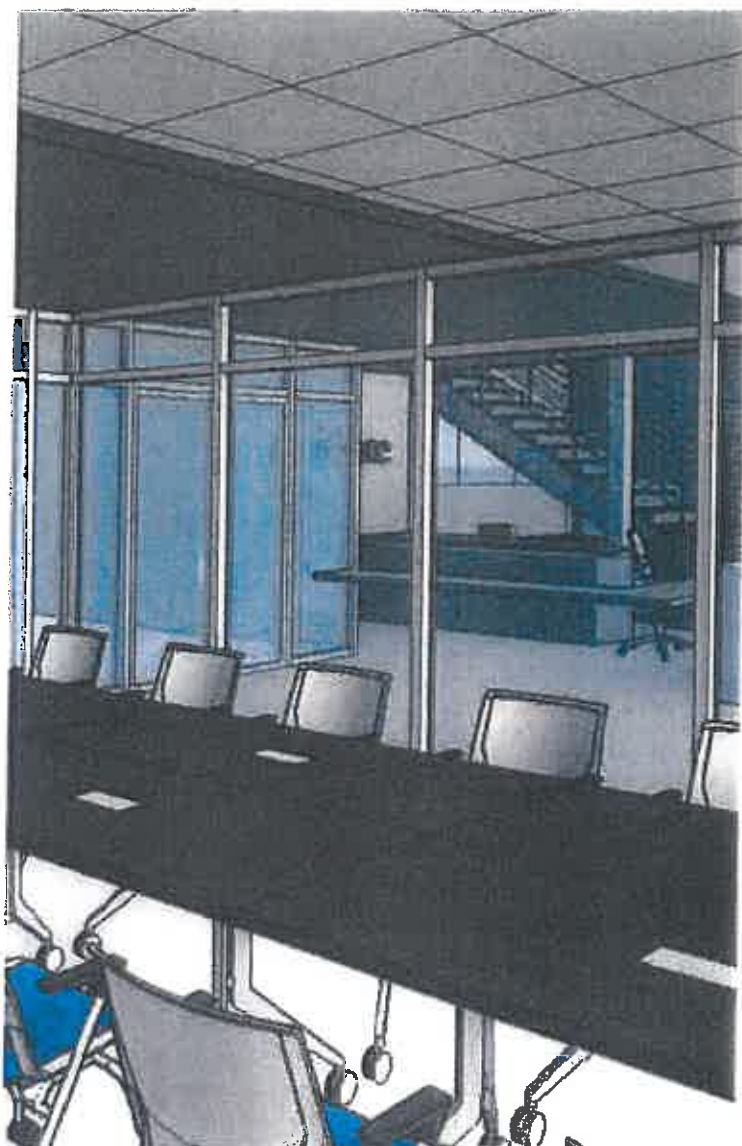
#### **Office/manufacturing connectivity:**

There is an important relationship between certain office functions and the manufacturing operation, and the office functions that require frequent access are located at the north end of the office wing. These individuals are responsible for product development and management of the day-to-day manufacturing functions. While they need periodic access to other office associates located on the second floor which is provided by the stair in the light well, they most frequently interact with the manufacturing associates and the Labs. The pass through corridor provided to the manufacturing corridor is critical for ease of access.

#### **Second floor office functions:**

The second floor houses the typical office functions of Finance, HR, Legal, Marketing and Sales. The overall design concept for this space is to provide internal offices for those that require privacy and concentration in banks of offices that separate the open environment into more intimate workspaces. As on the First Floor, the internal offices have glass walls facing the open office environment to borrow light into these spaces and provide visual connection between the offices and open office areas. The same finishes and combination of open ceilings and suspended acoustic ceilings occurs on this level. All support functions are located along the west wall against the high-bay manufacturing space so that occupied office spaces can have maximum daylight.

The Executive Leadership Team is located on the south end of this floor. While the finishes inside spaces are somewhat higher in quality, the desire is to create an environment that blends with the remainder of the floor without appearing dramatically different in quality. Higher levels of finish are used inside the Boardroom including a wood panel ceiling and running wood base. The Boardroom will also have integrated A/V systems similar to the Professional Education Room.



#### **Laboratories:**

The Product Development, Engineering, Mechanical, Electrical, and Wet Labs located on the first floor are simple research spaces with limited support system requirements. These spaces require compressed air from the owner provided central system to be installed in Utilities. Other gasses that may be used are typically brought into the facility in tanks and isolated to these Labs for specific use. All labs use 110V power with at least one circuit on generator backup for the majority of their functions. 220V power should be provided in each lab. Data drops are required in all labs. All labs should be tied into an exhaust system for use as required. The Wet Lab also has special ventilation requirements and will have to be under a negative pressure. A floor drain is required in the Wet Lab for cleaning. The labs can generate significant noise and should be acoustically separated from the office environment. Room Data sheets for each of the labs are attached to this document with specific requirements identified.

#### **Model shop:**

The shop is used to develop new product prototypes and houses industrial machinery. It is a noisy space and generates a significant amount of dirt. The space must be acoustically separated from adjacent office space. It will have a sink, eyewash, and safety shower. The HAAS machine may require special foundations and grounded power but must be confirmed during the core and shell design phase. Refer to the Room Data sheet for equipment requirements.

#### **Manufacturing functions:**

Product development and manufacturing are the life-blood of the company, and it is essential to create a manufacturing environment that readily supports the production of quality devices and can adapt to incorporate new product lines. The following functions are included as part of the manufacturing process.

#### **Dock (non-sterile):**

This dock serves as the primary receiving function for the facility. All material entering the building proceeds to Quality Inspection or Service & Repair. The dock is conventional in nature and has no special space requirements.



**Quality inspection:**

All received raw materials are inspected in this location before proceeding to Received Inventory. The space will house workstations that are used for review of received materials and require conventional power and data. Lighting is important in this location and should be adequate for inspection purposes.

**Received inventory:**

This space is a conventional high-bay warehouse. Initially racks will be used for storage of received materials, but the company plans to add high-density carousel racks for storage of materials in the future to increase its capacity. Additional power circuits should be provided for the future carousel storage equipment.

**Service and repair:**

This space is used to inspect product that has been returned by the customer to determine if the device can be repaired and treated for reuse. Similar to Quality Inspection, the space will have workstations used for product inspection and should have enhanced lighting.

**Open manufacturing:**

This space will house machine equipment used to manufacture product components that will be used to build the final surgical product. This is a conventional manufacturing space and does not have special environmental requirements. Power, data, and compressed air are required for the manufacturing processes.

**Decorating:**

Product components developed in Open Manufacturing are printed with the company brand in this space. It is a conventional printing operation.

**Cleaning and passivation:**

All components that will be used to manufacture the final product are cleaned and prepared for final manufacturing in this space. The owner's equipment uses purified water and light duty chemicals to clean the materials and treat them to prevent degradation inside the human body. The by-product of this process is a waste water/chemical mixture that cannot be released into the sanitary sewer system. The fluid is captured and deposited in 55-gallon

drums that are removed by fork lift and disposed of properly. These drums are located in the Utilities room adjacent to Cleaning & Passivation. Pass thru openings between the two rooms should be designed to permit dumping of chemicals into a funnel system that deposits them directly into the waste drums. The chemicals used are similar to isopropyl alcohol and citric acid, and the room should be mechanically exhausted to prevent the odors from migrating to adjacent areas.

**Gowning:**

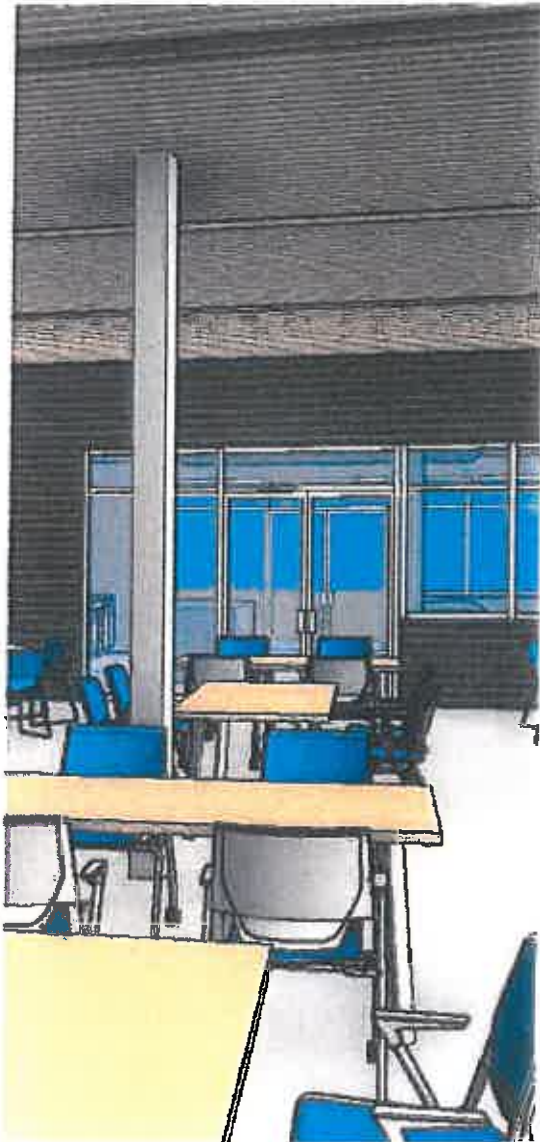
Associates who work in Clean Manufacturing must pass through this space to don the appropriate attire to work in the clean environment. A specific linear process assures minimal transfer of particulates into the clean environment. This space will have the same environmental requirements as Clean Manufacturing and will be separated from the room by a door to reduce the transfer between the outer environment and the clean room. The floor at the entry to Clean Manufacturing will have a tack surface to remove particulate from the associates' shoes (provided by Owner).

**Clean manufacturing:**

The final product is manufactured in this environment. It has been designed to meet Class 10,000 (ISO 7) requirements but will be certified to Class 100,000 (ISO 8). Specific requirements for this space have been developed by Process Plus and are included in the attached specification package.

**Utilities:**

This space is a support function for Open Manufacturing, Cleaning & Passivation, and Clean Manufacturing. The owner provided compressed air systems will be housed in this room as well as the water purification system. The space will also house the waste drums for Cleaning & Passivation. The water purification system is subject to leakage and the room will be designed for fluid containment. There are no other special environmental requirements for this space. The USP Pure Water System will be located in the Utilities Room and feed the Parts Cleaning Room. The chemicals used in Parts Cleaning will be treated in a Waste Water Treatment System that will be provided by Atricare and located in the Utilities Room. Deionized Water System will also feed the parts cleaning room



#### **Packaging:**

After the final product is assembled in Clean Manufacturing, it is blister-wrapped and sent to this room for inspection and packaging. All product is sorted and placed in white boxes and then packaged into brown shipping boxes prior to being sent to a third party sterilization facility. Product is held in this room until being shipped for sterilization. Power, data, and effective lighting are required, but there are no other special environmental requirements for the space.

#### **Dock (sterile):**

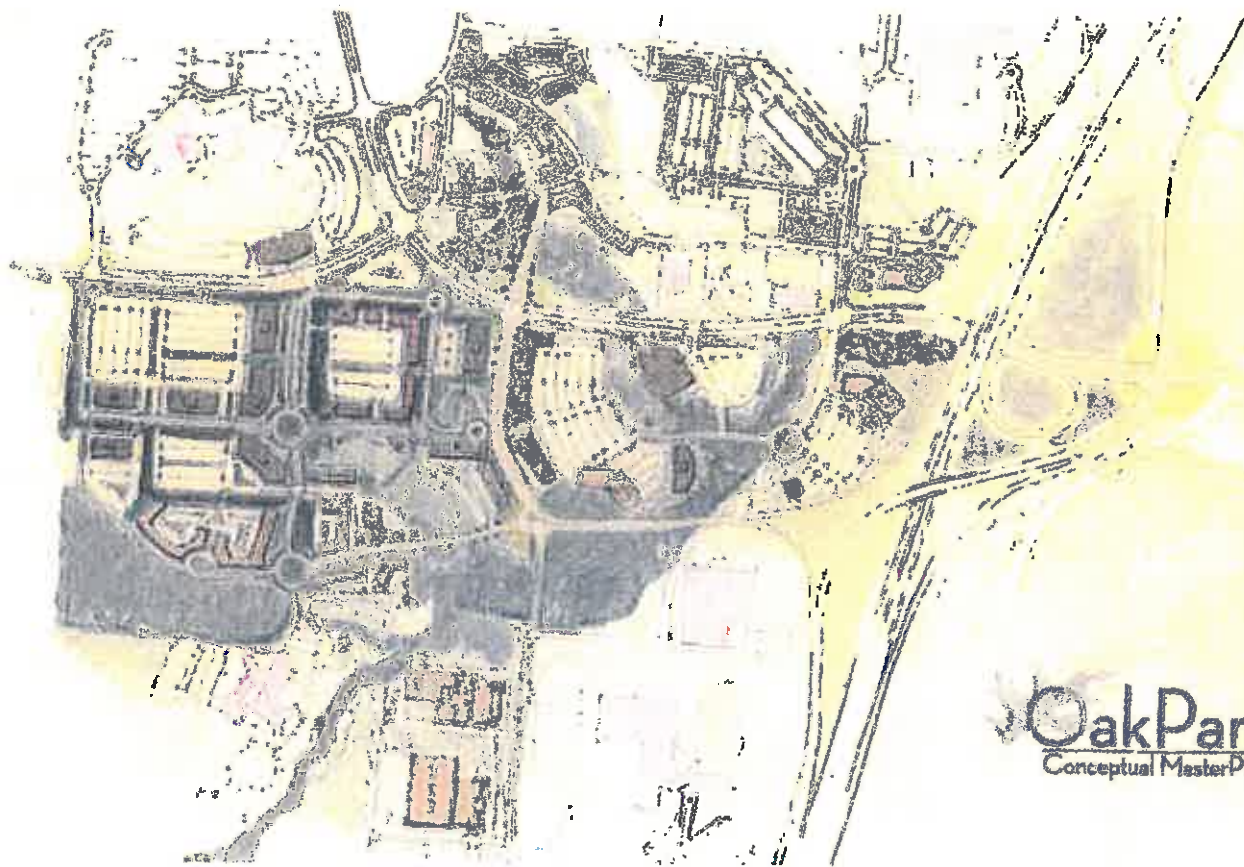
Product returning from sterilization is received at this dock and moved into Finished Goods Inspection. There are no special environmental requirements for this space.

#### **Finished goods inspection:**

Sterile product is held in this space for verification of paperwork confirming sterilization. Packaging is inspected to determine it has not been damaged during shipment. Power, data, and effective lighting are required, but there are no other special environmental requirements for the space.

#### **Finished product inventory:**

All sterile product is held in this warehouse prior to shipment to the customer. This is a conventional warehouse space, and there are no other special environmental requirements for the space.



**Oak Park**  
Conceptual Master Plan





Exhibit "D"

Legal Description of Land

approximately +/- 10.5 acres of land, (or that which is found to be the acreage by survey pursuant to Section 4)

**Appendix 1**

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### Initial Frequency

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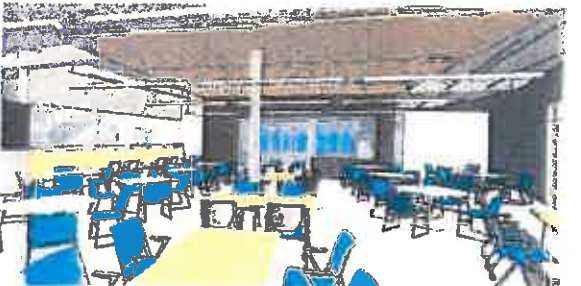
Upper - Reception Area



Upper - Reception Area



Upper - Open Office



Upper - Open Office



Lower - Front Entry



Lower - Front Reception Area

AirCure Cincinnati  
Mason, Ohio

1000 McKinley Ave.  
1000 McKinley Ave.  
Cincinnati, OH 45202

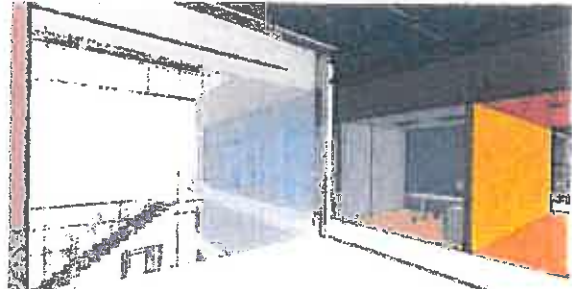
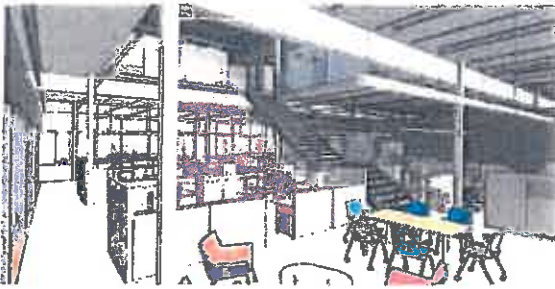
TEL: 513.433.0011  
FAX: 513.433.0012

Project: AirCure  
Date: 10/1/11  
By: J. Smith

Project Manager: J. Smith

PROJECT NO. 11-001

2011-01-01 IN PROGRESS-02 -NOT FOR CONSTRUCTION



**AbtCure Cincinnati  
Mason, Ohio**

**University of**

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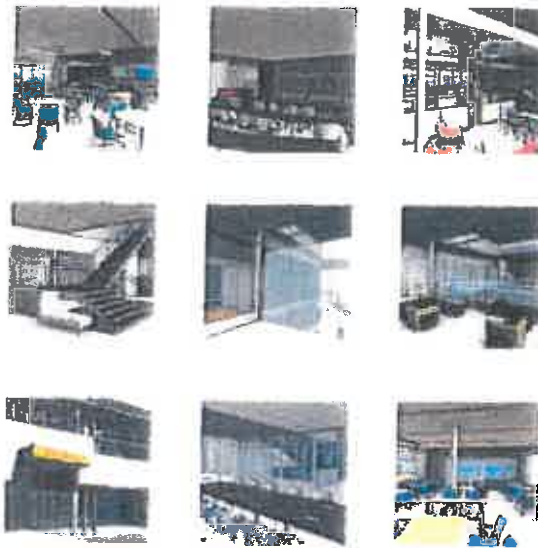
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## CONSTRUCTION

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AtriCure  
Initial Design Concept Package



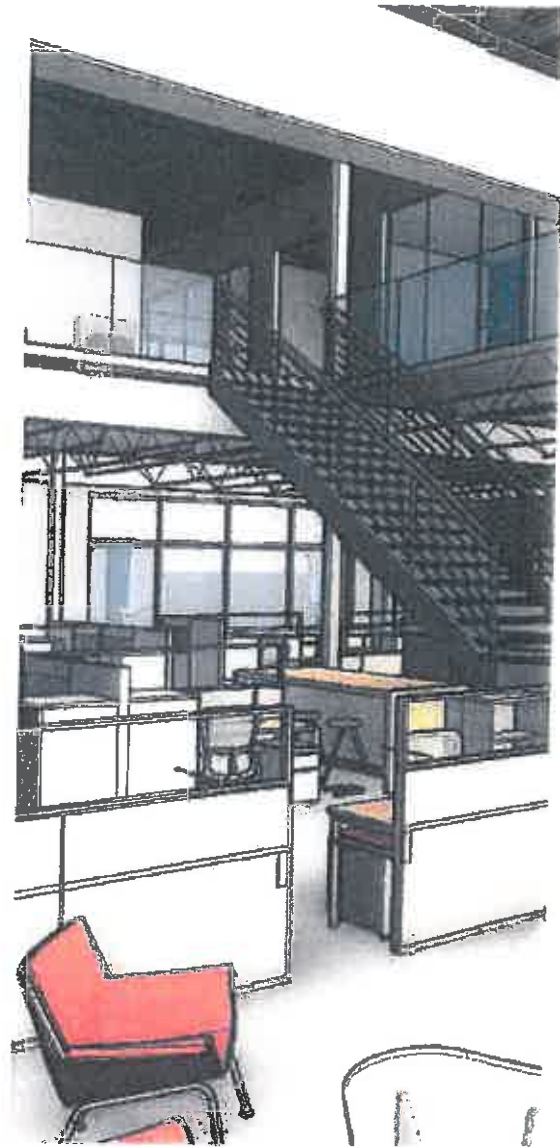
12-31-2013

## project overview

AtriCure is seeking a developer to build and lease back a facility to support their office and manufacturing needs. They have hired Cassidy/Turley to locate a viable site for construction of the project and to manage the design/construction team, and they have hired KZF Design to develop the Initial Design Criteria package for the development of the project's core and shell package. KZF Design has also been hired to design the interiors of the facility once the core and shell is committed.

The project is programmed to be on 84,300 SF office and light manufacturing building situated on a 9-acre site in southwestern Ohio. The building includes a two-level office wing and a one-level high-bay manufacturing wing. The building has been designed for flexibility to expand either of these functions in the event that AtriCure grows or that a future tenant has other needs for the facility.

While AtriCure has a limited budget for the facility, there are different levels of quality anticipated for the facility as it relates to internal functions and operational needs. AtriCure has a professional education program to train cardiac surgeons how to use their devices and wants the doctors' experience to reflect their professionalism and communicate AtriCure's commitment to producing a quality product. Therefore the visitor entry has been designed to reflect a higher image and level of quality that is appropriate to the education and marketing function, and this level of quality is reflected both outside and inside the facility. The southwest corner of the building is clad in an insulated aluminum fascia panel system to create a high tech and clean appearance to the building, and the Professional Education conference room is clad in an exterior wood panel system to create warmth at the building entry. The office function is designed to create an interactive environment for the associates in a simplified and more cost effective setting, and this quality level is reflected on the exterior of the building as well. The northern end of the office wing is clad in an exterior insulated finish system to reduce cost while maintaining a clean image from the street. The manufacturing area must appear clean and efficient, but it has been treated as a manufacturing environment with minimal finishes. This portion of the building is clad in tilt-up concrete panels for cost efficiency. It is critical to maintain a balance of finishes and quality in order to meet AtriCure's business goals for the facility.



## site design

The building is situated on a 9 acre site at the northeast corner for visibility and future growth. This portion of the site should be closest to the primary vehicle access point and will have the highest visibility. This position allows us to expand the facility in the future to either the west or south, and it keeps the building as far away from the power lines as possible.

### Grading:

A concept grading plan has been included in the package to demonstrate how we propose modifying the site. The site slopes from the southwest to the northeast corners. Earth will be redistributed on the site in an effort to eliminate the need to truck soil on or off the site. However, until the final site is selected and actual elevations can be obtained for the site, cut and fill balancing cannot be confirmed.

### Stormwater:

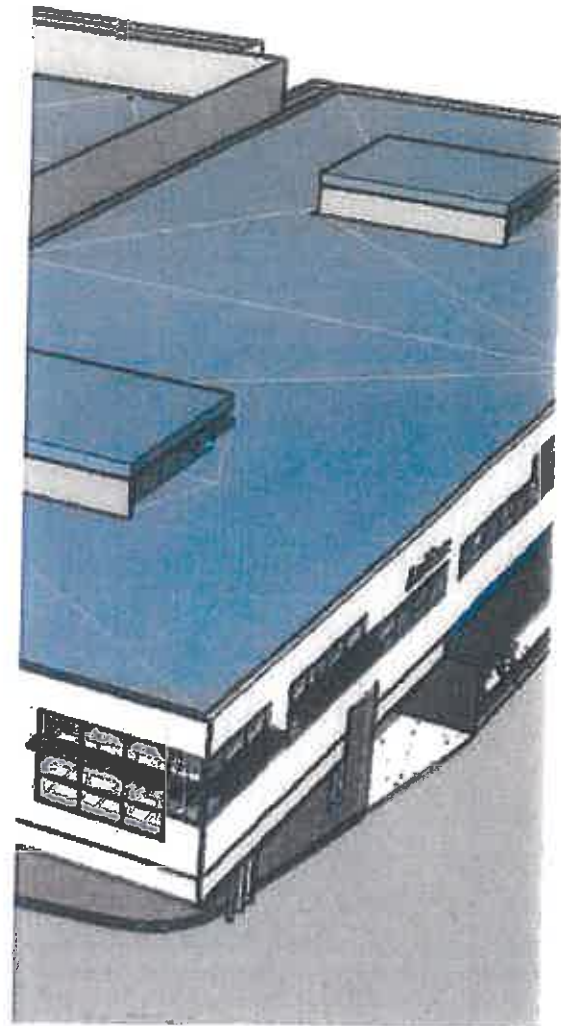
The design assumes the community will provide a community retention pond on an adjacent property. Stormwater will be collected on site and piped across an easement on the adjacent property to the north to the retention pond. The primary stormwater line should run along the east edge of the site as close to the property line as permitted. A water quality structure will be provided at the north edge of the site to filter stormwater leaving the property.

### Setbacks:

The building is set back 75' from the frontyard property line and 50' from the sideyard property line. Code minimums are 50' and 15' respectively. AtriCure desires that the building be positioned for maximum visibility.

### Truck access:

All truck traffic to the building will enter off of the street at the northern edge of the property to access the truck docks on the west side of the building. The dedicated road will keep truck traffic isolated from pedestrian and automotive traffic for safety, and it will serve as a fire department access road to protect the building.



**Visitor and employee access:**

The primary site access will be located to the south of the building. A dedicated visitor parking lot is located in front of the visitor entry to the building, and the employee parking lots wrap around the south and west sides of the building providing ease of access for all employees. Concrete walkways are shown connecting the southern-most parking lot to the entry area, and the concrete pavement will cross the roadway. This walkway and the entry areas will be stamped and tinted concrete to create a texture to welcome visitors and define the primary pedestrian paths.

**Parking:**

The parking lot is designed to meet parking requirements for the company growth that is projected in the building program. The parking plan currently shows area for 296 parking spaces which exceeds zoning code minimums but matches employ projection counts.

**Landscaping:**

The landscape strategy for the project should be consistent with the quality and image approach for the building with the focus of the landscape design around the visitor entry and diminishing in quantity in the office and manufacturing areas. The landscaping plan must meet the community's requirements per the Zoning Code including landscape islands incorporated in the parking areas. A concept landscaping plan has been developed by KZF Design and included in the package for the purpose of pricing only. A landscape architect should be hired by the core and shell architect to develop a final landscape design concept.

**Site lighting:**

The site lighting requirements are based on visitor and associate safety. All parking lots should meet the zoning requirements for site lighting using a maximum of 30 foot high poles with metal halide lighting. Site lighting should be designed to minimize spill of light off the site or into the building. Accent lighting should be provided at the visitor entry to the building to showcase the building design and create the proper ambiance for after-hours access to the facility. All building entries should be well lighted including the truck dock area.

**Site signage:**

Directional signage should be provided for the site identifying the truck entry, visitor entry, visitor parking area, and employee parking area. All handicap accessible parking should be identified per code. The AtriCure sign identified on the building model and elevations should be internally illuminated channel letters.

**Smokers' shelter:**

An area has been designated on the site plan at the northwest corner of the building for a smokers' shelter. This area is connected by a concrete walkway from the pedestrian door at the truck dock.

**Vehicle charging station:**

To encourage the use of electric vehicles, AtriCure would like to provide one vehicle charging station on the site that is capable of charging two vehicles. This station should be located adjacent to the south facade of the building to the west of the handicap accessible parking spaces.

architecture and interior  
design

The goal of the project is to provide a flexible and stimulating workplace for AtriCure to develop and market its products and a manufacturing environment that supports the requirements for manufacturing high-quality surgical equipment. The building's design must communicate to visitors and associates alike that AtriCure is committed to this mission and has the expertise to produce highly reliable devices. As a relatively new company, AtriCure has grown rapidly over the past 12 years, and the building will be a symbol of its success and inspire confidence in its future.

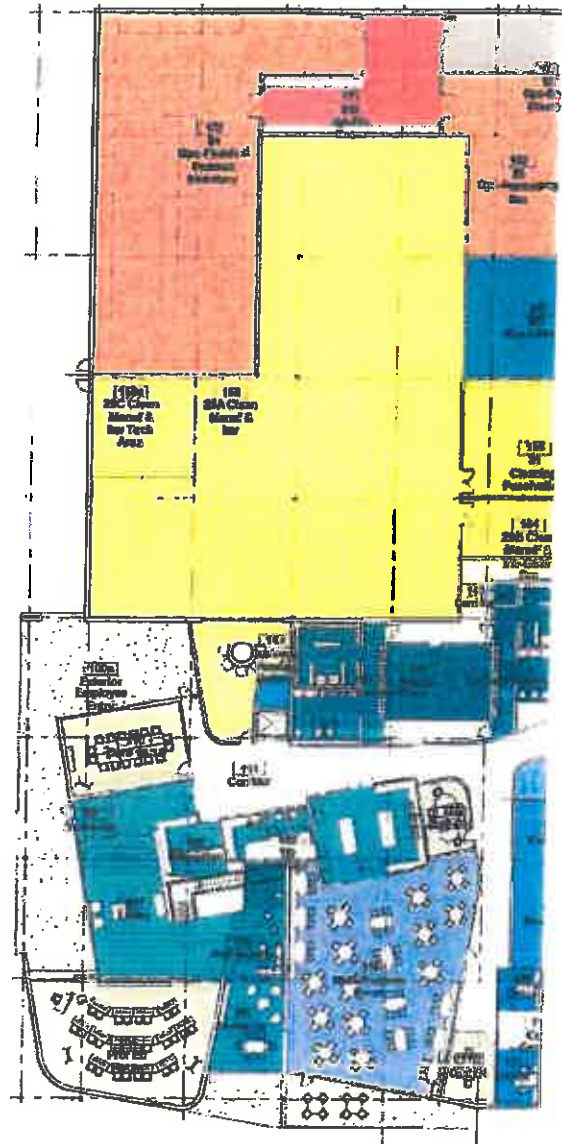
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#### Lobby:

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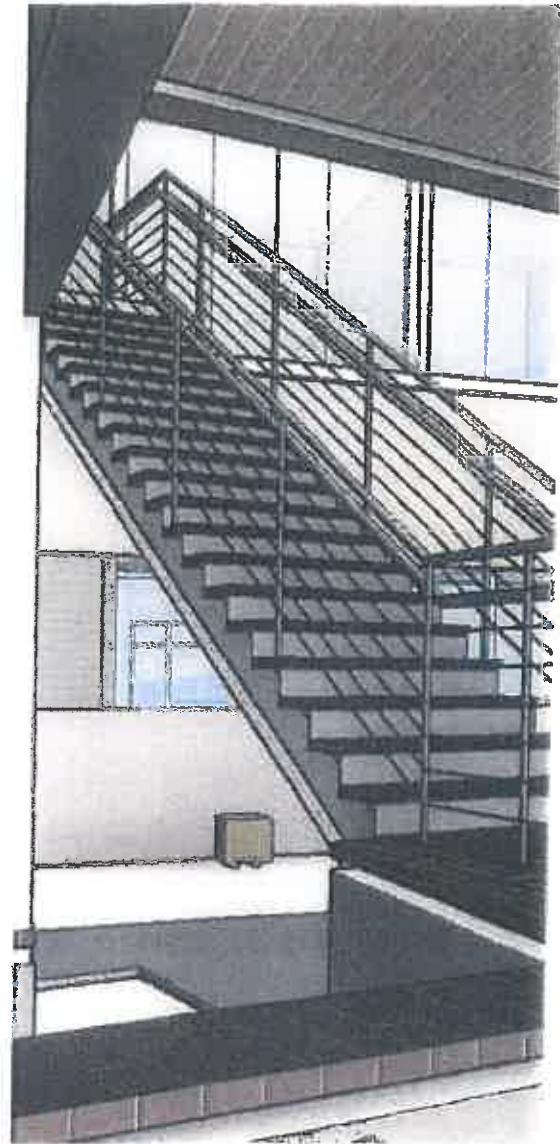
The heart of the facility is a Training Room that can be used to make marketing presentations to groups of medical professionals or investors or to educate surgeons in the use of their devices. This room will be state-of-the-art and will have integrated technology to facilitate marketing and training. The room will have touches of wood in a paneled accent wall and running base and higher quality carpet and ceiling tile to convey that it is an environment consistent with the expectations of surgeons and other medical professionals. It will also have integrated lighting and A/V controls to facilitate effective presentations.

The Training Room is supported by dedicated toilet facilities and a kitchenette for food and beverage service making the Professional Education Center self-sufficient.

Tours of the manufacturing areas are an integral part of AtriCure's business development strategy. It is important for investors and medical professionals to see the environment in which the product is manufactured and to understand the quality control that goes into the production of AtriCure's devices. A customer tour concept has been incorporated into the design to allow visitors to see the key processes without disrupting the production environment. The customer tour will start with a visit to the Customer Viewing Gallery, a space that provides views into the Clean Manufacturing area. Branding displays in this area will demonstrate how the products are manufactured providing investors and surgeons a deeper understanding of the processes and procedures employed. From this area, tours will pass the Labs where product testing occurs and access the Model Shop where new product prototypes are developed. This area is contained, and security doors separate it from the manufacturing environment. However, many surgeons request more in-depth tours and will enter the manufacturing areas for private tours.

#### **Amenities:**

The south end of first floor area includes common functions that will be accessed by all associates including a Dining facility and a Fitness Center. The Dining area is located near the primary employee entry so that associates can get coffee or



drop off their lunches when entering the building. This is intended to be an interactive environment that encourages communication between office and manufacturing associates to create a sense of community and camaraderie within the company. The Dining area offers different settings for dining and relaxing and will be more than a traditional employee cafeteria. The space is carpeted for comfort, warmth and sound control. Extensive perimeter glazing permits views into and out of the Dining facility to encourage its use. The ceiling is open to the structure and includes a suspended linear wood panel system to add warmth and character to the space. The Dining area will have power connections distributed throughout the space and wireless data service to permit associates to work in the Dining area if desired. Food service will initially be limited to vending and brown bag functions, but the company plans on adding food service options in the future when the population will support these functions. Initially, the space intended to be a future servery will be designed as an employee prep kitchen area. Large commercial refrigerators will be provided for storage of brown bag lunches, and multiple microwaves will be provided for reheating foods. Since the Dining and Kitchen areas are close to the entry, the area must be properly ventilated to prevent odors from migrating into the customer facing spaces.

The Fitness Center is also located close to the main employee entry to facilitate access at any time of the day. The Fitness Center will house sufficient strength and aerobic equipment to provide a good workout for employees but will not be staffed. It is located adjacent to toilet and locker facilities that are shared with the manufacturing areas. Locker rooms will be used by manufacturing associates to store their coats and personal items during the work day.

#### **First Floor office functions:**

AlriCure desires a contemporary work environment that is non-traditional in character. The environment will be more loftlike in nature with no ceilings in open office areas, exposed ductwork and piping, and pendant lighting. Private offices will have acoustic ceilings to create a more intimate feel. All private offices will have full-height glass fronts with sliding glass doors to borrow light from the exterior and to create a visual connection between the office occupants and the workspace beyond. Finishes will be contemporary

and warm in character. All solid walls will be gypsum board painted, and carpet tile with color accents will be used throughout the space. The goal of this approach is to create a workplace that is less corporate and more conducive to collaboration and innovation.

#### **Office/manufacturing connectivity:**

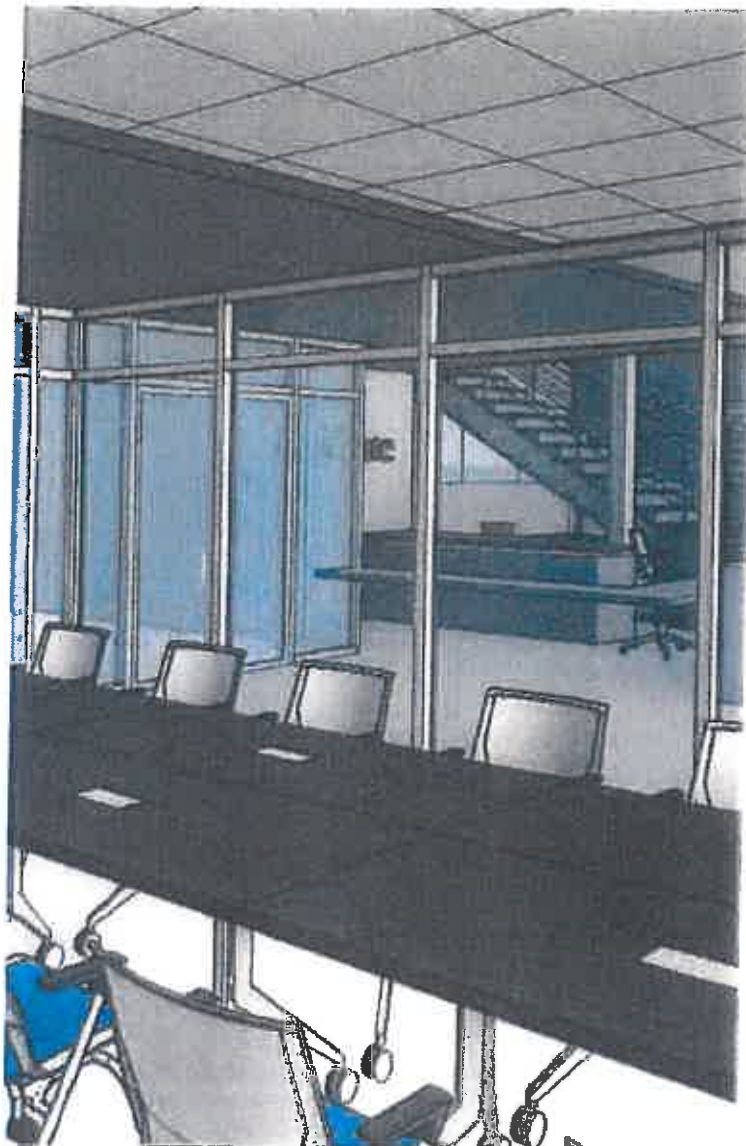
There is an important relationship between certain office functions and the manufacturing operation, and the office functions that require frequent access are located at the north end of the office wing. These individuals are responsible for product development and management of the day-to-day manufacturing functions. While they need periodic access to other office associates located on the second floor (which is provided by the stair in the light well), they most frequently interact with the manufacturing associates and the Labs. The pass through corridor provided to the manufacturing corridor is critical for ease of access.

#### **Second floor office functions:**

The second floor houses the typical office functions of Finance, HR, Legal, Marketing and Sales. The overall design concept for this space is to provide internal offices for those that require privacy and concentration in banks of offices that separate the open environment into more intimate workspaces. As on the First Floor, the internal offices have glass walls facing the open office environment to borrow light into these spaces and provide visual connection between the offices and open office areas. The same finishes and combination of open ceilings and suspended acoustic ceilings occurs on this level. All support functions are located along the west wall against the high-bay manufacturing space so that occupied office spaces can have maximum daylight.

The Executive Leadership Team is located on the south end of this floor. While the finishes inside spaces are somewhat higher in quality, the desire is to create an environment that blends with the remainder of the floor without appearing dramatically different in quality. Higher levels of finish are used inside the Boardroom including a wood panel ceiling and running wood base. The Boardroom will also have integrated A/V systems similar to the Professional Education Room.





#### **Laboratories:**

The Product Development, Engineering, Mechanical, Electrical, and Wet labs located on the first floor are simple research spaces with limited support system requirements. These spaces require compressed air from the owner provided central system to be installed in Utilities. Other gasses that may be used are typically brought into the facility in tanks and isolated to these Labs for specific use. All labs use 110V power with at least one circuit on generator backup for the majority of their functions. 220V power should be provided in each lab. Data drops are required in all labs. All labs should be tied into an exhaust system for use as required. The Wet Lab also has special ventilation requirements and will have to be under a negative pressure. A floor drain is required in the Wet Lab for cleaning. The labs can generate significant noise and should be acoustically separated from the office environment. Room Data sheets for each of the labs are attached to this document with specific requirements identified.

#### **Model shop:**

The shop is used to develop new product prototypes and houses industrial machinery. It is a noisy space and generates a significant amount of dirt. The space must be acoustically separated from adjacent office space. It will have a sink, eyewash, and safety shower. The HAAS machine may require special foundations and grounded power but must be confirmed during the core and shell design phase. Refer to the Room Data sheet for equipment requirements.

#### **Manufacturing functions:**

Product development and manufacturing are the life-blood of the company, and it is essential to create a manufacturing environment that readily supports the production of quality devices and can adapt to incorporate new product lines. The following functions are included as part of the manufacturing process.

#### **Dock (non-sterile):**

This dock serves as the primary receiving function for the facility. All material entering the building proceeds to Quality Inspection or Service & Repair. The dock is conventional in nature and has no special space requirements.

**Quality inspection:**

All received raw materials are inspected in this location before proceeding to Received Inventory. The space will house workstations that are used for review of received materials and require conventional power and data. Lighting is important in this location and should be adequate for inspection purposes.

**Received inventory:**

This space is a conventional high-bay warehouse. Initially racks will be used for storage of received materials, but the company plans to add high-density carousel racks for storage of materials in the future to increase its capacity. Additional power circuits should be provided for the future carousel storage equipment.

**Service and repair:**

This space is used to inspect product that has been returned by the customer to determine if the device can be repaired and treated for reuse. Similar to Quality Inspection, the space will have workstations used for product inspection and should have enhanced lighting.

**Open manufacturing:**

This space will house machine equipment used to manufacture product components that will be used to build the final surgical product. This is a conventional manufacturing space and does not have special environmental requirements. Power, data, and compressed air are required for the manufacturing processes.

**Decorating:**

Product components developed in Open Manufacturing are printed with the company brand in this space. It is a conventional printing operation.

**Cleaning and passivation:**

All components that will be used to manufacture the final product are cleaned and prepared for final manufacturing in this space. The owner's equipment uses purified water and light duty chemicals to clean the materials and treat them to prevent degradation inside the human body. The by-product of this process is a waste water/chemical mixture that cannot be released into the sanitary sewer system. The fluid is captured and deposited in 55-gallon

drums that are removed by fork lift and disposed of properly. These drums are located in the Utilities room adjacent to Cleaning & Passivation. Pass thru openings between the two rooms should be designed to permit dumping of chemicals into a funnel system that deposits them directly into the waste drums. The chemicals used are similar to isopropyl alcohol and citric acid, and the room should be mechanically exhausted to prevent the odors from migrating to adjacent areas.

**Gowning:**

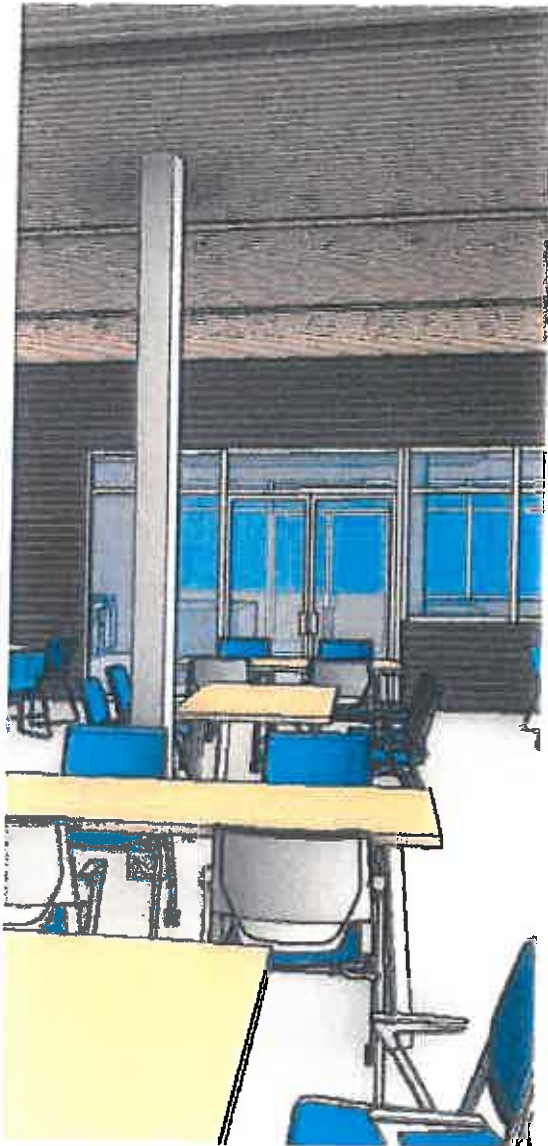
Associates who work in Clean Manufacturing must pass through this space to don the appropriate attire to work in the clean environment. A specific linear process assures minimal transfer of particulates into the clean environment. This space will have the same environmental requirements as Clean Manufacturing and will be separated from the room by a door to reduce the transfer between the outer environment and the clean room. The floor at the entry to Clean Manufacturing will have a tack surface to remove particulate from the associates' shoes (provided by Owner).

**Clean manufacturing:**

The final product is manufactured in this environment. It has been designed to meet Class 10,000 (ISO 7) requirements but will be certified to Class 100,000 (ISO 8). Specific requirements for this space have been developed by Process Plus and are included in the attached specification package.

**Utilities:**

This space is a support function for Open Manufacturing, Cleaning & Passivation, and Clean Manufacturing. The owner provided compressed air systems will be housed in this room as well as the water purification system. The space will also house the waste drums for Cleaning & Passivation. The water purification system is subject to leakage and the room will be designed for fluid containment. There are no other special environmental requirements for this space. The USP Pure Water System will be located in the Utilities Room and feed the Parts Cleaning Room. The chemicals used in Parts Cleaning will be treated in a Waste Water Treatment System that will be provided by Alricure and located in the Utilities Room. Deionized Water System will also feed the parts cleaning room.



**Packaging:**

After the final product is assembled in Clean Manufacturing, it is blister-wrapped and sent to this room for inspection and packaging. All product is sorted and placed in white boxes and then packaged into brown shipping boxes prior to being sent to a third party sterilization facility. Product is held in this room until being shipped for sterilization. Power, data, and effective lighting are required, but there are no other special environmental requirements for the space.

**Dock (sterile):**

Product returning from sterilization is received at this dock and moved into Finished Goods Inspection. There are no special environmental requirements for this space.

**Finished goods inspection:**

Sterile product is held in this space for verification of paperwork confirming sterilization. Packaging is inspected to determine it has not been damaged during shipment. Power, data, and effective lighting are required, but there are no other special environmental requirements for the space.

**Finished product inventory:**

All sterile product is held in this warehouse prior to shipment to the customer. This is a conventional warehouse space, and there are no other special environmental requirements for the space.

**EXHIBIT F**

**ESCROW AGREEMENT  
(Earnest Money Deposit)**

This Escrow Agreement is made effective the 29th day of April, 2014, by and between **CITY OF MASON**, Ohio, 6000 Mason Montgomery Road, Mason, Ohio 45040, (hereafter, "Seller") and **AtriCure, Inc.**, a Delaware corporation, which has a mailing address of 6217 Centre Park Drive, West Chester, Ohio 45069 (hereafter, "Purchaser") and **RIVERBEND COMMERCIAL TITLE AGENCY LIMITED PARTNERSHIP**, whose address is One East 4<sup>th</sup> Street, Suite 1400, Cincinnati, Ohio 45202 ("Escrow Agent"), under the following circumstances:

A. Purchaser and Seller have, on April 29, 2014, entered into an Agreement of Purchase and Sale ("Agreement"), to purchase real and personal property described in the Agreement.

B. As part of this purchase, Purchaser is to deposit certain earnest monies with the Escrow Agent.

NOW, THEREFORE, the parties agree as follows:

1. Purchaser shall deposit with the Escrow Agent the sum of Twenty five Thousand Dollars and 00/100 Dollars (\$25,000.00) as required by the Agreement (the "Initial Deposit").

2. Escrow Agent shall subsequently disburse the Deposit in accordance with the provisions of the Agreement as follows:

2.1 Upon written notice from Seller and Purchaser of Closing under the Agreement, Escrow Agent shall disburse the Deposit, as defined in the Contract for Sale and Purchase in accordance with such directive or upon Escrow Agent's receipt of an executed closing statement reflecting the application/disposition of said Deposit.

2.2 If there is a failure to close under the Agreement, either Seller or Purchaser shall give written notice to the other and to Escrow Agent that the failure of Closing is the fault of the other. The party allegedly at fault shall have ten (10) days after it is served or deemed served with such notice to notify Escrow Agent that it is not at fault. If the party allegedly at fault does so deny any fault by notice to the Escrow Agent, then the Escrow Agent shall continue to hold the Deposit in the non-interest-bearing account until it receives a joint instruction from both Seller and Purchaser or instruction (by order) from a court of competent jurisdiction. If, for any reason, the party allegedly at fault does not so deny its fault within the ten (10) day period, then Escrow Agent shall disburse the Deposit to the other party.

3. Escrow Agent shall follow any joint written instruction concerning the Deposit from Seller and Purchaser or any instruction from a court of competent jurisdiction.

4. Deposit of Escrow Funds into a non-interest-bearing account:

(a) Within a reasonable time after receipt of the Deposit from Purchaser, and after this Escrow Agreement has been executed by all parties, the Escrow Agent shall deposit the escrow funds into its non-interest-bearing Trust account at **U.S. Bank, N.A., Cincinnati, Ohio** ("Depository").

(b) Escrow Agent shall not be responsible for and hereby disclaims any liability for:

(i) penalties or loss of principal or delays in the withdrawal of the funds which may be imposed by the Depository as a result of the making or redeeming of the investment pursuant to Escrow Agent's instructions;

(ii) loss or impairment of funds while those funds are in the course of collection or while on deposit in a financial institution if such a loss or impairment results from the failure, insolvency or suspension of a financial institution;

(iii) the financial status or insolvency of any other party, or any misrepresentation made by any other party;

(iv) the legal effect, insufficiency, or undesirability of any instrument deposited with or delivered by or to the Escrow Agent or exchanged by the parties hereunder, whether or not the Escrow Agent prepared such instrument;

(v) the default, error, action or omission of any other party to this Escrow Agreement;

(vi) the expiration of any time limit or other consequence of delay, unless a properly executed settlement instruction accepted by the Escrow Agent has instructed the Escrow Agent to comply with said time limit;

(vii) the Escrow Agent's compliance with any legal process, subpoena, writ, order, judgment or decree of any court, whether issued with or without jurisdiction and whether or not subsequently vacated, modified, set aside or reversed;

(viii) any shortfall in the sufficiency of the amount held in escrow to accomplish the purpose of the escrow; or

(ix) any obligation to collect additional funds, unless such obligation is in writing and signed by the Escrow Agent.

(c) The funds deposited herewith are not to be invested unless all parties to this Escrow Agreement have agreed to this instruction in writing.

5. The Seller and Purchaser hereby certify that they are aware that the Federal Deposit Insurance Corporation's (FDIC) coverage applies only to a cumulative maximum amount of \$250,000.00 for each individual depositor for all of depositor's accounts at the same or related institution. Escrow Agent assumes no responsibility for nor will the undersigned parties hold Escrow Agent liable for, any loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor's accounts to exceed \$250,000.00 and that the excess amount is not insured. The undersigned parties further understand that certain banking instruments such as, but not limited to, repurchase agreements and letters of credit, are not covered at all by FDIC insurance.

6. All notices and communications herein required to be given or made to Seller, Purchaser or Escrow Agent shall be in writing and be addressed to Seller, Purchaser or Escrow Agent at their respective addresses as stated above or at such address as each shall notify the other in writing, and shall be deemed delivered three (3) days after being deposited in the mail if made by ordinary mail, or upon delivery if made by a nationally recognized overnight delivery service with confirmation receipt, by personal service delivery, or by electronic correspondence with delivery receipt.

7. The duties and obligations of Escrow Agent shall be determined solely by the express provisions of this Escrow Agreement, and Escrow Agent shall not be liable except for the performance of the duties and obligations specifically set forth herein. In furtherance and not in limitation of the foregoing: Escrow Agent shall not be responsible in any manner in connection with its acceptance of or performance of its duties and obligations under this Escrow Agreement; Escrow Agent shall not be liable for any error in judgment or for any act done or step taken or omitted by it in good faith or for any mistake in fact or law or for anything which it may do or refrain from doing in connection herewith; Escrow Agent shall not be liable for any loss in impairment of the Deposit, so long as not due to the negligence of Escrow Agent, in the non-interest-bearing account.

8. Notwithstanding the foregoing, the Escrow Agent shall not be liable except for willful misconduct in the performance of its duties and obligations as set forth herein. This Escrow Agreement is a contract between the parties hereto. Escrow Agent is not acting as a fiduciary for any party, and the parties expressly disclaim any fiduciary relationship among them. All claims, including without limitation, all claims for negligence against the Escrow Agent, its officers, agents and employees, must be brought, if at all, as breach of contract claims. Escrow Agent shall have no duty or obligation which is not specifically set forth herein. Escrow Agent's duties and obligations are strictly contractual. No third party beneficiary that is not a signer to this Escrow Agreement, shall have any right to enforce this Escrow Agreement.

9. Notwithstanding anything in this Escrow Agreement to the contrary, in the event of a dispute between Seller and Purchaser arising prior to or at the time of the delivery or other

disposition of the Deposit by Escrow Agent pursuant to the Agreement, which dispute shall be sufficient, in the sole discretion of Escrow Agent, to justify its doing so, Escrow Agent shall be entitled to tender the Deposit into the registry or custody of any court of competent jurisdiction, together with such legal pleadings as it may deem appropriate, and thereupon Escrow Agent shall be discharged from all further duties and liabilities under this Escrow Agreement and the Agreement. Any such legal action may be brought in such court as Escrow Agent shall determine to have jurisdiction thereof. Escrow Agent's determination of whether a dispute exists between Seller and Purchaser shall be binding and conclusive upon all parties hereto, notwithstanding any contention that no dispute exists. All costs and expenses incurred by Escrow Agent in taking any action pursuant to this section shall be covered by and paid pursuant to the indemnification of Escrow Agent contained in this Escrow Agreement.

10. No party may rely on any title search, title examination, title commitment and/or title policy issued in a transaction connected with this Escrow Agreement unless such party is named in such title product as the recipient, client, proposed insured, or actual insured. No party to this Escrow Agreement shall have any claim, including without limitation, any claim for negligence or for failure to disclose an encumbrance, against the Escrow Agent as to any title search, any issuance of a title commitment or any issuance of a title insurance policy. Any such claim of loss or damage, whether or not based on negligence, which arises out of the status of the title to the estate which is the subject of this Escrow Agreement, or any action asserting such claim, or which relates to a title search, a commitment or a policy, shall be restricted to the terms of the title commitment or title policy issued.

11. This is the complete Escrow Agreement between the parties. Each party has had the opportunity to read this Escrow Agreement, to understand it, to make changes to it, and, to consult with the experts of the party's choice, including legal experts. All prior representations, agreements and discussions are merged herein and are void unless contained herein. No party, person, employee or agent may modify this Escrow Agreement by any oral representation. All modifications of this agreement must be in writing signed by all parties. The signing of this agreement is the free and voluntary act and deed of each party.

12. If Escrow Agent shall notify Seller and Purchaser of its desire to be relieved of any further duties and liabilities hereunder, then Escrow Agent shall deliver the Deposit to a successor escrow agent designated by Seller and Purchaser. If Seller and Purchaser shall fail to agree upon and designate a successor escrow agent within two (2) days after having been requested by Escrow Agent to do so, then Escrow Agent shall in its discretion designate the successor escrow agent. The successor escrow agent designated by Seller and Purchaser or by Escrow Agent, as the case may be, shall be a bank or trust company having trust powers in good standing and located in Cincinnati, Ohio, and shall agree to be bound by all the terms and conditions of this Escrow Agreement and the Agreement. Immediately upon agreement by the successor escrow agent to be bound by all the terms and conditions of this Escrow Agreement and the Agreement, the original Escrow Agent shall be relieved of any and all duties and liabilities under or in connection with this Escrow Agreement and the Agreement; provided, however, that no successor escrow agent shall assume any liability for the acts or omissions of Escrow Agent under this Escrow Agreement or the Agreement.

13. The Escrow Agent shall receive no initial fee for serving as Escrow Agent, however, in the event the anticipated closing does not occur, Escrow Agent will retain from the Deposit the sum of One Thousand and 00/100 Dollars (\$1,000.00) in payment of its time and costs and to pay the cancellation invoice for the title examination and title commitment charges incurred. If Escrow Agent determines that it requires the services of legal counsel to properly perform its duties, Seller and Purchaser agree to pay (one-half each) Escrow Agent its reasonable legal fees.

14. This Escrow Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

15. This Escrow Agreement shall terminate upon the disbursement by Escrow Agent of the Deposit. Any claim against Escrow Agent, if at all, related to this Escrow Agreement, must be made in writing and received by Escrow Agent within one year of termination of this Agreement or be forever barred.

The parties have hereto executed this Agreement as of the day and year first above written.

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**SELLER:**

City of Mason, Ohio

Date April 29, 2014

By: 

Eric Hansen, City Manager

**PURCHASER:**

AtriCure, Inc., a Delaware corporation

Date April 29, 2014

By: M. Andrew Wade

Name: M. Andrew Wade

Title: VP : CEO

**APPROVED AS TO FORM:**

  
Jeffrey D. Forbes, Law Director

**ESCROW AGENT:**

RIVERBEND COMMERCIAL TITLE AGENCY  
LIMITED PARTNERSHIP

BY: RIVERBEND COMMERCIAL TITLE  
AGENCY, INC., General Partner

BY: 

Name: \_\_\_\_\_

Title: Gregory J. Haverkamp, President