

Keli (DTPB-2001C)  
Lennar Settlement Agreement  
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## SETTLEMENT AGREEMENT

This Settlement Agreement dated as of the \_\_ day of August, 2020 ("Agreement"), by  
and between;

**TOWNSHIP OF DENVILLE**, a municipal corporation  
of the State of New Jersey, with offices located at  
1 St. Mary's Place  
Denville, New Jersey 07834

("Township")

and:

**U.S. HOME CORPORATION d/b/a LENNAR**,  
with offices located at 2465 Kuser Road  
Hamilton, New Jersey 08690

("Developer")

### WITNESSETH:

**WHEREAS**, the Developer is the contract purchaser of certain property located in the Township of Denville, County of Morris, State of New Jersey, known and designated as Block 30501, Lots 8, 32-34, 36-37, 39 and 42, Block 30601, Lot 16, Block 30607, Lots 15-17 and Block 30611, Lots 1-5 on the Official Tax Map of the Township of Denville, which consists of an aggregate of approximately 18 acres ("Property"); and

**WHEREAS**, the Property is currently located entirely within the Township's "R-1B Residence District", which permits single family residences only; and

**WHEREAS**, multiple paper streets bisect the Property, which paper streets will be vacated by the Township in accord with this Settlement Agreement; and

**WHEREAS**, the Developer intervened in the litigation in the New Jersey Superior Court captioned In the Matter of the Application of the Township of Denville, Docket No. MRS-L-1641-15 ("DJ Litigation"), challenging the Township's satisfaction of its affordable housing obligation, among other things; and

**WHEREAS**, the parties have entered into discussions in an effort to resolve the DJ Litigation as it relates to the Developer and Township as set forth hereinafter.

**NOW, THEREFORE, IN CONSIDERATION OF** the mutual promises and covenants herein set forth, the parties, for themselves, their successors and assigns, hereby agree as follows:

**I. INCORPORATION OF RECITALS.**

The foregoing prefatory statements, recitals and representations are incorporated herein and made a part hereof.

**II. PURPOSE OF AGREEMENT.**

The purpose and intent of this Agreement is **(a)** to resolve the DJ Litigation as it relates to the Developer and Township upon the adoption of an Ordinance rezoning the Property substantially consistent with the Revised Ordinance attached as Exhibit A; **(b)** to resolve the DJ litigation as it relates to the Developer and Township by confirming that the Developer will support the Housing Element and Fair Share Plan ("HEFSP") to be adopted by the Township; **(c)** to resolve the DJ litigation as it relates to the Developer and Township by confirming that the Developer will support the Township's request in the DJ litigation to obtain a Judgment of Compliance and Repose for a period of ten years; **(d)** to resolve the DJ litigation as it relates to the Developer and Township by providing for the construction of the Development consistent

with the Revised Ordinance attached as Exhibit A, Concept Plans, consisting of five (5) sheets attached as Exhibit B and the Building Elevations and Profiles, consisting of eleven (11) sheets attached hereto as Exhibit C, except for de minimus bulk variances and waivers resulting from the detailed final engineering design of the Development, provided however that the Developer shall not seek any variances as to use or to increase the density, the residential building type (Townhouses, Vertical Flats and Interlocking Dwellings), the aggregate number of units or the height or stories of buildings as such terms are defined in the Revised Ordinance (Exhibit A); and (e) to resolve the vacating of certain paper streets bisecting the Property.

### **III. DEFINITIONS.**

**Affordable Housing Unit ("AHU").** A unit that is affordable to a very low income, low income or moderate income household consistent with the requirements of the New Jersey Fair Housing Act ("FHA"), N.J.S.A. 52:27D-301, et seq.; applicable regulations of the New Jersey Council on Affordable Housing ("COAH"); applicable requirements of the Courts of the State of New Jersey; and all applicable regulations on affordability controls and other regulations of the New Jersey Housing and Mortgage Finance Agency ("NJHMFA"), including, without limitation, the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC"), except as to the very low income housing obligation, which shall be as required by the terms of this Agreement.

**Affordable Housing Component.** A total of 16 family, rental AHUs will be provided by the Development in one (1) building, 50% (8) of which will be available for very low income and low income households and the remainder of which (8) will be available to moderate income households as defined in the FHA and UHAC, and other applicable regulations. A minimum of 13% or three (3) of the 16 AHUs will be made available to very low income households, defined

as households earning 30% or less of the regional median income by household size. The Developer may provide a preference for low and moderate households of which a member of that household is a veteran as permitted under N.J.S.A. 52:27D-311 for up to 50% of the AHU's. The Township agrees to adopt any ordinances or resolutions necessary to support this preference.

**Concept Plans.** The Development Plan for the Property dated February 28, 2020, revised through July 31, 2020, and attached hereto as Exhibit B.

**Developer.** U.S. Home Corporation d/b/a Lennar and/or its successors, transferees and/or assigns.

**Development.** A development containing 106 total dwelling units constructed in accordance with the Revised Ordinance attached as Exhibit A. The Developer shall seek approvals for a development consistent with the Concept Plans dated February 28, 2020, revised through July 31, 2020, consisting of five (5) sheets which is attached hereto as Exhibit B and consisting of an aggregate 106 on-site dwelling units consisting of (a) 90 three and four bedroom, market-rate, non-age restricted ownership units, with up to 38 market rate units having possible 4 bedrooms by conversion of either basement (Arcadia) or Rec room (Pinehurst), as shown on Exhibit C floor plans consisting of eleven (11) sheets and (b) an affordable housing component comprised of a single building with sixteen (16) non age-restricted, rental AHUs, of which three (3) shall be one bedroom units, nine (9) shall be two bedroom units and four (4) shall be three bedroom units. Three (3) AHUs shall be reserved for occupancy by very low income households. The AHUs shall be governed by controls on affordability and affirmatively marketed in conformance with the UHAC or any successor statutes or regulations, except as to the very low income housing obligation, which shall be as required by the terms of this Agreement.

**Residential Unit.** All residential units constructed in the Development, including the AHU's therein.

**Revised Ordinance.** The Revised Ordinance to be adopted by the Township attached as Exhibit A, which rezones the Property as the T-6 Zone.

#### **IV. TOWNSHIP'S OBLIGATIONS**

A. Within one hundred and twenty (120) days of the date of the Court Order approving this Settlement Agreement, as set forth in Section VIII of this Agreement, the Township shall introduce and adopt the Revised Ordinance attached hereto as Exhibit A, rezoning the Property as set forth therein. The Township will take necessary actions to reconcile the Master Plan and the new zoning development designation as set forth in the Revised Ordinance, in accord with N.J.S.A. 40:55D-62(a). If the Revised Ordinance is not adopted by the Township within the time period set forth above, this Agreement shall be deemed terminated and shall be of no further force and effect and the parties shall return to their respective positions as if this Settlement Agreement had not been executed by the parties. If the Township does adopt the Revised Ordinance in accordance with this Agreement, but the same is challenged by a third party, the parties hereto agree to fully defend the Revised Ordinance at their respective cost and expense.

B. After the adoption of the Revised Ordinance, the Township shall at the appropriate time thereafter take all necessary actions to have the Planning Board adopt a HEFSP that will include the Property as rezoned in accordance with Revised Ordinance (Exhibit A). The Township shall endorse such amendment for the purposes of requesting a Judgment of Compliance and Repose from the Court in the Litigation for a period of ten years.

C. The Township shall not oppose and shall cooperate with the Developer's efforts to obtain all required governmental approvals and permits from all relevant public entities and utilities for the Development, provided the development proposed by the Developer is consistent with the Concept Plans (Exhibit B) and consistent with the Revised Ordinance (Exhibit A) except for de minimus bulk variances and waivers resulting from the final engineering design of the Development, provided however that the Developer shall not seek any variances as to use or to increase the density, the residential building type (Townhouses, Vertical Flats and Interlocking Dwellings), the aggregate number of units or the height or stories of buildings as such terms are defined in the Revised Ordinance.

D. The Township represents that it has sufficient water allocation for the Developer's project with a total estimated average demand of 36,765 GPD and total estimated peak demand of 110,295 GPD, and will cooperate with the Developer to obtain approvals for sewer treatment for the project from the Rockaway Valley Regional Sewerage Authority ("RVRSA") which provides sewer capacity on a first come, first served basis. The Developer recognizes and understands that it is obligated to undertake the studies and investigation necessary to determine (i) whether the water system has sufficient pressure and distribution capacity; and (ii) whether the sewerage conveyance system into which the sewerage collection system for the Development discharges has sufficient adequate conveyance capacity to enable the Township to adopt a resolution authorizing the execution of the Statement of Consent (WQM 003) necessary for the Developer to submit the TWA Permit Application to the RVRSA and to the New Jersey Department of Environmental Protection ("NJDEP"). Developer and the Township shall cooperate in identifying available sewer conveyance routes to serve the Project in the most cost effective manner possible. Specifically, Developer may pursue evaluation of the use of the Estling Lake

sewer line, provided Developer, Estling Lake Corporation and the Township agree to increase the sewer flow permitted by a certain Easement Agreement dated August 14, 2014 recorded in Deed book 22582 page 866 et seq. governing the use of the Estling Lake sewer line. Upon 48 hours prior notice to the Township Administrator, the Township shall allow access to its water and sewer system by the Developer's engineer to undertake any necessary investigation for these purposes. The Developer shall be responsible for all costs associated with the design, and installation of all off-tract and on-tract water and sewer improvements necessary for the Developer to provide public water and sewer to serve only the Development. The Township and Developer shall enter into a Developer's Agreement memorializing the on and off tract sewer improvements that shall be required to provide public water and sewer to serve only the Development. The Township represents that, subject to the terms and conditions of this Agreement, it will cooperate with the Developer to obtain TWA approval from the NJDEP and for Bureau of Water System Engineering approval from the NJDEP for potable water with a total estimated average demand of 36,765 GPD and total estimated peak demand of 110,295 GPD.

E. Upon the receipt by the Planning Board of a complete application from the Developer for site plan approval consistent with the Concept Plans (Exhibit B) and consistent with the Revised Ordinance (Exhibit A), except for de minimus bulk variances and waivers resulting only from the detailed final engineering design of the Development, provided however that the Developer shall not seek any variances as to use or to increase the density, the residential building type (Townhouses, Vertical Flats and Interlocking Dwellings), the aggregate number of units or the height or stories of buildings as such terms are defined in the Revised Ordinance, the Township shall take such actions as permitted by law to assist the Planning Board to expeditiously process the Developer's application, including completeness review, schedule the

matter for public hearing and render a decision thereon in accordance with the time requirements of the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq.

F. In the event there is a dispute as to any requirement imposed on the Developer through the subdivision and site plan review process that creates a “cost generation”, as that term is defined in N.J.A.C. 5:93-10.1, et seq., Developer reserves the right to seek a judicial determination of whether such imposition constitutes an impermissible cost generative requirement in accord with the standards set forth in N.J.A.C. 5:93-10.2. Developer acknowledges that the T-6 Ordinance attached as Exhibit A and the current Land Development Ordinances of the Township of Denville are not cost generative and do not impose impermissible cost generative requirements. Developer retains all rights pursuant to the Municipal Land Use Law to contest escrow charges imposed during the development review process.

G. The Township and Developer agree that the proposed Development plan contemplated by this Settlement Agreement will require that certain paper streets (the “Paper Streets”) be vacated by the Township. The Paper Streets are identified in Exhibit D and shall be further described in a legal description, which shall be prepared by Developer at its sole cost and expense. The Ordinance vacating the Paper Streets shall be introduced and considered for adoption within one hundred and twenty (120) days following the adoption of the Revised Ordinance.

## **V. DEVELOPER'S OBLIGATIONS AND REPRESENTATIONS.**

A. The Developer agrees to file with the Township Planning Board a complete application for site plan approval consistent with the Revised Ordinance (Exhibit A), the Concept Plans (Exhibit B) and consistent with the Building Elevations and Profiles (Exhibit C), except for de minimus bulk variances and waivers resulting from the final engineering design of the

Development, provided however that the Developer shall not seek any variances as to use or to increase the density, the residential building type (Townhouses, Vertical Flats and Interlocking Dwellings), the aggregate number of units or the height or stories of buildings as such terms are defined in the Revised Ordinance. The Developer shall file such an application within one hundred and twenty (120) days of the final and unappealable adoption of the Revised Ordinance and agrees to diligently pursue said application before the Planning Board to its conclusion. The Township agrees to support Developer's application, which shall be processed expeditiously by the Planning Board in accord with the timeframes for application review pursuant to the Municipal Land Use Law. The parties acknowledge that the appearance of the Development, including specifically the height of the buildings, constitute significant areas of concern for the Township. Therefore, it is an essential and significant element of this Agreement that any development application presented to the Planning Board shall be consistent with the Revised Ordinance (Exhibit A), the Concept Plans (Exhibit B) and with the Building Elevations and Profiles (Exhibit C), except for de minimus bulk variances and waivers resulting only from the final engineering design of the Development, provided however that the Developer shall not seek any variances as to use or to increase the density, the residential building type (Townhouses, Vertical Flats and Interlocking Dwellings), the aggregate number of units or the height or stories of buildings as such terms are defined in the Revised Ordinance.

B. The Developer shall provide a Deed Restriction for the AHUs providing, among other things, that the AHUs are subject to affordability controls for a minimum of thirty (30) years, and until the municipality elects to release the controls, and shall be governed by the controls on affordability set forth in the UHAC and/or any successor statutes or regulations, except as to the requirement to make a minimum of 13% or three (3) of the AHU's available to

very low income households, which shall be as required by the terms of this Agreement and applicable New Jersey statutes. The Developer shall identify the location of all of the AHUs in the Development on the site plan/architectural plans. All deeds and restrictions regarding affordability controls shall be reviewed and approved by the Township's special counsel on affordable housing matters for compliance with applicable legal requirements.

C. The Developer shall utilize an Administrative Agent approved by the State of New Jersey, Department of Community Affairs or the former New Jersey Council on Affordable Housing to affirmatively market the AHUs in accordance with UHAC, and/or any successor statutes or regulations, and ensure that current regulations are followed with regard to the marketing/leasing of the AHUs, all at the sole cost and expense of the Developer irrespective of the ultimate provider of those services.

D. The Developer shall construct the 16 AHUs (15% set-aside) in a single building pursuant to the following construction phasing schedule. Prior to the issuance of a certificate of occupancy for the 24th market rate Residential Unit, the Developer shall have applied for and received a building permit and commenced construction of the Affordable Units. Prior to the issuance of a certificate of occupancy for the 45th market rate Residential Unit, certificates of occupancy must be issued for 8 AHUs. Prior to the issuance of a certificate of occupancy for the 68th market rate Residential Unit, certificates of occupancy must be issued for all 16 AHUs.

## **VI. DEVELOPER'S ENVIRONMENTAL OBLIGATIONS**

A. The Developer shall comply with all conditions of any and all permits issued in connection with any remediation of the Property and all applicable environmental laws, rules and regulations, including but not limited to, the Site Remediation Reform Act, N.J.S.A. 58:10C-1, et seq. ("SRRA"); Brownfield and Contaminated Sites Remediation Act, N.J.S.A. 58:10B-1, et seq.

("BCSRA"); Industrial Site Recovery Act, N.J.S.A. 13:1K-6, et seq. ("ISRA"); New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11, et seq. (the "Spill Act"); Underground Storage of Hazardous Substances Act, N.J.S.A. 58:10A-21, et seq.; Solid Waste Management Act, N.J.S.A. 13:1E-1, et seq.; Administrative Requirements for the Remediation of Contaminated Sites ("ARRCS"), N.J.A.C. 7:26C; Remediation Standards Rules, N.J.A.C. 7:26D; and the Technical Requirements for Site Remediation ("Technical Rules"), N.J.A.C. 7:26E, and including with particular regard to the requisite disclosure of the existence of any engineering controls which are implemented upon the Property to any subsequent owners and lessees (collectively, "Environmental Laws").

B. Any environmental condition on the Property necessitating remediation shall be performed and conducted pursuant to applicable environmental laws and regulations by a Licensed Site Remediation Professional. The Township shall bear no responsibility or liability for the costs of any remediation of environmental contamination on the Property. This Section shall not be construed as obligating the Developer to remediate any contaminates on or affecting the Property beyond that required by State law and regulations., and shall not be construed as a waiver of any claims Developer may have against any Responsible Party ( as defined by applicable law and regulations).

## **VII. FAIRNESS AND/OR COMPLIANCE HEARING.**

A. Prior to becoming effective, this Settlement Agreement must be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69(Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). If the Court does not approve this Settlement Agreement, then this Agreement shall be

deemed terminated and shall be of no further force and effect and the parties shall return to their respective positions as if the parties had not executed this Settlement Agreement. The Developer agrees to support the application for approval of this Settlement Agreement. Upon the Court's approval of this Agreement and the Township's adoption of the Revised Ordinance rezoning the Property substantially consistent with the Revised Ordinance (Exhibit A), the Developer agrees to support all future requests by the Township for approval of a HEFSP that includes the Development, as well any requests to obtain a Judgment of Compliance and Repose for a period of ten years.

B. Developer shall reimburse the Township for 25% of any attorney's fees or contribution negotiated to be paid by the Township to Fair Share Housing Center ("FSHC"), not to exceed Six Thousand Two Hundred and Fifty Dollars (\$6,250.00), in any settlement between the Township and FSHC within 10 days of the Court's approval of any such Settlement Agreement between the Township and FSHC.

#### **VIII. GENERAL PROVISIONS.**

A. **Cooperation.** The parties shall cooperate with each other and act in good faith in order to carry out the provisions of this Agreement.

B. **Defense of Agreement.** The parties shall fully cooperate with each other to defend the terms and conditions of this Agreement against any legal challenges filed, at their sole cost and expense.

C. **Entire Agreement.** This Agreement contains the entire agreement between the parties. No additions, changes or modifications, renewals or extensions hereof shall be binding unless reduced to writing and signed by the parties hereto.

D. **Parties Bound.** This Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

E. **Validity.** In the event that one or more of the provisions of this Agreement are held invalid, void or unenforceable, or the Court at a fairness hearing does not approve this Settlement Agreement, this Agreement shall become null and void and be of no legal effect.

F. **Recording.** Upon approval by the Court at a fairness and/or compliance hearing, the Township may record this Settlement Agreement in the office of the Morris County Clerk.

G. **Default and Remedies.** It shall be a default of this Agreement for any party to fail to perform any of its obligations as set forth in this Agreement unless another remedy or consequence is set forth herein.

a. Upon the occurrence of a Default, the adversely affected party shall provide written notice of said default to the defaulting party. The defaulting party shall have a reasonable opportunity to cure the default (“Cure Period”), but in no event shall said Cure Period exceed thirty (30) days or reasonable extension agreed to by the parties or as ordered by the Court. If the defaulting party has cured the default within the Cure Period, as may have been extended, there shall no longer be a Default.

b. Upon the occurrence of a Default, which has not been cured within the Cure Period, if any, the adversely affected party shall have the right to file a motion with the Court in aid of litigant’s rights pursuant to Rule 1:10-3 of the Rules Governing the Courts of the State of New Jersey.

c. If a Court determines that there has been a default by any party, which has not been cured within the Cure Period, if any, the defaulting party shall be responsible for the reasonable expenses incurred by the adversely affected party or parties in seeking a remedy for

the default, including, but not limited, to reasonable attorney's fees, any reasonably necessary professional costs and court costs.

**IX. PREPARATION.**

The parties acknowledge that they each have been represented by legal counsel with regard to the negotiation and preparation of this Agreement and that this Agreement has been prepared jointly by attorneys representing each party as a means of furthering the purposes set forth and therefore any presumption for resolving ambiguities against the drafter or any party shall not apply.

**X. NOTICE OF ACTIONS.**

The parties and their respective legal counsel agree to immediately provide each other with notice of any lawsuits, actions or governmental declarations, threatened or pending, by third parties of which they are actually aware, which may affect this Agreement or any specific provisions of this Agreement and/or any approvals and/or actions taken by the parties pursuant to the terms and conditions of this Agreement.

**XI. COUNTERPART SIGNATURES.**

This Agreement may be executed simultaneously or in one or more counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes. Facsimile counterparts shall be accepted and enforceable, provided that immediately following the delivery of a facsimile counterpart, the sending party shall deliver a counterpart with the original execution page.

**XII. TIME PERIODS; EXTENSIONS OF TIME.**

The Parties hereby agree that they will cooperate to effectuate the terms and conditions of this Agreement and to fulfill the Township's and the Developer's obligations required pursuant to

this Agreement. The parties agree that any time periods within which either party must perform its obligations or accomplish specific actions may be mutually extended by the parties with the consent of the Court where necessary. The parties acknowledge and agree that certain actions and obligations required under this Agreement are dependent on the actions of individuals and entities that are not a party to this Agreement. The parties acknowledge that the Covid-19 outbreak and State issued closure and “stay at home” orders (“State Orders”) may preclude municipal public meetings. In that event, the Township will endeavor to conduct meetings remotely. In the event remote meetings are not feasible, all timeframes for performance dependent on public hearings shall be a force majeure event tolling performance times during the period of the State Orders.

### **XIII. NOTICE.**

All notices required under this Agreement shall be in writing and shall be given by Certified Mail, return receipt requested, or by recognized overnight personal carriers, such as Federal Express, with a proof of receipt, and in addition thereto, and not in lieu of written notice as provided above, where feasible, the delivery party shall provide either a facsimile delivering or an e-mail attachment. All notices shall be deemed received upon the date of delivery, which is set forth in such certified proof and at all times for performance based upon notice shall be from the date set forth in such proof of delivery. The persons and entities to receive notice shall be as follows:

If to Lennar:

U.S. Home Corporation d/b/a Lennar  
Lennar Attn: Robert Calabro  
2465 Kuser Road – 3rd Floor  
Hamilton, NJ 08690  
Phone: (609) 245-2212  
E-Mail: Robert.calabro@lennar.com

U.S Home Corporation d/b/a  
700 N.W. 107<sup>th</sup> Avenue  
Miami, Florida 33172  
Attention: Corporate Counsel  
Phone: (305) 229-6584  
Email: mark.sustana@lennar.com

With a Required Copy to:

Henry Kent-Smith, Esq.  
Fox Rothschild LLP  
997 Lenox Drive, Building 3  
Lawrenceville, New Jersey 08648  
Email: HKent-Smith@foxrothschild.com  
Facsimile No. (609) 896-1469

If to the Township of Denville:

Township of Denville  
1 St. Mary's Place  
Denville, New Jersey 07834  
Attn: Steven Ward  
E-mail: sward@denvillenj.org  
Facsimile No.:

With a Required Copy to:

Edward J. Buzak, Esq.  
The Buzak Law Group, LLC  
150 River Road, Suite N-4  
Montville, NJ 07045  
Email: ejbuzak@buzaklawgroup.com  
Facsimile No. (973) 335-1145

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**IN WITNESS WHEREOF**, the parties have executed this Agreement consistent with applicable law on the day and year written below their names:

ATTEST:

**TOWNSHIP OF DENVILLE**

\_\_\_\_\_  
Tara Pettoni, Township Clerk

\_\_\_\_\_  
Thomas Andes, Mayor

ATTEST:

**U.S. HOME CORPORATION d/b/a  
LENNAR**

\_\_\_\_\_  
Print name and title below signature

\_\_\_\_\_  
Robert Calabro, Vice President



STATE OF NEW JERSEY                   |  
  | SS  
COUNTY OF \_\_\_\_\_ |

I CERTIFY that on the \_\_\_\_\_ day of August, 2020,

\_\_\_\_\_ personally came before me, and this person acknowledged under oath to my satisfaction that:

(a) this person is the \_\_\_\_\_ of U.S. Home Corporation d/b/a Lennar, the entity named in this document.

(b) this document was signed and delivered by Robert Calabro, as \_\_\_\_\_ of and on behalf of U.S. Home Corporation d/b/a Lennar as its voluntary act and deed duly authorized by its shareholders; and

(c) this person signed this proof to attest to the truth of the facts.

\_\_\_\_\_  
Robert Calabro, title

Sworn and subscribed to before  
me on the date aforesaid.

\_\_\_\_\_  
Print name and title below signature