THE PLAT OF
RENAISSANCE PLACE

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions (the "Declaration") is made and adopted as of the 15th day of November, 2000 by Mercurio Developers, Inc., an Ohio corporation with offices at 6465 Monroe Street, Suite K, Sylvania, Ohio 43560 (the "Owner").

RECITALS:

A. The Owner is the owner in fee simple of the real property located on Holland-Sylvania Road in Sylvania Township, Lucas County, Ohio, and legally described as lots numbers one (1) through nineteen (19), inclusive, and Buffer Lot A, in the Plat of Renaissance Place, a Subdivision in Sylvania Township, Lucas County, Ohio (the "Property").

B. The Owner desires to establish a general plan for the development, use and maintenance of the Property as a first-class, high quality office, retail and commercial complex known as Renaissance Place, and to establish restrictions upon the manner of use, improvement and enjoyment of the Property which will make the Property attractive for its intended purposes and will protect present and future owners of land within the Property in their enjoyment and use of the Property for said intended purposes.

C. The term "lot" as used in this Declaration shall be construed to mean any legally separate and distinct parcel of real estate within the Property.

D. The term "common area(s)" as used in this Declaration shall be construed to mean those areas or portions of the Property intended for the common and non-exclusive use, enjoyment and benefit of all present and future owners of lots within the Property, and designated as open space, boulevard entrance or common areas (a) on any plat or plate of the Property or any portion thereof, or (b) by any other recorded instrument.

NOW, THEREFORE, in consideration of the enhancement in value of the Property by reason of the adoption of this Declaration, Owner does for itself and its successors and assigns, hereby declare, covenant and stipulate that the Property and all lands comprising the
Property, shall be subject to and shall hereafter be conveyed by Owner, its successors and assigns, and their respective heirs, executors, administrators, personal representatives, successors and assigns, subject to the following covenants, conditions and restrictions:

ARTICLE I
USE OF LAND; LOCATION
OF BUILDINGS AND IMPROVEMENTS

1.1 Use Restrictions. The Property shall be developed, improved, maintained and used as a first-class, high quality office, retail and commercial complex, known as Renaissance Place. In particular, no building shall be erected and no portion of the Property shall be used for any use or purpose other than those purposes permitted under the provisions of all applicable zoning, building and other governmental ordinances, codes and regulations, as amended from time to time (the “Codes”).

1.2 Building Setback Lines. No building or structure or any part thereof shall be erected, placed or maintained on any lot in violation of any of the front, rear or side lot line(s) prescribed by the Codes or by any plat of the Property. No portion of any lot nearer to any street than said front, rear or side lot lines shall be used for any purpose other than that of a lawn; provided, however, that this covenant shall not be construed to prevent the use of such portions of lots for walks, drives, parking areas, trees, shrubbery, flowers, flower beds, ornamental plants and advertising signs or other structures which shall first have been approved as provided under Article II hereof.

1.3 Building Heights. No building shall be constructed on any lot which exceeds the maximum height permitted by the Codes.

1.4 Underground Utility Service. All electric, television, cable and other utility lines and facilities servicing buildings or structures located at the Property shall be underground, except temporary lines and facilities utilized during the construction or rehabilitation of buildings or structures at the Property.

1.5 Signs or Advertising. No billboards, advertising signs, banners or other signs or displays (whether temporary or permanent) except for a sign identifying the name,
business and product of the firm occupying a particular lot and of a size, shape, color and illumination meeting the requirements of this Section 1-5 and of Article II hereof shall be erected, placed or maintained on any lot or on any building or other structure located within the Property. The Architectural Control Committee established pursuant to Article II hereof may, in its discretion, establish uniform standards of size, shape, color and illumination for all such signs and displays within the Property.

No billboards, advertising signs, banners or other signs or displays (whether temporary or permanent) shall be erected, placed or maintained at the Renaissance Place entrance to the Property from Holland-Sylvania Road or on any other common areas, provided, however, that until such time as Owner has sold or leased all of the lots (except Buffer Lot A), Owner reserves the right to place temporary advertising signs at the Renaissance Place entrance to the Property from Holland-Sylvania Road.

1.6 Loading Docks. Loading docks, if any, shall be so placed that trucks and other vehicles or machinery using such loading docks will at no time project into a public street, sidewalk, or off-street parking area when in the process of loading or unloading. In addition, no loading docks shall be placed on or along the front elevation of any building or structure located on any lot.

1.7 Outside Storage. No outside storage of equipment, machinery or building supplies or materials shall be permitted at the Property except during and in connection with the construction or rehabilitation of improvements at the Property, unless fully screened in such manner and with such materials as are approved by the Architectural Control Committee under Article II hereof.

1.8 Accessory Structures. All outside or rooftop air conditioning units, telecommunications systems and equipment, satellite dishes and other rooftop or outside accessory units or structures shall be approved by the Architectural Control Committee pursuant to Article II hereof, and if approved, shall be screened in such manner and with such materials as are stipulated by the Architectural Control Committee.
1.9 Emissions. No portion of the Property shall be used in any manner which
subjects adjacent lots to offensive noise, odors or emissions, except during and in connection
with the construction or rehabilitation of improvements at the Property.

1.10 General Maintenance. Notwithstanding any other provisions of this
Declaration, all of the lots within the Property shall be maintained in a first-class, high quality
manner, consistent with the standard for the Property as set forth in the Recitals, in Section 1.1
hereof, and in Article II hereof.

ARTICLE II
APPROVAL OF PLANS

2.1 Architectural Control Committee. Submission of Plans. The plans and
specifications for all buildings, structures and other improvements (including, but not limited to,
signs, fences, walls, driveways, sidewalks, hedges, advertising displays and other enclosures) to
be constructed or rehabilitated at or within the Property shall be submitted for examination to the
Renaissance Place Architectural Control Committee (the “Architectural Control Committee”),
and written approval of the Architectural Control Committee to such plans and specifications
shall be obtained before any such building, structure or improvement (including but not limited
to all required driveways and sidewalks) shall be constructed or placed upon any lot and before
any material addition, change or alteration may be made to any building or other structure then
situated on a lot. The submitted plans and specifications shall be prepared by a competent
architect, shall show (a) the size, location, type, architectural design, quality, cost, use, construction and material color scheme of the building, structure, improvement, addition, change or alteration, (b) the landscaping plan for the lot, including an underground sprinkler system, (c) the grading plan for the lot, and (d) the finished grade elevation thereof. Unless otherwise
required by the Architectural Control Committee, three (3) sets of such plans and specifications
shall be submitted for such committee’s review. The Architectural Control Committee shall
approve, reject or approve with modifications all such plans and specifications within thirty (30)
days after submission thereof. The failure of the Architectural Control Committee to so respond within such time period shall be deemed to be a disapproval of the submission.

2.2 Membership of Architectural Control Committee. The Architectural Control Committee shall initially be the Owner, and thereafter the Architectural Control Committee shall consist of such member or members as may be designated and appointed by the Owner from time to time.

2.3 Architectural Standards, Harmonious Plan. In requiring the submission of detailed plans and specifications as herein set forth, the Owner intends to assure the development of the Property as a high quality and architecturally harmonious and desirable complex, with all buildings and structures to be constructed in such architectural styles, of such materials, and such colors, and located in such manner as to, in the judgment of the Architectural Control Committee, compliment one another and promote the harmony and desirability of the Property as a whole. In approving or withholding its approval of any detailed plans and specifications so submitted, the Architectural Control Committee shall have the right to consider the compliance of the proposed building, structure, improvement, addition, change or alteration with this Declaration, the suitability of the proposed improvement and of the materials of which it is to be built to the lot upon which it is proposed to be erected or added, the appropriateness and harmony of the improvement contemplated in relation to improvements on contiguous or adjacent lots and in relation to the general plan for the development of the Property, its architectural merits, the effect of the proposed improvement on the outlook from adjacent or neighboring lots, the extent to which its location, configuration and landscaping preserve the natural attributes (including any trees thereon) of the lot, and such other matters as may be deemed to be in the interest and to the benefit of the owners of lots in the Property as a whole.

2.4 Establishment of Grades. The Architectural Control Committee shall have the right to establish grades, slopes and swales on all lots and to fix the grade at which any building or structure shall thereafter be erected or placed thereon, so that the same may conform to the general plan for the development and use of the Property.
2.5 **Landscaping.** All landscaping shall be fully installed and completed, pursuant to the landscaping plan approved by the Architectural Control Committee, not later than one hundred eighty (180) days following the date of occupancy of any building, structure or addition.

2.6 **Construction in Absence or Violation of Approved Plan.** In all instances where plans and specifications are required to be submitted to and approved by the Architectural Control Committee, if an improvement is constructed without first obtaining such approval, or, if subsequent to receiving such approval there shall be determined to be any material variance from the approved plans and specifications in the actual construction or location of the improvement without the written consent of the Architectural Control Committee, such non-approved improvement shall be deemed a violation of this Declaration ("Violation"). In such event, the Architectural Control Committee shall have the right and option to provide notice of such Violation to the owner of the lot in question by filing and recording in the public records at the Office of the Recorder of Lucas County, Ohio, a "Notice of Violation" identifying the owner of the lot and the description of the lot upon which the Architectural Control Committee has determined that a Violation has occurred, and a copy of said Notice of Violation shall be delivered to the owner of said lot within thirty (30) days after filing.

2.7 **Waiver of Restrictions.** Each lot owner, by acceptance of a deed to a lot at the Property, agrees and consents for itself and for its heirs, executors, administrators, personal representatives, successors and assigns, that if, in the opinion of the Architectural Control Committee, the shape, dimensions, location of natural features such as trees, or topography of any lot is such that a strict construction or enforcement of any provision of this Declaration would work a hardship, said Committee may, in writing, grant waivers from this Declaration as to such lot.

2.8 **Architectural Control Committee not Liable for Determinations.** Although the Architectural Control Committee is granted in this Article II and elsewhere in this Declaration certain discretion and rights of approval, disapproval, determination and
interpretation, the Owner does hereby for itself, its successors and assigns, and their respective heirs, executors, administrators, personal representatives, successors, assigns and successors in the ownership of all of the lots at the Property, release and forever discharge the Architectural Control Committee and its successors and assigns, from any claims they may have against the Architectural Control Committee and said successors and assigns arising out of the exercise by the Architectural Control Committee or its said successors and assigns of such discretion and such rights of approval, disapproval, determination and interpretation and/or for the failure of the Architectural Control Committee or its said successors and assigns to exercise such discretion, rights of approval, disapproval, determination and interpretation.

2.9 Guidelines for Approval of Plans and Specifications. The Owner and/or the Architectural Control Committee shall have the right, from time to time, to promulgate, establish and publish guidelines for approval of plans and specifications (the "Guidelines"). Such Guidelines shall further describe and delineate the types of architectural styles, materials, colors, components and amenities that will be required or recommended to be addressed and/or included in the detailed plans and specifications.

2.10 Assignment of Rights by Owner. At any time, the Owner shall have the right to assign its rights, duties and privileges under this Article II to any person or entity, and all duties, rights, privileges and powers under this Article II shall thereupon be binding upon and inure to the benefit of the assignee.

ARTICLE III
MAINTENANCE POWERS AND RIGHTS OF OWNER

3.1 Powers and Rights. The Owner shall have the following powers and rights with respect to the Property and the common areas:

(a) to enforce all provisions hereof, all provisions of the Guidelines, and all regulations which the Owner or the Architectural Control Committee may promulgate from time to time with respect to any and all of the common areas;

(b) to establish and collect assessments and disburse and dispose of funds, as herein provided;
(c) to prepare or cause to be prepared, on an annual basis, estimated budgets and determinations of the method of payment of assessments for the upcoming year;

(d) to keep a full and correct set of books of account, and to make said books of account available for inspection by any lot owner or lot owner's representative at reasonable times during normal business hours;

(e) to prepare annual financial statements;

(f) to improve, maintain, alter and remove any and all facilities on the common areas;

(g) to provide lighting, sweeping, cleaning, trash pickup, grass cutting, landscaping, maintenance and other similar services within the common areas and the adjacent public rights of way;

(h) to contract for the management and maintenance of any of the common areas and the adjacent public rights of way;

(i) to pay all real estate taxes and installments of assessments with respect to the common areas;

(j) to pay all expenses associated with electrical, water, sewers, fuel or other utility services to the common areas;

(k) to maintain all necessary fire, property and public liability insurance with respect to the common areas; and

(l) to do all acts and things reasonably necessary to carry out the powers and rights set forth in this Section 3.1.

3.2 Rights of Lot Owners to Use Common Areas. Each lot owner, in common with all other lot owners, shall have the right to use the common areas for all purposes incident to the use and occupancy of such owner's lot and shall have a non-exclusive easement together with the other owners of lots to the use and enjoyment of the common areas. All lot owners shall use the common areas in such manner as will not restrict, impede or interfere with the use thereof by other lot owners. As used in this Section 3.2, the term "lot owners" shall include the owners of the lots and their respective tenants, visitors, guests, invitees and licensees.

3.3 Owner's Assignment of Rights. The Owner shall be permitted, at any time, to convey and assign all of its rights and duties hereunder to (a) an Ohio non-profit corporation which shall thereafter act and function as a property owners' association, and whose membership shall be the owners, from time to time, of all the lots within the Property, or (b) any
other person or entity that may be designated by Owner. In addition, the Owner or any other
owner of all or a portion of the common areas shall have the right, at any time, to convey fee
simple title to all or any portion of the common areas to such property owners’ association or
other person or entity.

3.4 Buffer Lot. Buffer Lot A is hereby dedicated to the Board of Lucas
County Commissioners for public use, provided that such dedication of Buffer Lot A is solely for
the purpose of prohibiting access until such time as the abutting right-of-way is dedicated over
the adjoining land and/or the adjoining land is platted.

ARTICLE IV
ASSESSMENTS

4.1 Annual Assessments. Each lot within the Property shall be subject to a
yearly assessment in such amount as may be annually determined by the Owner, subject to the
maximum amounts set forth in this Section 4.1. The amount of such assessment shall be based
upon each lot’s pro rata share of the Property’s annual operating budget. For purposes hereof,
each lot’s pro rata share shall be one-nineteenth (1/19th), i.e., 5.263%.

The annual assessment for each calendar year shall be determined by the Owner
prior to the end of the preceding calendar year and shall be payable to the Owner on or before the
first day of May of each calendar year for such year. The annual assessments may be increased,
decreased or adjusted from year to year by the Owner as the interests of the lot owners may, in
the Owner’s judgment, require, provided, however, that until January 1, 2002, the maximum
annual assessment for any lot shall be $200.00 per lot; provided further, that from and after
January 1, 2002, the maximum annual assessment for each year shall be 10% above the
maximum annual assessment for the previous year.

4.2 Application of Annual Assessments. Consistent with the powers and
rights of the Owner under Section 3.1 hereof, the annual assessments shall be applied only
toward payment of the following costs and expenses:

(a) the improvement, maintenance, alteration and removal of all lands,
casesments, facilities, buildings, structures and improvements which
comprise the common areas, and including the employment of personnel to maintain, guard and police the same, and the provision of lighting, sweeping, cleaning, trash pickup, landscaping and other similar services within the common areas;

(b) all taxes, assessments, fees and other charges that may be levied or assessed by any governmental body against the common areas;

(c) reasonable costs and expenses of collecting assessments provided for under this Article IV, obtaining and providing necessary insurance coverages, establishing and maintaining a contingency reserve for common area maintenance and improvements, and any and all other costs and expenses which the Owner may determine from time to time to be for the general benefit and in the best interest of the owners of lots within the Property; and

(d) all other costs and expenses reasonably related to the carrying out by the Owner of its powers, rights and duties.

The Owner shall exercise its discretion and judgment as to the amount of its funds to be expended in connection with each of the purposes for which its funds are collected, and its discretion in reference thereto shall be binding upon all interested parties.

4.3 Special Assessments. Each lot within the Property shall also be subject to special assessments in such reasonable amounts as the Owner may determine, from time to time, as being necessary to pay for unusual or non-recurring costs and expenses of maintaining, repairing, replacing and operating the common areas. Such special assessments, when collected by the Owner, shall be held in and disbursed from a separately maintained account. The amount of any such special assessment to be incurred by a lot shall be based upon such lot's pro rata share thereof as determined in accordance with the formula set forth in Section 4.1 hereof. Special assessments may be determined by the Owner at any time, and shall be payable by the lot owners to the Owner on or before that date occurring sixty (60) days after such determination is made by the Owner. Notwithstanding anything else contained herein, the Owner shall not determine and make any special assessments in an amount greater than $500.00 per lot without the approving vote or written consent of lot owners representing not less than a majority of the lots.

4.4 Lien to Secure Payment of Assessments. The Owner shall have a perpetual lien upon the lots within the Property to secure the payment of the annual assessments
and any special assessments, and each such annual assessment and/or special assessment shall also be the personal obligation of the owner (and the joint and several obligation of the owners) of each lot at the time when the assessment falls due. If default occurs in the payment of any annual assessment or special assessment for a period of sixty (60) days after its due date, a “Notice of Lien” in substantially the following form may be filed and recorded in the lien records at the Office of the Recorder of Lucas County, Ohio:

NOTICE OF LIEN

Notice is hereby given that claims a lien for unpaid annual assessments and/or special assessments for the year(s) _______ in the amount of $_______ against the following described premises:

(insert legal description)

By ________________________________

STATE OF OHIO

) ) SS:

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this _______ day of _________, 20____ by ________________________________, of an Ohio corporation, on behalf of the corporation.

______________________________
Notary Public

In the event any annual assessment(s) and/or special assessment(s) is/are not paid when due, the Owner may, when and as often as such delinquencies occur, proceed by process of law to collect the amount then due (including its costs and expenses of said collection, and attorney fees) by foreclosure of the above-described lien, or otherwise. No owner may waive or otherwise escape liability for any annual
assessments) or special assessment(s) by non-use of the common areas and/or the adjacent public rights of way or by abandonment of a lot. The lien of the annual assessments and special assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or conveyance of any lot shall not affect said lien(s) or relieve any lot from the liability for any assessments thereafter becoming due or from the lien thereof; provided, however, that the sale or conveyance of any lot pursuant to foreclosure of a first mortgage shall extinguish the above-described lien as to payments which became due prior to such sale or conveyance.

4.5 Prorations: Certificates. Annual assessments and special assessments shall be prorated between the owners of parts of lots in accordance with the proportion which the area of the lot to which each owner holds legal title bears to the total area of the lot against which the annual assessment or special assessment is made. Upon demand of any lot owner and after payment of a reasonable charge therefor, the Owner shall promptly issue a certificate setting forth whether all annual and special assessments have been paid for such owner’s lot, and, if not, the total amount of any unpaid assessments. Any such certificate stating that all assessments have been paid shall be conclusive evidence of such payment.

ARTICLE V
EASEMENTS

5.1 Reservation of Easement Rights. The Owner reserves to itself and to its successors and assigns, easements and rights of way for the construction, operation, maintenance, repair and replacement of electrical, telephone and telegraph wires and conduits (which shall, except as otherwise approved under Article II hereof, be underground facilities), sewers, swales and conduits, for storm water and sanitary purposes, gas and water mains, roadways and for any other facility or utility deemed convenient or necessary by the Owner or its successors or assigns for the service of the Property. Said reserved easements and rights of way shall be on, over or under (a) Buffer Lot A and the other common areas, (b) those portions of the lots adjacent and contiguous to all dedicated public roadways and rights of way (now existing or
hereafter established) abutting the lots within the Property, and (c) those areas designated on the
plat of the Property as “Easement,” “Sanitary Sewer Easement,” “Drainage Easement,” “Utility
Easement,” or language of similar import. Owner also reserves to itself and to its successors and
assigns, the right to assign the use of any or all of said easements and rights of way on an
exclusive or non-exclusive basis to any person, firm or corporation furnishing any one or more of
the aforesaid facilities or utilities. Upon request of the Architectural Control Committee, the
owner (or lessee) of any lot shall join in and execute any document assigning such easement
rights. The Architectural Control Committee and its successors and assigns shall have the right
to go upon such easement areas from time to time to install, maintain and repair such equipment,
improvements and facilities.

5.2 Anti-Vehicular Access Easement. The two-foot (2') anti-vehicular access
easement on lots one (1) and nineteen (19) shall be subject to use and administration by the
Lucas County Board of Commissioners for the sole express purpose of preventing and
eliminating vehicular access to adjacent streets.

ARTICLE VI
DURATION AND AMENDMENTS

6.1 Term. This Declaration shall run with the land and shall be binding upon
the Owner, all persons claiming under or through the Owner, all other parties who acquire title to
any lots (or parts thereof) within the Property, and all other persons claiming ownership,
possession or use of the Property or any portion thereof, until December 31, 2020, at which time
this Declaration shall be automatically extended for successive periods of ten (10) years.

6.2 Amendments. This Declaration may be amended from time to time, but
only upon and with the written approval of the then owners of not less than a majority of the lots
within the Property. Any amendments referred to in this Section 6.2 shall become effective only
upon the filing with the Office of the Lucas County Recorder of an instrument stating the
amendment and signed by all approving lot owners with the formalities required by law.
ARTICLE VII
MISCELLANEOUS

7.1 Subordination. All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter encumbering any lot or any portion of the Property, and none of said restrictions, covenants, conditions, agreements or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. If any lot or any portion of the Property is acquired in lieu of foreclosure or is sold under foreclosure of any mortgage or under any judicial sale, any purchaser at such sale and the executors, administrators, personal representatives, successors and assigns of such purchaser, shall hold said lot or portion of the Property so purchased or acquired subject to all of the restrictions, covenants, conditions, agreements and other provisions of this Declaration.

7.2 Violations Unlawful. Any violation (including but not limited to violations described in Section 2.6) or attempt to violate this Declaration or any provision hereof shall be unlawful. The Owner, the Architectural Control Committee or any person or persons owning any lot at the Property may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any provision of this Declaration to prevent such person or persons from so doing, to cause the removal or correction of such violation and/or to recover damages for such violation or attempted violation.

7.3 Saving Clause. The invalidation or unenforceability of any provision(s) of this Declaration by judgment, court order, amendment heretofore by act of the owners of lots within the Property or otherwise, shall not affect any of the other provisions contained herein, which shall remain in full force and effect.

7.4 Transfers Subject to Declaration. All transfers and conveyances of each and every lot or any part thereof shall be subject to this Declaration.

7.5 Notices. Any notice required to be sent to any owner of a lot or any part thereof or to the Owner or to the Architectural Control Committee shall be deemed to have been
properly sent when mailed, postpaid, to the last known address of the person who appears as such owner or to the Owner or to any member of the Architectural Control Committee as such address appears on the applicable public record or on the records of the Architectural Control Committee.

7.6 Owners' Rights Assignable. The rights, privileges and powers granted herein to, and reserved by, the Owner shall be assignable and shall inure to the benefit of the successors and assigns of the Owner.

7.7 No Subdivision of Lots Without Consent. No owner of any lot shall subdivide the same or convey less than the whole of any lot without first obtaining the written consent of the Architectural Control Committee, its successors and assigns, which shall permit such conveyance if, in its judgment, the lot or common area so created by such subdivision will permit construction thereon or development or use thereof which will be in conformity with the development of the Property contemplated by and as set forth in this Declaration. This Section 7.7, however, shall not apply to initial subdivisions and conveyances by the Owner or its successors and assigns.

7.8 No Waiver of Violations. No provisions hereof shall be abrogated or waived by any failure to enforce any of the same, no matter how many violations or breaches may occur.

7.9 Interpretation. In the event of any question of interpretation hereunder, the Owner shall have the right to construe and interpret this Declaration, and its construction or interpretation, in good faith, shall be final and binding as to all persons and property benefited or bound by this Declaration.

7.10 Section Headings. The section headings contained herein have been inserted for convenience of reference only and are not to be used in the construction and/or interpretation of this Declaration.
The foregoing instrument was acknowledged before me the 15th day of November, 2009, by
\[\text{[signature]}\]

RECEIVED & RECORDED
NOV 15 2009
9:42

IN WITNESS WHEREOF, the Owner, acting by and through its duly authorized representative, has caused this Declaration to be executed:

[signature]

By: [signature]

MARCURO DEVELOPERS, INC.