



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

MAYOR

Yaniv Aronson

BOROUGH COUNCIL

Colleen Leonard, President
Tina Sokolowski, Vice-President
Robert Stokley, Senior Member
Anita Barton, Member
James Griffin, Member
Kathleen Kingsley, Member
Karen Tutino, Member

Stephanie Cecco
Borough Manager

November 16, 2021

VIA EMAIL ONLY (kevin@morethanthecurve.com)

Kevin Tierney
Burb Media
304 East Logan Street
Norristown, PA 19401

Re: Right-to-Know Request

Dear Mr. Tierney,

Thank you for writing to the Borough of Conshohocken with your request for information pursuant to the Pennsylvania Right-to-Know Law ("RTKL"), 65 P.S. § 67.101, *et. seq.*

This letter is a formal response to your Right-to-Know request, received on November 12, 2021. In your request, you asked for the following: "Any settlement agreement for 401-433 Washington Street involving apartments since 2010."

Your request is granted and documents responsive to your request are enclosed.

If you have any further questions, feel free to contact me at 610-828-1092.

Best regards,

Stephanie Cecco
Borough Manager
Right-to-Know Officer

SETTLEMENT AGREEMENT

This Settlement Agreement and Release ("Agreement") is made and entered into by and between 401 Washington Street Associates, L.P. ("401"), Washington Street Associates III, L.P. ("WSA III" and collectively with 401, "WSA") and the Borough of Conshohocken (the "Borough" and collectively with WSA, the "Parties") this 22ND day of OCTOBER, 2014.

BACKGROUND

The 401/433 Dispute

1. 401 is the record owner of certain real property located at 401 Washington Street in the Borough of Conshohocken (the "401 Property").
2. WSA III is the record owner of certain real property located at 433 Washington Street in the Borough of Conshohocken (the "433 Property" and collectively with the 401 Property, the "Property.")
3. WSA proposes to develop approximately 600 multi-family residential dwelling units, parking, certain amenities and related facilities at the Property (the "Development").
4. On or about June 28, 2013, 401/433 submitted an application (the "Conditional Use Application") to the Borough requesting conditional use approval to allow construction of the certain improvements and stormwater facilities at the 401/433 Property located in the floodway pursuant to Article 17 of the Conshohocken Zoning Ordinance.
5. In particular, 401/433 requested conditional use for: a) the installation of stormwater outfalls into the Schuylkill River (the "River") pursuant to §27-1705.5(D); b) permission to grade and/or regrade land, including the deposit of topsoils and the grades in relation to the installation of the improvements and the stormwater facilities pursuant to §27-1705.5(F);

and c) the installation of utility lines related to the installation of the improvements and stormwater facilities pursuant to § 27-17505.5(G).

6. The Borough Council of the Borough of Conshohocken (“Council”) convened a hearing on August 21, 2013 with regard to the 401/433 Application.

7. On or about October 16, 2013, Council voted to deny the 401/433 Application (the “Denial”).

8. 401/433 filed a timely appeal from the 401/433 Denial in the Court of Common Pleas of Montgomery County which is docketed at 2013-33624 (the “Appeal”).

9. Notwithstanding the Denial and subsequent Appeal, WSA continued to pursue certain land development approvals necessary for the Development.

10. On or about November 20, 2013, the Borough granted preliminary land development approval for the Development (the “Preliminary Approval”) prepared by Right Angle Engineering, dated May, 2013 (the “Preliminary Plans”). For demonstrative purposes, page 3, entitled “Overall Site Plan” of the Preliminary Plans is attached hereto as Exhibit “A”.

11. The Preliminary Plans proposed, among other things, 619 multi-family residential units.

12. The Preliminary Approval Plans were approved subject to conditions outlined in a December 11, 2013 letter to WSA by the Borough’s solicitor, Michael Savona.

13. Thereafter, WSA submitted an application for final land development which included plans prepared by Right Angle Engineering, with a last revision date of April 4, 2014 (the “Final Plans”). For demonstrative purposes, page 4 of the Final Plans, entitled “Overall Site Plan” is attached hereto as Exhibit “B.”

14. The Final Plans reflected the conditions imposed as part of the Preliminary Approval.

15. The Final Plans proposed 602 multi-family residential units.

16. The Final Land Development Plans were reviewed by:
 - a. The Montgomery County Planning Commission by virtue of their letter dated May 22, 2014
 - b. The Conshohocken Planning Commission at their May 27, 2014 and August 24, 2014 meetings.
 - c. The Conshohocken Borough Engineer by virtue of their letter dated May 22, 2014.
 - d. The Conshohocken Borough professional planner, KSK, by virtue of their letter dated June 24, 2014.

17. In response to the aforementioned reviews, WSA submitted revised the Final Plans, prepared by Right Angle Engineering, with a last revision date of August 29, 2014, which among other things, reduced the number of proposed residential dwelling units to 598 and eliminated above ground rain gardens in order to maximize the utility of riverfront open space, (the "Revised Final Plans). For demonstrative purposes, pages 4 and 5 of the Revised Final Plans entitled "Overall Site Plan" is attached hereto as Exhibit "C."

TERMS OF THE SETTMENT

18. The Parties desire to avoid the cost and expense of additional litigation relating to the Disputes and have agreed to settle and release all claims they may have against each other and execute this Agreement in order to memorialize the terms of this Agreement.

19. Final land development approval, including all waivers, zoning relief, conditional use approval and all other Borough approvals necessary for the Development of the Property consistent with the plans attached hereto as Exhibit "C" ("the Plan") is hereby granted and approved by Borough Council, subject to all of the terms and conditions set forth under this

Agreement. As a part of this approval, the final record plans are hereby approved for recording upon final review and approval by the Borough Engineer and Borough Solicitor.

20. WSA shall pay a general impact fee to the Borough in the amount of \$2,510.00 per residential dwelling unit (the "Impact Fee"). These Impact Fees will be paid at the time a building permit is issued for vertical construction of the proposed residential building. For example, when a building permit is issued for vertical construction of a building that will contain 150 residential units, an Impact Fee of \$376,500.00 will be paid.

21. The requirements of section 804 of the Borough's Subdivision and Land Development Ordinance (the "SALDO") for the Development and the Property are satisfied pursuant to the proposed offer to dedicate riverfront land to the Borough or an easement for the public's benefit on such property. The respective landowners shall retain the obligation to maintain such land. The dedication provided under this paragraph shall be in the form of a fee simple conveyance of the riverfront portions of the Property located in the Borough from WSA to the Borough. To the extent that subdivision of the required riverfront property is required, such subdivision is approved under the terms of this Agreement, subject to final review and approval of an appropriate minor subdivision plan for each conveyance by the Borough Engineer and Borough Solicitor.

22. WSA will convey easements to Borough across the Property in order to confirm public access to the riverfront areas and riverfront trails.

23. WSA agrees that it shall modify the Plan to include the construction of certain public amenities on the riverfront land to be dedicated to the Borough. The public amenities shall include an elevated wooden boardwalk walkway, not less than ten (10) feet wide and running the entire width of the Property, to be located at or near the top of the bank of the Schuylkill River, as well as a floating walkway, similar to the boat launch located at the Conshohocken Rowing Center, to be used for pedestrian access only, subject to the following conditions: 1) The

exclusion of additional impervious coverage from zoning calculations; 2) The waiver of any requirement to obtain conditional use as these will be Borough amenities; 3) Approval from DEP and/or the Army Corps of Engineers as applicable; 4) Final design approval of the boardwalk and pedestrian river walk by the Borough on or before January 31, 2015; 5) Subject to outside agency approvals, Public Amenity construction must be commenced during construction of the first phase of development, however commencement of construction of phase one improvements shall not be delayed by the construction of any public amenities; and 6) WSA shall be given full credit for the cost of the construction of the public amenities under this paragraph against the payment of any general impact fees under paragraph 20. In no event shall the costs of the public amenities exceed the total impact fees under paragraph 20.

24. WSA, its successors or assigns, shall agree to accept bids for the construction of any and all improvements at the 401 and 433 Properties on an open shop basis.

25. WSA will revise the Plans to demonstrate that any and all storm water which is proposed to be discharged from the Property into the Schuylkill River shall first be captured and cleaned by appropriate and acceptable storm water best management practices, approved by the Borough Engineer, prior to discharge into the Schuylkill River

26. WSA agrees that no less than 50 of the residential units proposed for the 401 Property and 50 of the units proposed for the 433 Property will be furnished and made available for rental as hotel and/or "extended stay" products.

27. WSA will include green development initiatives in the construction of the buildings on the 401 Property and 433 Property, such as LED light bulbs, use of recycled/sustainable insulation and other building materials and supplies, bike racks, electric vehicle charging stations and other similar green development features.

28. The Development will proceed in two phases, each phase comprising approximately 300 residential units. Building permits for construction for the second phase of

approximately 300 residential units shall not be issued before October 1, 2017.

29. The Borough acknowledges that WSA (and its affiliates) have paid the total sum of \$35,000.00 to reimburse the Borough for the cost of that comprehensive traffic study prepared by Pennoni Associates, Inc. at the request and direction of the Borough of Conshohocken and summarized in a memorandum from Pennoni Engineer Brian R., Keaveney, PE, PTOE to Borough Manager Fran Marabella and dated October 2, 2013 (the "Global Traffic Study"). This payment, in conjunction with the Impact Fees discussed above in paragraph 20, will satisfy the requirement for any traffic study and all off-site traffic improvements needed for future development at the Property and the balance of development at Millennium Bock A, provided that any development of Millennium Block A proceeds as a non-residential use and that permits for construction are obtained not more than thirty-six (36) months from the date of this Agreement. The Borough will provide each of the OPG related entities with complete and full copies of all records, studies and reports prepared by the Borough's Traffic Engineer.

30. To the extent that the Global Traffic Study recommends the design, permitting, purchase, construction and installation of a Global Traffic Light Traffic Adaptive Signaling ("TAS") within the Borough and/or in neighboring municipalities, at the Borough's request, the WSA shall design, permit, purchase, construct and install TAS systems at intersections directed by the Borough within twenty-four (24) months of the date of execution of this Agreement. Such work shall be done in conjunction with the Borough and subject to PennDOT permitting and design requirements and standards. WSA shall receive a credit for all such work against Impact Fees due under this Agreement. In no event shall the combined public amenities under paragraph 23 and the TAS systems under this paragraph exceed the total impact fees under paragraph 20.

31. The Parties agree that the approvals referenced above in paragraph 19 shall be submitted to the Court for approval pursuant to a stipulation between the Parties.

32. This Agreement shall be construed, governed and enforced under the laws of the

Commonwealth of Pennsylvania.

33. This Agreement is an integrated agreement containing the entire understanding among the Parties regarding the matters addressed herein, and, except as set forth in this Agreement, no representations, warranties, or promises have been made or relied upon by the Parties to this Agreement. This Agreement shall prevail over prior communications regarding the matters addressed herein.

34. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, executors, trustees, administrators and assigns.

35. To be effective, any modification of this Agreement must be in writing and must be executed by all Parties hereto, and approved by the Court.

36. The provisions of this Agreement are severable and if any provision is held to be unenforceable or invalid, it shall not affect the validity or enforceability of any other provision.

37. The Parties shall each pay their own expenses and legal fees in respect of the Litigation and the negotiation and execution of this Agreement.

38. Nothing contained in this Agreement shall preclude the Parties from initiating legal action solely for the purpose of enforcing their rights under this Agreement.

39. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one agreement. Facsimile signatures on this Agreement are and shall be enforceable for all purposes. The Parties executing this Agreement represent that they each have sole authority to prosecute, compromise and release any and all claims released by this Agreement and that none of said claims has been sold, assigned, conveyed or otherwise transferred to any other person or entity.

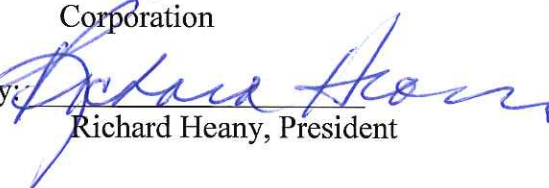
[Signatures appear on the following page.]

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties have executed this Agreement the day and date first written above.

BOROUGH OF CONSHOHOCKEN

By: 
RICHARD J. Manfredi, Manager

WASHINGTON STREET ASSOCIATES III, L.P.
By: Washington Street Associates III Acquisition Corporation

By: 
Richard Heany, President

401 WASHINGTON STREET ASSOCIATES, L.P.
By: 401 Washington Street Associates Acquisition Corporation

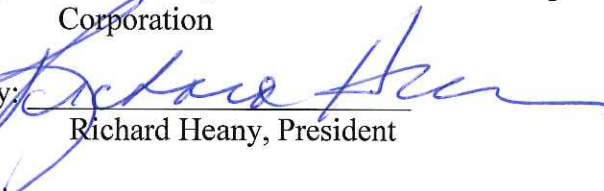
By: 
Richard Heany, President

EXHIBIT A



1000 South High Street
Columbus, OH 43260
614.763.1111
www.rightangleeng.com



NO.	DATE	DESCRIPTION

PRELIMINARY/FINAL PLAN SUBMISSION
OVERALL SITE PLAN
 WASHINGTON STREET ASSOCIATES
 300 S. WASHINGTON STREET, SUITE 100
 COLUMBUS, OHIO 43202
 PHONE: 614.763.1111
 FAX: 614.763.1112
 WWW: www.washingtonstreet.com
 PROJECT: WASHINGTON STREET APARTMENTS
 ADDRESS: 401 S. WASHINGTON STREET
 CONSUMER BOROUGHS & WINTERHARSH TWP.

FLOOR AREA RATIO CALCULATIONS (CONDOMINIUMS) E7.1 (2015.2 A.U.)

CONDOMINIUM ZONING DATA:

LAND USE	PERMITTED	PERCENTAGE OF TOTAL FLOOR AREA
RESIDENTIAL	RESIDENTIAL	100%
COMMERCIAL	NO	0%
INDUSTRIAL	NO	0%
OFFICE	NO	0%
RETAIL	NO	0%
RESTAURANT	NO	0%
SERVICE	NO	0%
WAREHOUSE	NO	0%
OTHER	NO	0%
TOTAL	TOTAL	100%

CONDOMINIUM ZONING DATA (CONTINUED):

LAND USE	PERMITTED	PERCENTAGE OF TOTAL FLOOR AREA
RESIDENTIAL	RESIDENTIAL	100%
COMMERCIAL	NO	0%
INDUSTRIAL	NO	0%
OFFICE	NO	0%
RETAIL	NO	0%
RESTAURANT	NO	0%
SERVICE	NO	0%
WAREHOUSE	NO	0%
OTHER	NO	0%
TOTAL	TOTAL	100%

FLOOR AREA RATIO CALCULATIONS (CONDOMINIUMS) E7.1 (2015.2 A.U.)

FLOOR AREA RATIO CALCULATIONS (CONDOMINIUMS) E7.1 (2015.2 A.U.)

USE	AREA (SQ. FT.)	% OF TOTAL AREA
RESIDENTIAL	100,000	100%
COMMERCIAL	0	0%
INDUSTRIAL	0	0%
OFFICE	0	0%
RETAIL	0	0%
RESTAURANT	0	0%
SERVICE	0	0%
WAREHOUSE	0	0%
OTHER	0	0%
TOTAL	100,000	100%

GRAPHIC SCALE: 0 20 40 60 80 100

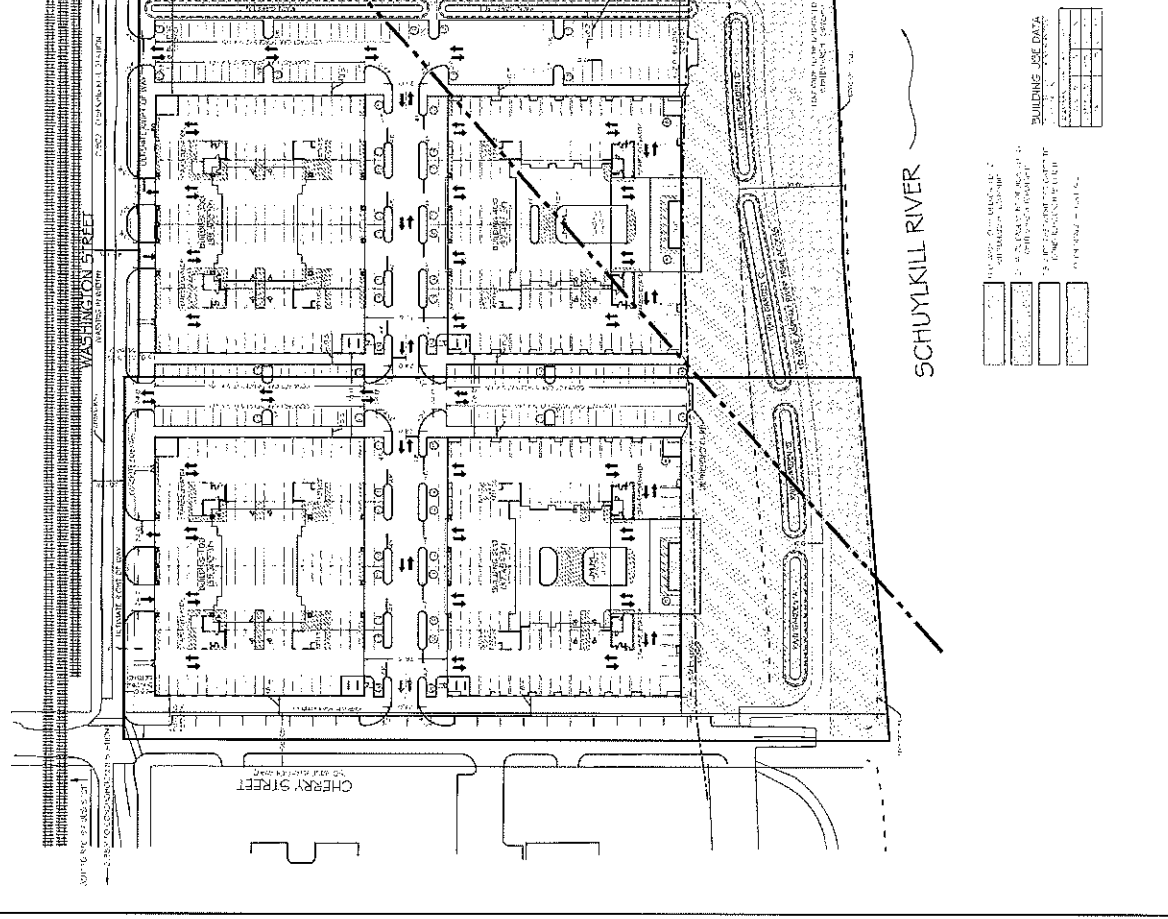


EXHIBIT B

FLOOD PROOFING NOTES:

1. ALL FLOOD PROOFING SHALL BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER.
2. ALL FLOOD PROOFING SHALL BE DESIGNED TO BE IN ACCORDANCE WITH THE FLOOD DAMAGE REDUCTION ACT, 44 P.S. 1426.
3. THE FLOOD PROOFING SHALL BE DESIGNED TO PROTECT THE STRUCTURE AND ITS CONTENTS FROM FLOODING TO THE LEVEL OF THE FLOOD DAMAGE REDUCTION ACT, 44 P.S. 1426.
4. THE FLOOD PROOFING SHALL BE DESIGNED TO PROTECT THE STRUCTURE AND ITS CONTENTS FROM FLOODING TO THE LEVEL OF THE FLOOD DAMAGE REDUCTION ACT, 44 P.S. 1426.
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7. THE FLOOD PROOFING SHALL BE DESIGNED TO PROTECT THE STRUCTURE AND ITS CONTENTS FROM FLOODING TO THE LEVEL OF THE FLOOD DAMAGE REDUCTION ACT, 44 P.S. 1426.
8. THE FLOOD PROOFING SHALL BE DESIGNED TO PROTECT THE STRUCTURE AND ITS CONTENTS FROM FLOODING TO THE LEVEL OF THE FLOOD DAMAGE REDUCTION ACT, 44 P.S. 1426.
9. THE FLOOD PROOFING SHALL BE DESIGNED TO PROTECT THE STRUCTURE AND ITS CONTENTS FROM FLOODING TO THE LEVEL OF THE FLOOD DAMAGE REDUCTION ACT, 44 P.S. 1426.
10. THE FLOOD PROOFING SHALL BE DESIGNED TO PROTECT THE STRUCTURE AND ITS CONTENTS FROM FLOODING TO THE LEVEL OF THE FLOOD DAMAGE REDUCTION ACT, 44 P.S. 1426.

GENERAL NOTES:

1. THE PROJECT SHALL BE CONSIDERED AS A SINGLE UNIT FOR THE PURPOSES OF THE ZONING ORDINANCE.
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9. THE PROJECT SHALL BE CONSIDERED AS A SINGLE UNIT FOR THE PURPOSES OF THE ZONING ORDINANCE.
10. THE PROJECT SHALL BE CONSIDERED AS A SINGLE UNIT FOR THE PURPOSES OF THE ZONING ORDINANCE.

PERVIOUSNESS COVERAGE TABLE

MATERIAL	PERVIOUSNESS	ALLOWED	REQUIRED	PERCENTAGE COVERED
ASPHALT	0.05	0.25	0.25	0%
GRAVEL	0.10	0.25	0.25	0%
GRAVEL WITH SAND	0.15	0.25	0.25	0%
CONCRETE	0.00	0.25	0.25	0%
PAVING STONE	0.10	0.25	0.25	0%
GRAVEL WITH SAND AND POLYMER	0.20	0.25	0.25	0%
PERVIOUS CONCRETE	0.15	0.25	0.25	0%

100-YEAR FLOODPLAIN ENCROACHMENT TABLE

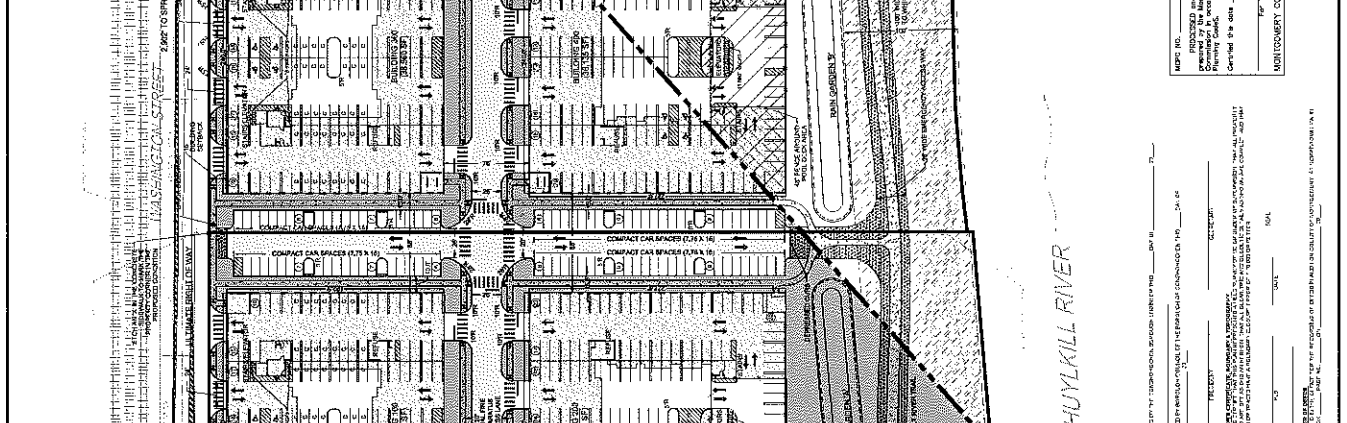
ENCROACHMENT	ENCROACHMENT	ENCROACHMENT	ENCROACHMENT
ENCROACHMENT 1	ENCROACHMENT 2	ENCROACHMENT 3	ENCROACHMENT 4
ENCROACHMENT 5	ENCROACHMENT 6	ENCROACHMENT 7	ENCROACHMENT 8
ENCROACHMENT 9	ENCROACHMENT 10	ENCROACHMENT 11	ENCROACHMENT 12
ENCROACHMENT 13	ENCROACHMENT 14	ENCROACHMENT 15	ENCROACHMENT 16
ENCROACHMENT 17	ENCROACHMENT 18	ENCROACHMENT 19	ENCROACHMENT 20

WHITE MARSH TOWNSHIP ZONING DATA

CONSIGLIOCKEN BOROUGH ZONING DATA

FLOOR AREA RATIO CALCULATIONS

PARKING CALCULATIONS



PLANNING COMMISSION

DATE: 7/17/23

BY: [Signature]

FOR THE TOWNSHIP

MULTICOUNTY COUNTY PLANNING COMMISSION

EXHIBIT C

Right Angle Engineering, LLC
 700 South Hamilton Rd.
 Suite 202
 P.O. Box 1008
 York, PA 17402
 PH: 717.744.1880



PROPERTY OWNER: CONSHOCKEN BOROUGH & WHITE MARSH TWP.
 PROJECT: WASHINGTON STREET APARTMENTS
 CLIENT: WASHINGTON STREET ASSOCIATES, L.P.
 DATE: 7/28/14
 FILE NO: 27-511.3 D

REVISED FINAL PLAN SUBMISSION
OVERALL SITE PLAN
 DATE: FEBRUARY 2013
 DRAWN BY: MFC
 CHECKED BY: MFC
 PROJECT NO.: 12.10.00
 SHEET NO.: 04
 TOTAL SHEETS: 28

100-YEAR FLOODPLAIN ENCROACHMENT TABLE

VOLUME OF IMPROVEMENTS AFFECTED BY FLOODPLAIN ENCROACHMENT

FEATURE	AREA (SQ. FT.)	IMPROVEMENTS AFFECTED	PERCENTAGE OF IMPROVEMENTS AFFECTED
BUILDING	33,846	6	20.6%
ROADWAY	496	8	19.8%
PARKING	5,201	6	19.8%
WALKWAY	2,822	6	19.8%
LANDSCAPING	5,034	6	19.8%
TOTAL	48,399	6	19.8%

DUE TO THE REMEDIATION OF FLOODPLAIN ENCROACHMENT BETWEEN WASHINGTON STREET AND CHRYSLER STREET, THE FLOODPLAIN STORAGE VOLUME OF THE PROJECT COMBINATION IS AS FOLLOWS:

EXISTING STORAGE VOLUME	15,500,000
ADDITIONAL STORAGE VOLUME	10,000,000
TOTAL STORAGE VOLUME	25,500,000

CONSHOCKEN BOROUGH ZONING DATA:

401 WASHINGTON STREET

PERMITTED USES:

- RESIDENTIAL SINGLE-FAMILY DETACHED
- RESIDENTIAL SINGLE-FAMILY ATTACHED
- RESIDENTIAL SINGLE-FAMILY TOWNHOME
- RESIDENTIAL SINGLE-FAMILY ROW
- RESIDENTIAL SINGLE-FAMILY ROW WITH GARAGE
- RESIDENTIAL SINGLE-FAMILY ROW WITH GARAGE AND PORCH
- RESIDENTIAL SINGLE-FAMILY ROW WITH GARAGE AND PORCH AND PATIO
- RESIDENTIAL SINGLE-FAMILY ROW WITH GARAGE AND PORCH AND PATIO AND BALCONY
- RESIDENTIAL SINGLE-FAMILY ROW WITH GARAGE AND PORCH AND PATIO AND BALCONY AND STAIR
- RESIDENTIAL SINGLE-FAMILY ROW WITH GARAGE AND PORCH AND PATIO AND BALCONY AND STAIR AND DECK

WHITE MARSH TOWNSHIP ZONING DATA:

401 WASHINGTON STREET

PERMITTED USES:

- RESIDENTIAL SINGLE-FAMILY DETACHED
- RESIDENTIAL SINGLE-FAMILY ATTACHED
- RESIDENTIAL SINGLE-FAMILY TOWNHOME
- RESIDENTIAL SINGLE-FAMILY ROW
- RESIDENTIAL SINGLE-FAMILY ROW WITH GARAGE
- RESIDENTIAL SINGLE-FAMILY ROW WITH GARAGE AND PORCH
- RESIDENTIAL SINGLE-FAMILY ROW WITH GARAGE AND PORCH AND PATIO
- RESIDENTIAL SINGLE-FAMILY ROW WITH GARAGE AND PORCH AND PATIO AND BALCONY
- RESIDENTIAL SINGLE-FAMILY ROW WITH GARAGE AND PORCH AND PATIO AND BALCONY AND STAIR
- RESIDENTIAL SINGLE-FAMILY ROW WITH GARAGE AND PORCH AND PATIO AND BALCONY AND STAIR AND DECK

IMPERVIOUS COVERAGE TABLE

FEATURE	AREA (SQ. FT.)	% OF TOTAL IMPERVIOUS COVERAGE
ASPHALT	48,399	23.01%
CONCRETE	82,324	38.47%
GRAVEL	1,736	0.81%
SIDEWALK	12,402	5.73%
GREEN	68,861	32.25%
ASPHALT	62,508	29.16%
CONCRETE	2,238	1.08%
SIDEWALK	17,007	8.09%
GREEN	83,151	38.86%

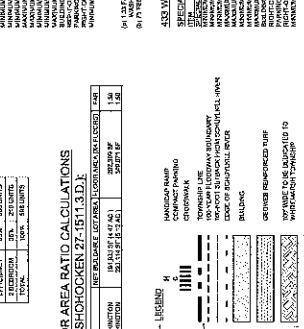
PARKING DATA:

NUMBER OF SPACES	350
PERCENTAGE OF SPACES	100%
TOTAL	350

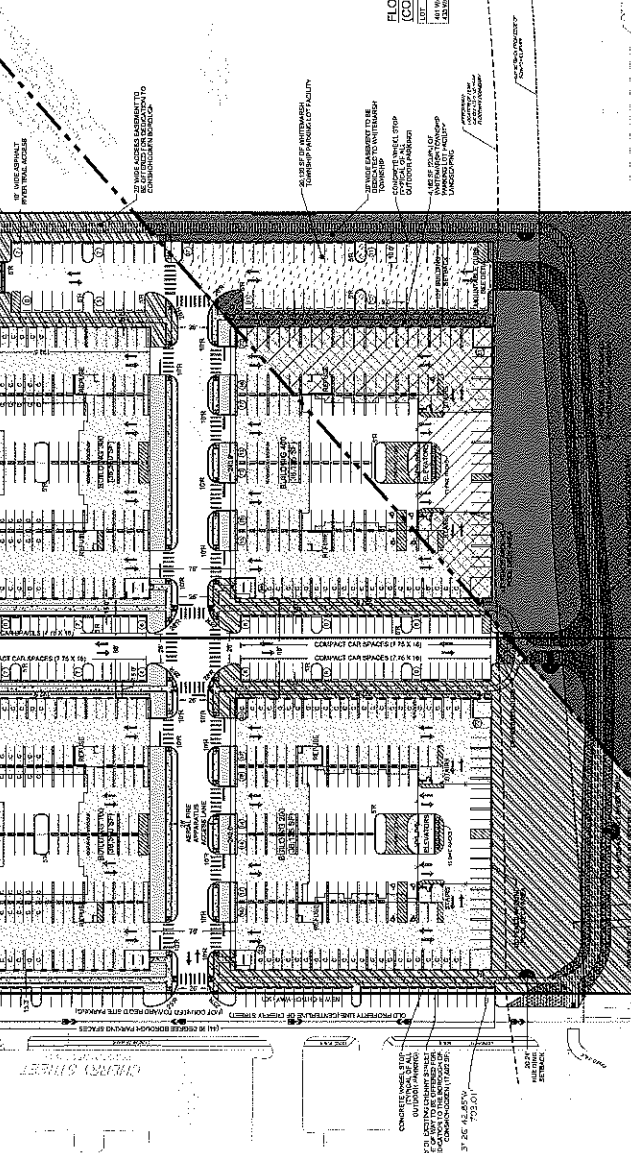
FLOOR AREA RATIO CALCULATIONS

CONSHOCKEN ZONING DISTRICT

NET BUILDING COVERED (SQ. FT.)	42,324
NET BUILDING COVERED (SQ. FT.)	77,324
TOTAL FLOOR AREA (SQ. FT.)	119,650
FLOOR AREA RATIO	0.353



NO. 10 TO BE EXISTING WASHINGTON STREET
 NO. 10 TO BE EXISTING WASHINGTON STREET
 NO. 10 TO BE EXISTING WASHINGTON STREET
 NO. 10 TO BE EXISTING WASHINGTON STREET



APPROVED BY THE CONSHOCKEN BOROUGH ENGINEER THIS

DATE

APPROVED BY THE BOROUGHS COUNCIL OF THE BOROUGH OF CONSHOCKEN THIS

DATE

RECORDED IN THE OFFICE FOR THE RECORDING OF DEEDS IN AND FOR COUNTY OF MONTGOMERY, AT NORRISTOWN, PA., ON PAGE NO. _____

WITNESSES IN OUR HAND AND SEAL THIS

DATE

SECRETARY

WITNESSES

RECORDING CLERK

Exhibit C 7 of 2

