

APPENDIX C

STATE OF NEW JERSEY
Department of the Treasury
DIVISION OF TAXATION

Consent Fixing Period of Limitation Upon Assessment of New Jersey Taxes

Pursuant to existing New Jersey tax statutes, N.J.S.A. 54:32B-27(c) and N.J.S.A. 54:49-6,

(Taxpayer): Konica Minolta Sensing Americas, Inc.

(Address): 101 Williams Drive, Ramsey, NJ 07446

(Federal ID#): [REDACTED]

hereby consents and agrees as follows:

That any New Jersey corporation, business or insurance premium taxes due under any return(s) made by or on behalf of the above-named taxpayer pursuant to the Grant of Tax Credits set forth in the Agreement entered into between the above Taxpayer and the New Jersey Economic Development Authority under the authority of P.L. 2011, c. 149, as amended, may be assessed at any time during or before the termination of the Commitment Period as specified in the Agreement, executed by the Company on: 5/5/2020 and executed by the New Jersey Economic Development Authority on: 5/6/2020.

This consent may be signed by an attorney or agent of the Taxpayer(s) provided such action is specifically authorized by a power of attorney which, if not previously filed, must accompany this form.

If the Taxpayer is a corporation, this consent must be signed with the corporate name followed by the signature of the officer(s) authorized to sign.

The execution and acceptance of this consent will not deprive the Taxpayer(s) of any appeal or protest rights to which the Taxpayer(s) would otherwise be entitled.

Taxpayer: Konica Minolta Sensing Americas, Inc.
 Taxpayer's Representative: _____
 Corporate Name: Konica Minolta Sensing Americas, Inc.
 Corporate Officer: Takaaki Saito DocuSigned by: _____ Date: 5/5/2020
 (print name and sign) Takaaki Saito
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**MUST BE COMPLETED AND SIGNED PRIOR TO RETURNING TO THE AUTHORITY.
 DOCUMENT WILL NOT BE ACCEPTED WITHOUT IT.**

APPENDIX D
AFFILIATE AGREEMENT

THIS AFFILIATE AGREEMENT made and entered into by Konica Minolta Sensing Americas Inc. ("New Entity"), having its principal offices located at 101 Williams Drive, Ramsey, New Jersey 07446, is an additional agreement to the Incentive Agreement ("Agreement") made as of 5/6/2020 between Konica Minolta Business Solutions U.S.A., Inc. ("Applicant"), the New Jersey Economic Development Authority ("Authority"), and such other parties as may have previously entered into an Affiliate Agreement.

WHEREAS, Applicant and New Entity have requested that New Entity be added to the Incentive Agreement as an Affiliate; and

WHEREAS, New Entity has demonstrated to the Authority that it meets the definition of Affiliate in the Act and implementing Regulations.

NOW, THEREFORE, in consideration of being added as an Affiliate and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, New Entity agrees with all present and future parties to the Agreement as follows:

1. New Entity represents and warrants that it is an Affiliate.
2. New Entity hereby agrees to comply with and be bound by all the terms and conditions of the Agreement from the Commencement Date as if New Entity were a signatory to the Agreement.
3. New Entity hereby agrees to be bound by any current and future amendment to the Agreement that the Applicant may request and execute.
4. All capitalized terms used but not defined herein have the meaning set forth in the Agreement.
5. New Entity (i) is a C corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey, (ii) is duly qualified to do business in the State of New Jersey, (iii) is not in violation of any provision of its certificate of incorporation or by-laws, and (iv) has the power and authority to own its property and assets, to carry on its business as now being conducted by it and to execute, deliver and perform this Agreement.
6. The execution, delivery and performance of this Agreement and the consummation of the transactions by New Entity herein contemplated have been duly authorized by all requisite action on the part of New Entity and will not violate any provision of law, any order of any court or agency of government, or the certificate of incorporation or bylaws of New Entity, or any indenture, agreement or other instrument to which New Entity is a party or by which it or any of its property is subject to or bound, or be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument or result in the imposition of any lien, charge or encumbrance of any nature whatsoever.
7. New Entity agrees that the four (4) year statute of limitations for the collection and assessment of corporation business tax, or insurance premiums tax, as appropriate, will be extended to the period of the Commitment Period, pursuant to the attached form of consent at Appendix C of the Agreement.
8. This Affiliate Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and may be delivered by telecopier, e-mail, PDF or other facsimile transmission all with the same force and effect as if the same were a fully executed and delivered original manual counterpart. You ratify Your prior confirmation that You accept and are bound by an electronic signature on this Affiliate Agreement.

IN WITNESS WHEREOF, New Entity hereto has caused this Affiliate Agreement to be executed and delivered by its respective officers duly authorized as of the date and year set forth below, and the Authority has agreed that New Entity is an Affiliate and can be added to the Agreement.

WITNESS:

**NEW JERSEY ECONOMIC DEVELOPMENT
AUTHORITY**

Renee Caverly Digitally signed by Renee Caverly
Date: 2020.05.06 10:24:19 -04'00'

Arlene M. Clark Digitally signed by Arlene M.
Clark
Date: 2020.05.06 10:16:21
-04'00'

By: _____
Arlene M. Clark
Director of Closing Services

Date: _____

WITNESS:

KONICA MINOLTA SENSING AMERICAS, INC.

DocuSigned by:
Holly DeSantis
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DocuSigned by:
Takaaki Saito
By: _____
Name: Takaaki Saito
Title: President
Date: 5/5/2020