

AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR  
PERSONAL PROPERTY

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR PERSONAL PROPERTY (this "Agreement") is made and entered into as of May 29, 2012 by and between Shrewsbury Solar, LLC, a subsidiary of Consolidated Edison Development ("Developer"), and the TOWN OF SHREWSBURY, a municipal corporation duly established by law and located in Worcester County, Commonwealth of Massachusetts (the "Town"). Developer and the Town are collectively referred to in this Agreement as the "Parties" and are individually referred to as a "Party".

WHEREAS, Developer plans to build and operate an photovoltaic power plant (the "Project") with an expected nameplate capacity of approximately 3.326 megawatts DC on approximately a 21.14 acre parcel of land designated located at the intersection of the northerly side of Route 20 and Cherry Street, Shrewsbury, MA and currently owned by Polito Development Corporation and depicted on the plan entitled "Proposed Lease Area and Easement Plan, Route 20 and Cherry Street, Shrewsbury, MA prepared by Waterman Design Associates (Job 041201 and dated May 3, 2011 ( the "Plan") (the "Property");

WHEREAS, it is the intention of the Parties that Developer make annual payments to the Town for the term of this Agreement in lieu of personal property taxes on the Project and the Property, in accordance with G.L. c.59, §38H (Acts of 1997 Chapter 164, Section 71(b), as amended) and the Massachusetts Department of Revenue regulations adopted in connection therewith;

WHEREAS, because both Developer and the Town need an accurate projection of their respective expenses and revenues with respect to the personal property that is taxable under law, the Parties believe that it is in their mutual best interests to enter into this Agreement fixing the payments that will be made with respect to all taxable real and personal property incorporated within the Project for the term of the Agreement;

WHEREAS, the Parties intend that, during the term of the Agreement, Developer will not be assessed for any statutory personal property taxes to which it might otherwise be subjected under Massachusetts law, and this Agreement will provide for the exclusive payments in lieu of such personal property taxes that Developer (or any successor owner of the Project) will be obligated to make to the Town with respect to the Project during the term hereof, provided, however, that the Parties do not intend for this Agreement to govern the payment of real estate taxes assessed in the ordinary course by the Town on the Property nor to affect any direct payments for services provided by the Town to the Project, including but not limited to, water and sewer services, and similar payment obligations not in the nature of real or personal property taxes or substitutes for such taxes that Developer is otherwise obligated to pay the Town;

WHEREAS, the Town is authorized to enter into this Agreement with Developer, provided the payments in lieu of personal property taxes over the life of the Agreement are expected at inception to approximate the property tax payments that would otherwise be determined under G.L. c.59 based upon the full and fair cash valuation of the Project; and

WHEREAS, the Parties have reached this Agreement after good faith negotiations.

NOW THEREFORE, in exchange for the mutual commitments and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Payment in Lieu of Personal Property Taxes. Developer agrees to make payments to the Town in lieu of personal property taxes on and after the Completion Date (defined below) for a period of twenty (20) consecutive years, commencing with the third quarter of fiscal tax year 2013 (the first quarterly payment date being February 1, 2014), and ending with fiscal tax year 2034 (the last quarterly payment date being November 1, 2033), in the amounts per year in Exhibit A. Each annual payment will be paid to the Town in four (4) equal quarterly installments on or before August 1, November 1, February 1 and May 1 of each fiscal tax year during the term of this Agreement and the annual payment amount and payment date will be noted on a quarterly bill issued by the Town to the Developer. Except to the extent that Paragraphs 2, 3 and 4 of the Agreement provide otherwise, Developer agrees that the payments in lieu of taxes under this Agreement will not be reduced on account of a depreciation factor, revaluation or reduction in the Town's tax rate or assessment percentage beyond that anticipated by the Parties and already reflected in Exhibit A, and the Town agrees that the payments in lieu of taxes will not be increased on account of an inflation factor, revaluation or increase in the Town's tax rate or assessment percentage beyond that anticipated by the Parties and already reflected in Exhibit A.
2. Improvements or Additions, Retirements. To the extent that Developer, at its sole option, makes any capital improvements to the Project or adds additional personal property on or after the Project achieves its commercial operation date, but in no event later than December 31, 2012 (the "Completion Date"), the remaining payments in lieu of taxes will be increased as described in Paragraph 3.

Notwithstanding the foregoing, consistent with applicable Massachusetts Department of Revenue regulations, only the addition of equipment or more efficient equipment that allows for more electrical production on or after the Completion Date that adds value to the Project (not including replacement of existing equipment, machinery and pollution control and other equipment that is exempted from local property taxes) will lead to an increase in the payments in lieu of taxes due under this Agreement. No additional payments in lieu of property taxes will be due or required for (i) replacement of personal property or equipment or machinery that is nonfunctional, obsolete or is replaced solely due to wear and tear or casualty or as part of scheduled or unscheduled maintenance or (ii) pollution control or other equipment that is exempted from taxation by the provisions of General Laws Chapter 59, section 5 (44) or other applicable laws or regulations in effect from time to time or (iii) equipment installed as required by or in response to any statute, law, regulation, consent decree, order or case mandating additional control of any emission or pollution.

3. Calculation of Adjustment. Except as otherwise provided in Paragraph 2, to the extent that on or after the Completion Date, Developer makes capital improvements to the Project or adds new personal property or equipment to the Project that would increase the value of the Project, under applicable Massachusetts Department of Revenue regulations, The remaining annual payments in lieu of taxes under this Agreement will be increased by the product of the tax

rate as established by the Town and approved by the Commonwealth of Massachusetts applicable for personal property at the time of commencement of the capital improvement multiplied by the actual cost of the capital improvement or additional personal property and then amortized over a twenty year period.

4. Inventory. Within six (6) months after the Completion Date, the Parties will agree on a mutually acceptable inventory of personal property incorporated into the Project as of the Completion Date (the "Inventory"). The Inventory will itemize and indicate the current value of all personal property and real property subject to taxation and adjustment pursuant to Paragraph 3 and all personal property and real property exempted from taxation and adjustment pursuant to Paragraph 3. The general categories for the Inventory are listed in Exhibit B. The Parties agree that the categories include all costs for taxable items that will be incurred by Developer in completing the Project. The Town, its officers, employees, consultants and attorneys will have the right to inspect the Project in connection with the preparation of the Inventory. Developer will update the Inventory annually on or before September 30 of each year, and an updated written Inventory will be provided to the Town on or before October 15 of each year. The Town, its officers, employees, consultants and attorneys will have the right to periodically inspect the Project on reasonable prior notice to Developer, subject to the Town agreeing to comply with all Developer safety requirements, and to review documents in the possession of Developer that relate to the inventoried property for the purpose of verifying that Developer has accurately updated the Inventory.

5. Payment Collection. The provisions of G.L. c.60 and other applicable law will govern the collection of any payments in lieu of taxes provided for in this Agreement as though they were personal property taxes due and payable to the Town. If a payment is missed and/or not paid in full, including interest and fees by May 1 of any year, the property will be taxed at full and fair market value under the revised and omitted tax provision.

6. Tax Status, Separate Tax Lot. The Town agrees that during the term of this Agreement, the Town will not assess Developer for any personal property taxes with respect to the Project or the Property to which Developer might otherwise be subject under Massachusetts law, and the Town agrees that this Agreement will exclusively govern the payments of all personal property taxes and payments in lieu of such taxes that Developer will be obligated to make to the Town with respect to the Project and the Property, provided, however, that this Agreement is not intended to affect, and will not preclude the assessment and payment of real estate taxes assessed in the ordinary course by the Town or other assessments of general applicability by the Town for excise taxes on vehicles due pursuant to G.L. c.60A and for services provided by the Town to the Project, including but not limited to, water and sewer services.

7. Successors and Assigns. This Agreement will be binding upon the successors and assigns of Developer, and the obligations created hereunder will run with the Project. In the event that Developer sells, transfers, leases or assigns the Property or all or substantially all of its interest in the Project, this Agreement will thereafter be binding on the purchaser, transferee or assignee. A Notice of this Agreement will be recorded in the applicable Registry of Deeds forthwith upon execution.

8. Water and Sewer Rates and Fees. The Town agrees that it will not charge Developer water and sewer rates or connection fees greater than the prevailing rates and fees applicable to all other commercial users in the Town. In the event that the Town ever privatizes, leases, sells or otherwise transfers its water or sewer system or its waste water treatment plant to a private owner or operator, this provision will be binding on such successor owner or operator.

9. Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement were negotiated in good faith in recognition of and with due consideration of the full and fair cash value of the Project, to the extent that such value is determinable as of the date of this Agreement in accordance with G.L. c.59, §38H as in effect on the date of the Agreement. Each Party was represented by counsel in the negotiation and preparation of this Agreement and has entered into this Agreement after full and due consideration and with the advice of its counsel and its independent consultants. The Parties further acknowledge that this Agreement is fair and mutually beneficial to them because it reduces the likelihood of future disputes over real and personal property taxes, establishes tax and economic stability at a time of continuing transition and economic uncertainty in the electric utility industry in Massachusetts and the region, and fixes and maintains mutually acceptable, reasonable and accurate payments in lieu of taxes for the Project that are appropriate and serve their respective interests. The Town acknowledges that this Agreement is beneficial to it because it will result in mutually acceptable, steady, predictable, accurate and reasonable payments in lieu of taxes to the Town. Developer acknowledges that this Agreement is beneficial to it because it ensures that there will be mutually acceptable, steady, predictable, accurate and reasonable payments in lieu of taxes for the Project.

10. Additional Documentation and Actions. Each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such additional instruments, certificates and documents, and take all such actions, as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement and, upon the exercise by a Party of any power, right, privilege or remedy pursuant to this Agreement that requires any consent, approval, registration, qualification or authorization of any third party, each Party will execute and deliver all applications, certifications, instruments and other documents and papers that the exercising Party may be so required to obtain.

11. The developer and land owner, by this agreement, relinquish the right to appeal any and all of the agreed values, and future values, for either the personal property or the real estate or any for the term of this Agreement, notwithstanding any future changes in statutory law. This Agreement shall prevail over any changes in statutory law during the term of this Agreement. No appeals to the Board of Assessors, appeals to the Appellate Tax Board or any other available forum for any abatement shall be made and are hereby waived. This paragraph shall be binding on all successors and assigns to the developer and the land owner.

12. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service or

otherwise. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

To: Developer

Shrewsbury Solar, LLC  
c/o Consolidated Edison  
Development, Inc.  
100 Summit Lake Drive, Suite 410  
Valhalla, NY 10595  
Attn: Director, Business  
Development  
Fax: (914) 993-2121  
Email: [robinsonm@coneddev.com](mailto:robinsonm@coneddev.com)

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To: Town of Shrewsbury

Daniel J. Morgado, Town Manager

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100 Maple Avenue  
Shrewsbury, MA 01545  
(508) 841-8508

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Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

13. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the Commonwealth of Massachusetts. Developer and the Town each consent to the jurisdiction of the Massachusetts courts or other applicable agencies of the Commonwealth of Massachusetts regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions.

14. Good Faith. The Town and Developer shall act in good faith to carry out and implement this Agreement.

15. Force Majeure. The Developer and Town both recognize that there is the possibility during the term of this Agreement that all or a portion of the Property or Project may be damaged or destroyed or otherwise rendered unusable due to events beyond the control of either Party. These events are referred to as "Force Majeure". As used herein, Force Majeure includes, without limitation, the following events:

- a. Acts of God including floods, winds, storms, earthquake, fire or other natural calamity;

- b. Acts of War or other civil insurrection or terrorism; or
- c. Taking by eminent domain by any governmental entity of all or a portion of the Property or the Project.

In the event an event of Force Majeure occurs during the term of this Agreement with respect to any portion of the Property or Project that renders the Property or Project unusable for the customary purpose of the production of electricity for a period of more than sixty (60) days, then Developer may, at its election, notify the Town of the existence of this condition as well as of its decision whether or not to rebuild that portion of the Property or Project so damaged or destroyed or taken.

If Developer elects not to rebuild, then it may notify the Town of its termination of this Agreement and the Property and Project will thereafter be assessed and taxed as though this Agreement does not exist.

16. Covenants of Developer. During the term of the Agreement, Developer will not voluntarily do any of the following:

- a. seek to invalidate this Agreement, or otherwise take a position adverse to the purpose or validity of this Agreement, except as expressly provided herein;
- b. convey by sale, lease or otherwise any interest in the premises to any entity or organization that qualifies as a charitable organization pursuant to M.G.L. c.59 Section 5 (Third); or
- c. fail to pay the Town all amounts due hereunder when due in accordance with the terms of this Agreement.

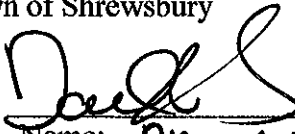
17. Covenants of the Town of Shrewsbury. So long as Developer is not in breach of this Agreement during its term, the Town will not do any of the following:

- a. seek to invalidate this Agreement or otherwise take a position adverse to the purpose or validity of this Agreement;
- b. seek to collect from Developer any property tax upon the Property or the improvements thereon (including the Project) in addition to the amounts herein;
- c. impose any lien or other encumbrance upon the Property or the improvements thereon (including the Project) except as is expressly provided herein;

18. Certification of Tax Compliance – Pursuant to G.L. c. 62C, s49A the undersigned Developer by its duly authorized representative certifies that it is in tax compliance with the tax laws of the Commonwealth of Massachusetts.

Executed under seal by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

Town of Shrewsbury

By:   
Name: DANIEL J. MORANO  
Title: TOWN MANAGER

Shrewsbury Solar, LLC

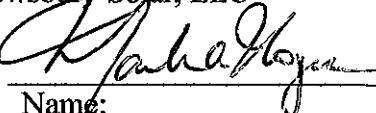
By:   
Name: Mark A. Noyes  
Title: Vice President

Exhibit A

SCHEDULE OF PAYMENTS TO THE TOWN OF SHREWSBURY BY  
SHREWSBURY SOLAR, LLC IN LIEU OF PERSONAL PROPERTY TAXES

Year	Base Value	Depreciation (4.25%)	Depreciation Value	Flat Tax Calculation	Tax Due	Base Then Escalation (2.5%)	Total Taxes to be Paid by Shrewsbury Solar, LLC
1	\$5,909,988	85.00%	\$5,023,490	\$11.11	\$55,811	\$29,301	\$29,301
2	\$5,909,988	80.75%	\$4,772,315	\$11.11	\$53,020	\$30,033	\$30,033
3	\$5,909,988	76.50%	\$4,521,141	\$11.11	\$50,230	\$30,784	\$30,784
4	\$5,909,988	72.25%	\$4,269,966	\$11.11	\$47,439	\$31,554	\$31,554
5	\$5,909,988	68.00%	\$4,018,792	\$11.11	\$44,649	\$32,343	\$32,343
6	\$5,909,988	63.75%	\$3,767,617	\$11.11	\$41,858	\$33,151	\$33,151
7	\$5,909,988	59.50%	\$3,516,443	\$11.11	\$39,068	\$33,980	\$33,980
8	\$5,909,988	55.25%	\$3,265,268	\$11.11	\$36,277	\$34,829	\$34,829
9	\$5,909,988	51.00%	\$3,014,094	\$11.11	\$33,487	\$35,700	\$35,700
10	\$5,909,988	46.75%	\$2,762,919	\$11.11	\$30,696	\$36,593	\$36,593
11	\$5,909,988	42.50%	\$2,511,745	\$11.11	\$27,905	\$37,507	\$37,507
12	\$5,909,988	38.25%	\$2,260,570	\$11.11	\$25,115	\$38,445	\$38,445
13	\$5,909,988	34.00%	\$2,009,396	\$11.11	\$22,324	\$39,406	\$39,406
14	\$5,909,988	29.75%	\$1,758,221	\$11.11	\$19,534	\$40,391	\$40,391
15	\$5,909,988	25.50%	\$1,507,047	\$11.11	\$16,743	\$41,401	\$41,401
16	\$5,909,988	21.25%	\$1,255,872	\$11.11	\$13,953	\$42,436	\$42,436
17	\$5,909,988	17.00%	\$1,004,698	\$11.11	\$11,162	\$43,497	\$43,497
18	\$5,909,988	12.75%	\$753,523	\$11.11	\$8,372	\$44,585	\$44,585
19	\$5,909,988	8.50%	\$502,349	\$11.11	\$5,581	\$45,699	\$45,699
20	\$5,909,988	4.25%	\$251,174	\$11.11	\$2,791	\$46,842	\$46,842
				Total Payments	\$586,015	\$748,477	\$748,477
				Average Per Year Tax	\$29,301	\$37,424	\$37,424



Exhibit B

CATEGORIES OF INVENTORY

A. Real and Personal Property Subject to Taxation.

B. Real and Personal Property Exempted from Taxation.

Real property described shown on the Plan as well as personalty associated with 8600 solar photovoltaic panels, inverters and related equipment with an estimated value of \$mm.

## PAYMENT GUARANTEE

May 29, 2012

To: Town of Shrewsbury, Massachusetts

Ladies and Gentlemen:

From time to time, Shrewsbury Solar, LLC ("Subsidiary") may enter into an "Agreement For Payment In Lieu Of Taxes For Personal Property" with Town of Shrewsbury ("Counterparty") based on such terms and conditions as to which Subsidiary and Counterparty may agree (such transactions are referred to herein as the "Agreement"). In consideration of Counterparty entering into the Agreement with Subsidiary, Consolidated Edison Development, Inc. ("Guarantor"), to the extent of Seven Hundred Forty Eight Thousand Four Hundred Seventy Seven and 00/100 (\$748,477) US DOLLARS (the "Guarantee Limit"), and subject to the terms and conditions hereof, hereby irrevocably and unconditionally guarantees to Counterparty, with effect from the date hereof, the due and punctual payment of all amounts payable by Subsidiary under the Agreement when the same shall become due and payable, whether on scheduled payment dates, upon oral or written demand, upon declaration of termination or otherwise, in accordance with the terms of the Agreement and giving effect to any applicable grace or cure period. Upon failure of Subsidiary to punctually pay any such amounts, and upon written demand by Counterparty to Guarantor at its address set forth in the signature block of this Payment Guarantee (or to such other address as Guarantor may specify in writing to Counterparty), Guarantor, subject to the Guarantee Limit, agrees promptly to pay or cause to be paid such amounts; provided that delay by Counterparty in giving such demand shall in no event affect Guarantor's obligations under this Payment Guarantee. This is a guarantee of payment and not of collection.

Guarantor hereby agrees that its obligations hereunder shall not be affected by the Agreement's validity, enforceability or the lack of authority of Subsidiary to execute or deliver the Agreement, or any change in or amendment to the Agreement.

Guarantor hereby waives diligence, presentment, and demand on Subsidiary for payment or otherwise (except as provided hereinabove), filing of claims, requirement of a prior proceeding against Subsidiary and protest or notice, except as provided for in the Agreement with respect to amounts payable by Subsidiary. If at any time payment by Subsidiary to Counterparty under the Agreement is rescinded or must be otherwise restored or returned by Counterparty to Subsidiary due to the insolvency, bankruptcy or reorganization of Subsidiary or otherwise, Guarantor's obligations hereunder with respect to such payment shall be reinstated upon such restoration or return to Subsidiary being made by Counterparty.

Guarantor represents to Counterparty as of the date hereof, that:

1. it is duly organized and validly existing under the laws of the jurisdiction of its incorporation and has full power and legal right to execute and deliver this Payment Guarantee and to perform the provisions of this Payment Guarantee on its part to be performed;

2. its execution, delivery and performance of this Payment Guarantee have been and remain duly authorized by all necessary corporate action and do not contravene any provision of its certificate of incorporation or by-laws or any law, regulation or contractual restriction binding on it or its assets;

3. all consents, authorizations, approvals and clearances (including, without limitation, any necessary exchange control approval) and notifications, reports and registrations requisite for its due execution, delivery and performance of this Payment Guarantee have been obtained from or, as the case may be, filed with the relevant governmental authorities having jurisdiction and remain in full force and effect and all conditions thereof have been duly complied with and no other action by, and no notice to or filing with, any governmental authority having jurisdiction is required for such execution, delivery or performance; and

4. this Payment Guarantee is Guarantor's legal, valid and binding obligation enforceable against it in accordance with its terms except as enforcement hereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights or by general equity principles.

In the event of any default by Subsidiary, Counterparty shall have the right to proceed first and directly against Guarantor under this Payment Guarantee without proceeding against any other person or entity or exhausting any other remedies which it may have and without resorting to any other security held by it.

By accepting this Payment Guarantee and entering into the Agreement, Counterparty agrees that Guarantor shall be subrogated to all rights of Counterparty against Subsidiary in respect of any amounts paid by Guarantor pursuant to this Payment Guarantee, provided that Guarantor shall be entitled to enforce or to receive any payment arising out of or based upon such right of subrogation only to the extent that it has paid all amounts payable by Subsidiary under the Agreement that are payable pursuant to this Payment Guarantee.

This Payment Guarantee shall be binding upon Guarantor and upon its successors and assigns and shall be for the benefit of Counterparty and its successors and assigns.

This Payment Guarantee shall expire on November 1, 2033. However this Payment Guarantee may be terminated prior to said date upon at least fifteen (15) days' prior written notice to that effect being actually received by Counterparty. Claims arising under this Payment Guarantee must be presented in writing within ninety (90) days of the effective date of termination or expiration of this Agreement. Such expiration or termination shall not, however, affect or reduce Guarantor's obligation hereunder for any liability of Subsidiary pursuant to the Agreement incurred prior to the effective date of such expiration or termination, which the Guarantor agrees includes the full amount of payments due pursuant to that certain Agreement for Payment in Lieu of Taxes for Personal Property dated as of May 29, 2012.

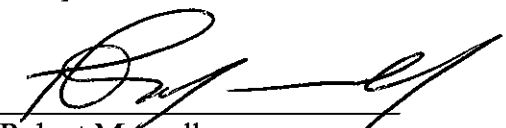
In case any clause, provision, or section of this Payment Guarantee, or any application thereof, is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity or inoperability shall not affect

the remainder thereof or any other clause, provision, or section, and each such clause, provision, or section shall be deemed to be effective and operative in the manner and to the full extent permitted by law.

This Payment Guarantee shall not be binding and shall be null and void and without any force and effect unless and until it is fully executed and delivered by each of Guarantor and Counterparty and may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same document, it being understood that all parties need not sign the same counterpart. This Payment Guarantee and any counterpart thereof may be delivered by fax or email in Portable Document Format (PDF) and, if this Payment Guarantee or any counterpart thereof is delivered by fax or email, it shall, together with the signature(s) or copies of the signature(s) thereon, be treated for all purposes as originals that have been delivered.

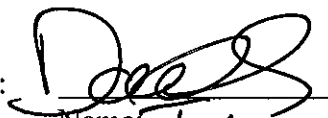
This Payment Guarantee shall be governed by and construed in accordance with the laws of the State of New York, without reference to its choice of law doctrine.

**CONSOLIDATED EDISON DEVELOPMENT, INC.**  
**[Guarantor]**

By:   
Robert Mennella  
Senior Vice President and Chief Operating Officer  
100 Summit Lake Drive  
Suite 410  
Valhalla, N.Y. 10595

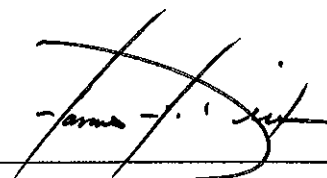
**ACCEPTED AND AGREED:**

Town of Shrewsbury, Massachusetts  
**[Counterparty]**

By:   
Name: Daniel J. Moras  
DANIEL J. MORAS  
Title: \_\_\_\_\_

## SECRETARY'S CERTIFICATE

I, James J. Dixon certify that I am the Assistant Secretary of CONSOLIDATED EDISON DEVELOPMENT, INC. ("Corporation"), a New York corporation; that on May 29, 2012, the Corporation submitted to the Town of Shrewsbury, Massachusetts (the "Town") a Payment Guarantee (the "Guarantee") for the obligations of Shrewsbury Solar LLC set forth in the "Agreement For Payment In Lieu Of Taxes For Personal Property" dated May 29, 2012, that Robert Mennella, who signed said Guarantee on behalf of the Corporation, was then a Senior Vice President and Chief Operating Officer of said Corporation; and that said Guarantee was duly signed for and on behalf of said Corporation and is within the scope of its corporate powers.



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May 29, 2012

(Corporate Seal)