

## INDUCEMENT AGREEMENT AND PROJECT AGREEMENT

THIS INDUCEMENT AGREEMENT AND PROJECT AGREEMENT RELATING TO THE **STURGES MANUFACTURING CO., INC. FACILITY** (the "AGREEMENT") is between the **CITY OF UTICA INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, with offices at One Kennedy Plaza, Utica, New York 13502 (the "Agency"), and **STURGES MANUFACTURING CO., INC.**, a corporation duly organized, validly existing and in good standing under the laws of the State of New York, with offices at 2030 Sunset Avenue, Utica, New York 13502 (the "Company").

Article 1. Preliminary Statement. Among the matters of mutual inducement which have resulted in the execution of this AGREEMENT are the following:

1.01. The Agency is authorized and empowered by the provisions of Article 18-A of the General Municipal Law of the State of New York as amended, and Chapter 710 of the Laws of 1981 of the State of New York, as may be amended from time to time (collectively, the "Act") to undertake "Projects" (as defined in the Act) and to lease or sell the same upon such terms and conditions as the Agency may deem advisable.

1.02. The purposes of the Act are (i) to promote industry and develop trade by inducing manufacturing, industrial, warehousing, research, recreation and commercial enterprises to locate or remain in the State and (ii) to encourage and assist in the providing of industrial pollution control facilities, (iii) to support New York State's renewable energy goals that are established and amended from time to time and (iv) to promote the economic welfare and prosperity of the inhabitants of the State. The Act vests the Agency with all powers necessary to enable it to accomplish such purposes.

1.03. The Company has submitted to the Agency an Application for Financial Assistance dated March 15, 2022, which Application may be amended from time to time prior to closing of the sale-leaseback or lease-leaseback transaction described below (the "Application") requesting that the Agency assist in the partial demolition and renovation of a 29,604± square foot existing building and construction of a 10,000± square foot addition thereto (collectively, the "Improvements"), all situated on a 1.10± acre parcel of land located at 2012 Sunset Avenue, City of Utica, Oneida County, New York (the "Land"); and acquisition and installation of machinery, furniture, fixtures, appliances and equipment in the Improvements (the "Equipment"), all for the purpose of increasing capacity to manufacture engineered webbing and strap solutions (the Land, Improvements and Equipment is referred to collectively as the "Facility" and the partial demolition, construction, renovation and equipping of the Facility is referred to as the "Project"). The Company will lease the Facility to the Agency and the Agency will lease the Facility back to the Company pursuant to a Leaseback Agreement (the "Leaseback Agreement").

1.04. The Company hereby represents to the Agency that the Project (a) will not result in the removal of an industrial or manufacturing plant from one area of the State

to another area of the State or an abandonment of one or more plants of the Company located in the State; (b) is reasonably necessary to discourage the Company from removing such other plant or facility to a location outside the State, or (c) is reasonably necessary to preserve the competitive position of the Company in its industry. The rehabilitation, renovation and equipping of the Facility has not/did not commence(d) as of March 23, 2022.

1.05. The Agency has determined that the partial demolition, construction, renovation and equipping of the Facility, as described in the Company's Application will promote and further the purposes of the Act.

1.06. On March 23, 2022, the Agency adopted a resolution (the "Resolution" or the "Inducement Resolution") agreeing to undertake the Project in order to assist the Company and to effectuate the purposes of the Act and, subject to the happening of all acts, conditions and things required precedent to such undertaking and the satisfactory completion of such additional acts and reviews as the Agency may deem appropriate, to undertake a sale-leaseback or lease-leaseback transaction in connection with the Project.

1.07. In the Resolution, the Agency appointed the Company and its agents and other designees, as its agent for the purposes of partial demolition, construction, renovation and equipping the Facility, and such appointment includes the following activities as they relate to the partial demolition, construction, renovation and equipping of the Facility, whether or not the materials, services or supplies described below are incorporated into or become an integral part of the Facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with partial demolition, construction, renovation and equipping the Facility, (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with partial demolition, construction, renovation and equipping the Facility, and (iii) all purchases, leases, rentals and uses of equipment, machinery, and other tangible personal property (including installation costs with respect thereto), installed or placed in, upon or under the Facility, including all repairs and replacements of such property. Such agency appointment includes the power to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent for the Agency, and in general to do all things which may be requisite or proper for completing the Facility, all with the same powers and with the same validity as the Agency could do if acting on its own behalf.

1.08. In the Resolution, the Agency contemplates that it will provide financial assistance to the Company in the form of:

- o Exemptions from sales and use taxes on materials and equipment purchased in connection with the Project, the value of which is estimated at \$83,267.00

which is consistent with the Agency's Uniform Tax Exemption Policy, to be more particularly described in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein (collectively, the "Financial Assistance").

1.09. It is understood and agreed by the parties that the purpose of the Agency's provision of Financial Assistance with respect to the Project is to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of the Project facility to advance job opportunities, health, general prosperity and economic welfare of the people of City of Utica and to otherwise accomplish the public purpose of the Act.

Article 2. Undertakings on the Part of the Agency. Based upon the statements, representations and undertakings of the Company regarding the Facility and subject to the conditions set forth herein, the Agency hereby confirms and acknowledges:

2.01. Upon satisfactory completion of the conditions precedent set forth herein and in the Resolution and the satisfactory completion of such additional acts and reviews as the Agency may deem appropriate, the Agency will (A) adopt, or cause to be adopted, such proceedings and authorize the execution of such documents as may be necessary or advisable for (i) a sale-leaseback or lease-leaseback transaction, (ii) the partial demolition, construction, renovation and equipping of the Facility, and (iii) the leasing of the Facility to the Company pursuant to the Lease (or Leaseback) Agreement, all as shall be authorized by law and be mutually satisfactory to the Agency and the Company and (B) shall enter into a sale-leaseback or lease-leaseback transaction pursuant to the terms of the Act, as then in force, for the purpose of financing certain costs of the Facility.

2.02. The Lease (or Leaseback) Agreement shall be for a three (3) year term and shall obligate the Company to make aggregate basic payments in the amount of \$1.00 and annual administrative fee payments of \$3,000.00. The Company shall be entitled to acquire from the Agency title to (or terminate the Agency's leasehold interest in) the Facility for an aggregate amount of \$1.00, plus such additional amounts as shall be prescribed in the Lease (or Leaseback) Agreement. Specifically, the Lease (or Leaseback) Agreement shall contain a provision that will allow the Company to terminate the Lease (or Leaseback) Agreement at any time upon written notice to the Agency and upon payment by the Company of all applicable fees, penalties and recapture of benefits, if applicable. The Lease (or Leaseback) Agreement shall contain all provisions required by law and such other provisions as shall be mutually acceptable to the Agency and the Company.

2.03. That all services, costs and expenses of whatever nature incurred in connection with the partial demolition, construction, renovation and equipping, installation, replacement, rebuilding, repair, maintenance and operation of the Facility

have been and will continue to be undertaken by the Company as agent for the Agency, regardless of whether such services, costs and expenses were undertaken and/or paid in its own name or in the name of the Agency, and the Agency shall furnish to the Company an appropriate letter on Agency letterhead evidencing the authority of the Company to act as agent of the Agency.

2.04. That, in connection with any lease by the Agency to the Company that is, in turn, subleased or leased by the Company, it is the intent of all parties to the transactions that any sublease or lease is undertaken by the Company as agent for the Agency.

2.05. That, at the request of the Company, and subject to the agreement between the Agency and the Company, any future transfers of fee or leasehold interest of any portion of real property upon which the Facility is located and not owned by the Agency, are hereby authorized, such transfers to be from the Company to the Agency, and there shall be no need for any further official action on behalf of the Agency other than the execution of the appropriate documents evidencing such transfer.

2.06. The Agency will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

Article 3. Undertakings on the Part of the Company. Based upon the statements, representations and undertakings of the Agency herein and in the Resolution and subject to the conditions set forth herein and in the Resolution, the Company agrees as follows:

3.01. The Company hereby accepts the appointment made by the Agency in the Resolution to be the true and lawful agent of the Agency to (i) partially demolish, construct, renovate, equip, repair and maintain the Facility and (ii) make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent of the Agency, and in general to do all things which may be requisite or proper for completing the Facility, all with the same powers and the same validity as the Agency could do if acting on its own behalf, including the authority to delegate such Agency appointment, as described in the Resolution.

3.02. In the Application, the Company represented that it will retain 66 full time equivalent positions at the Facility for the duration of the Lease Term as a result of undertaking the Project (the "Employment Obligation"). The Company acknowledges that the Financial Assistance is conditioned upon the Company achieving the Employment Obligation for the term of the Lease (or Leaseback) Agreement and failure

Company completing the Project substantially as it represented in the Application (the "Project Obligation").

3.03. The Company will, to the extent deemed by it to be necessary or desirable, enter into a contract or contracts for the partial demolition, construction, renovation and equipping of the Facility (including any necessary contracts for the acquisition of real property necessary or useful in said Facility).

3.04. Contemporaneously with the closing of the sale-leaseback or lease-leaseback transaction the Company will enter into the Lease (or Leaseback) Agreement with the Agency containing, among other things, the terms and conditions described in Section 2.02 hereof.

3.05. (a) The Company shall not permit to stand, and will, at its own expense, take all steps reasonably necessary to remove (or bond the same if acceptable to the Agency and its counsel), any mechanics' or other liens against the Facility for labor or materials furnished in connection with the partial demolition, construction, renovation and equipping of the Facility. The Company shall forever defend, indemnify and hold the Agency, its members, officers, employees, and agents, and anyone for whose acts or omissions the Agency or any of them may be liable, harmless from and against all costs, losses, expenses, claims, damages and liabilities of whatever kind or nature arising, directly or indirectly, out of or based on labor, services, materials and supplies, including equipment, ordered or used in connection with the partial demolition, construction, renovation and equipping of the Facility or arising out of any contract or other arrangement therefor (and including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of any of the foregoing), whether such claims or liabilities arise as a result of the Company acting as agent for the Agency pursuant to this AGREEMENT or otherwise.

(b) The Company shall forever defend, indemnify and hold harmless the Agency, its members, officers, employees and agents, and anyone for whose acts or omissions the Agency or any of them may be liable, from and against all claims, causes of action, liabilities and expenses (including without limitation attorneys' fees) howsoever arising for loss or damage to property or any injury to or death of any person (including, without limitation, death of or injury to any employee of the Company or any sublessee) that may occur subsequent to the date hereof by any cause whatsoever in relation to the Facility including the failure to comply with the provisions of Article 3.05 hereof, or arising, directly or indirectly, out of the ownership, partial demolition, construction, renovation, equipping, operation, maintenance, repair or financing of the Facility, and including, without limitation, any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of the foregoing.

(c) The defense and indemnities provided for in this Article 3 shall apply whether or not the claim, liability, cause of action or expense is caused or alleged to be

interest, the operation and maintenance of the Facility and the financing thereof. Every provision required by law to be inserted herein shall be deemed to be set forth herein as if set forth in full; and upon the request of either party, this AGREEMENT shall be amended to specifically set forth any such provision or provisions. The Company certifies, under penalty of perjury, that it is in substantial compliance with all local, state and federal tax, worker protection and environmental laws, rules and regulations.

3.07. The Company will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

3.08. If it should be determined that any State or local sales or compensatory use taxes or similar taxes however denominated are payable with respect to the acquisition, purchase or rental of machinery or equipment, materials or supplies in connection with the Project, or are in any manner otherwise payable directly or indirectly in connection with the Project, the Company shall pay the same and defend and indemnify the Agency from and against any liability, expenses and penalties arising out of, directly or indirectly, the imposition of any such taxes.

3.09. The Company shall file with the New York State Department of Taxation and Finance Form ST-340 (Annual Report of Sales and Use Tax Exemptions Claimed by Agent/Project Operator of Industrial Development Agency/Authority), for as long as the Company claims a sales tax exemption, an annual statement of the value of all sales and use tax exemptions claimed in connection with the Facility, in compliance with Section 874(8) of the New York State General Municipal Law. The Company shall

provide the Issuer with a copy of such annual statement at the time of filing with the State Department of Taxation and Finance. Based upon representations made by the Company in the Application, the value of the sales tax to be abated relating to the Project is estimated at \$83,267.00. The Company acknowledges that the financial assistance currently authorized by the Agency is limited to \$83,267.00, and the Agency is required by law to recapture the New York State portion of sales tax of any exemptions claimed by the Company that exceeds this amount.

3.10. If the Facility is leased to another party by the Agency and subleased to the Company, then in such event, the Company guarantees all of the covenants, undertakings and indemnities of such other party as set forth in this Article 3.

3.11. The Company shall provide annually, to the Agency, a certified statement and documentation: (i) enumerating the full time equivalent jobs retained and the full time equivalent jobs created as a result of the Financial Assistance, by category, including full time equivalent independent contractors or employees of independent contractors that work at the Project location, and (ii) indicating that the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created that was provided in the application for Financial Assistance is still accurate and if it is not still accurate, providing a revised list of salary and fringe benefit averages or ranges for categories of jobs retained and jobs created. Exhibit A contains the form of annual certification as well as additional Project assessment information that the Agency requires, on an annual basis, to be submitted to the Agency by the Company.

3.12. In accordance with Section 875(3) of the General Municipal Law, the policies of the Agency, and the Resolution, the Company covenants and agrees that it may be subject to recapture of any and all Financial Assistance if it is determined by the Agency that:

(a) the Company or its subagents, if any, authorized to make purchases for the benefit of the Project is not entitled to the sales and use tax exemption benefits; or

(b) the sales and use tax exemption benefits are in excess of the amounts authorized by the Agency to be taken by the Company or its subagents, if any; or

(c) the sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the Project; or

(d) the Company has knowingly made a material false or misleading statement, or knowingly omitted any information which, if included, would have rendered any information in the application or supporting documentation false or misleading in any material respect, on its application for Financial Assistance; or

(e) the Company fails to achieve the Employment Obligation or Project Obligation; or

(f) the Company failed to submit to the Agency its annual report so that the Agency can confirm that the Project is achieving the Employment Obligation or Project Obligation and other objectives of the Project.

If the Agency determines to recapture any Financial Assistance, the Company agrees and covenants that it will (i) cooperate with the Agency in its efforts to recover or recapture any or all Financial Assistance obtained by the Company and (ii) promptly pay over any or all such amounts to the Agency that the Agency demands in connection therewith. Upon receipt of such amounts, the Agency shall then redistribute such amounts to the appropriate affected tax jurisdiction(s), unless agreed to otherwise by any tax jurisdiction(s). The Company further understands and agrees that in the event that the Company fails to pay over such amounts to the Agency, the New York State Tax Commissioner may assess and determine the New York State and local sales and use tax due from the Company, together with any relevant penalties and interest due on such amounts.

3.13. The Company acknowledges that the Agency's Financial Assistance is considered to be public funds under Section 224-a of the New York State Labor Law ("Prevailing Wage Requirements"). The Agency has determined that the aggregate of the Financial Assistance amounts to \$83,267.00 in the aggregate, and no part of the Financial Assistance is excluded under Subdivision (3) of the Prevailing Wage Requirements. The Company is obligated under Subdivision 8(a) of the Prevailing Wage Requirements to certify under penalty of perjury within five (5) days of commencement of construction work whether the Project is subject to the provisions of the Prevailing Wage Requirements. Compliance with Prevailing Wage Requirements, if required, is wholly the obligation of the Company, and failure to comply may result in a stop-work order.

#### Article 4. General Provisions.

4.01. This AGREEMENT sets forth the terms and conditions under which Financial Assistance shall be provided to the Company; no Financial Assistance shall be provided to the Company prior to the effective date of this Agreement. This AGREEMENT shall remain in effect until the Lease (or Leaseback) Agreement becomes effective. It is the intent of the Agency and the Company that this AGREEMENT be superseded in its entirety by the Lease (or Leaseback) Agreement, except for the indemnities and guarantee of indemnities contained herein, which shall survive.

4.02. It is understood and agreed by the Agency and the Company that entering into the sale-leaseback or lease-leaseback transaction and the execution of the Lease (or Leaseback) Agreement and related documents are subject to (i) obtaining all



necessary governmental approvals, (ii) approval of the directors of the Company, (iii) approval of the members of the Agency, (iv) satisfactory completion of the environmental review of the Facility by the Agency in compliance with the State Environmental Quality Review Act, (v) agreement by the Agency and the Company upon mutually acceptable terms and conditions for the Lease (or Leaseback) Agreement and other documentation usual and customary to transactions of this nature, (vi) the condition that there are no changes in New York State Law which prohibit or limit the Agency from fulfilling its obligation and commitment as herein set forth to enter into the sale-leaseback or lease-leaseback transaction and (vii) payment by the Company of the Agency's transaction fee and the fees and disbursements of Agency counsel and transaction counsel.

4.03. The Company agrees that it will reimburse the Agency for all reasonable and necessary direct out-of-pocket expenses that the Agency may incur as a consequence of executing this AGREEMENT or performing its obligations hereunder. Examples of such expenses include, but are not limited to, photocopies, phone and fax charges, postage and other shipping charges incurred in connection with closing the lease-leaseback transaction or complying with any requests after closing relating to the lease-leaseback transaction, including but not limited to requests under the Freedom of Information Act, requests relating to the Project.

4.04. If for any reason the sale-leaseback or lease-leaseback transaction does not close on or before twelve (12) months from the execution hereof, the provisions of this AGREEMENT (other than the provisions of Articles 3.05, 3.06, 3.07 and 3.08 above, which shall survive) shall, unless extended by agreement of the Agency and the Company (whether before or after such original expiration date), terminate and be of no further force or effect, and following such termination neither party shall have any rights against the other party except:

(a) The Company shall pay the Agency for all expenses which were incurred by the Agency in connection with the partial demolition, construction, renovation and equipping of the Facility;

(b) The Company shall assume and be responsible for any contracts for construction or purchase of equipment entered into by the Agency at the request of or as agent for the Company in connection with the Project; and

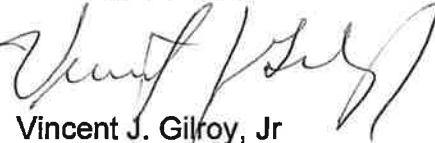
(c) The Company will pay the out-of-pocket expenses of members of the Agency, counsel for the Agency and Transaction Counsel incurred in connection with the Project and will pay the reasonable fees of counsel for the Agency and Transaction Counsel for legal services relating to the Project or the proposed financing thereof.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have entered into this AGREEMENT to be effective as of March 23, 2022.

CITY OF UTICA INDUSTRIAL  
DEVELOPMENT AGENCY

By:



Vincent J. Gilroy, Jr  
Chairman

STURGES MANUFACTURING CO., INC



Tyler C. G  
resid

STATE OF NEW YORK )  
COUNTY OF ONEIDA ) ss.:

Tyler C. Griffith, being first duly sworn, deposes and says:

1. That I am the President of Sturges Manufacturing Co., Inc. (the "Company") and that I am duly authorized on behalf of the Company to bind the Company and to execute this Agreement.
2. That the Company confirms and acknowledges that the owner, occupant, or operator receiving Financial Assistance for the Project is in substantial compliance with all applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.

 5/3/22  
\_\_\_\_\_  
Tyler C. Griffith

Subscribed and affirmed to me under penalties of perjury  
this 3<sup>rd</sup> day of May 2022.

ry P lic)

KELLY L. LALLIER  
Public in the State of New York  
Qualified in Oneida County  
#01LA6199434  
My Comm n Expires January 20, 2025

EXHIBIT A

FORM OF ANNUAL REPORT TO AGENCY

# 2022 ANNUAL PROJECT REPORT



**DUE BY: Friday, February 17, 2023**  
**Utica Industrial Development Agency**

<b>A. Business Information:</b> <i>Please fill in blanks or change as necessary</i>				
Organization Name:		Organization Name Change: (if applicable)*		
Project Address:		Address Change (if applicable)*		
Contact Person:		Contact Person Change: (if applicable)		
Name:		Name:		
Phone:		Phone:		
Fax:		Fax:		
E-mail:		E-mail		
Mailing Address (if different from Organization Address):		Mailing Address Change: (if applicable)		
<b>B. Project Information:</b>				
Project Name:		Project ID:		
Project Description:				
<b>C. Tax Exemptions:</b> <i>Please fill in blanks</i>				
<b>If you claimed exemption from New York State Sales Tax or Mortgage Tax during 2022, please answer the following questions. If not applicable to your project, please indicate by responding with an "N/A" in the blanks provided.</b>				
Total Sales Tax exemption from 1/1/22 –12/31/22 (Actual tax savings, NOT total purchases):		<b>Attach a copy of NYS Form ST-340 on which you reported the value of sales and use tax exemptions for your project.</b> <i>New York State requires that a company receiving sales tax exemptions file an ST-340 no later than the end of February following the year in which the exemption was claimed.</i>		
Value of 2022 Mortgage Recording Tax Exemption (0.75% of the mortgage amount):				
<b>D. Employment Data:</b> <i>2022 employment (only for the location that is receiving UIDA benefits) PLEASE REFER TO the definition of Full-Time Equivalent Jobs.</i>				
Job Classification	Number of <b>Full-Time Equivalent</b> Employees (as of 12/31/22).	Indicate Owner (O) or Tenant (T) jobs	Average annual salary of <b>Full-Time Equivalent</b> employees <small>(Reported in prior column)</small>	Average annual salary range of <b>Full-Time Equivalent</b> employees
Executive Management (Owner / CEO / Management)				
Production / Manufacturing				
Clerical / Administrative				
Other				
<b>Definition of Full Time Equivalent Jobs:</b> Full-time jobs, plus the combination of two or more part-time jobs that, when combined together, constitute the equivalent hours of a full-time position (35 or more hours).				

Please attach copies of your NYS-45 Quarterly Combined Withholding, Wage Reporting & Unemployment Insurance for each quarter in 2022. (Please note that benefits will be terminated if these reports are not submitted.) Report the total number of full-time and part-time covered employees for the third month of the fourth quarter as shown on the NYS-45: \_\_\_\_\_.

If you are a new Company and a NYS-45 is not available, please check here \_\_\_\_\_

Number of Full-Time Equivalent Construction Jobs created during 2022: \_\_\_\_\_

**If the NYS-45 includes multiple locations, please attach a separate sheet that certifies the job information specific to the project location.**

**E. Housing Projects:** Please complete this section if your project involves housing.

Number of rental/housing units projected in original application: _____	
Number of rental/housing units actually created as a result of the project: _____	

**F. Capital Investments:**

Please list investments directly related to the project described in Section B made during the period of January 1 – December 31, 2022. Do not include investments from previous reporting periods or operating expenses.

	As Reported on original Application	Actual Expense in 2022 (Related to the project defined in section B)		As Reported on original Application	Actual Expense in 2022 (Related to the project defined in section B)
<b>Building Cost:</b> <i>(Construction)</i>			<b>Other:</b> <i>(Renovations of existing space)</i>		
<b>Land &amp; Building:</b> <i>(Real Estate)</i>			<b>Total Investment:</b>		
<b>Production Equip.:</b> <i>(Not Sales Taxable)</i>			<b>Total Amount Financed:</b>		
<b>Other Equipment:</b> <i>(Sales taxable equip.)</i>			<b>Mortgage Amount:</b>		

Please reference the original project application and explain any variances from the original project estimates: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Do you anticipate relocating, expanding your business or purchasing equipment within the next 12 months?  
 YES \_\_\_\_\_ NO \_\_\_\_\_  
 If yes, please explain \_\_\_\_\_  
 \_\_\_\_\_

**G. Signature:** Report will not be considered complete unless signature is provided

An Authorized Company Official must certify the information provided by completing the following:

Termination of benefits is possible if the information submitted is determined to be incorrect or if the information is not submitted by the requested date. The UIDA reserves the right to complete an examination of back-up documentation related to the company's reported project information at any time should the UIDA have reasonable cause to do so.

**I hereby attest that the information contained in this report is true and correct to the best of my knowledge.**

\_\_\_\_\_  
 Signature (Authorized Company Official)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Please Print (Name and Title)