

EXHIBIT C

**PROPERTY TAX INCENTIVE PROGRAM
AFFIDAVIT
TO
APPLICATION**

I, _____, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, company officer, managing member, general partner or sole proprietor of _____ (“Applicant”), a company duly organized in the State of _____ as a _____ (Corporation/LLC/Sole Proprietorship/General Partnership/Limited Partnership). Applicant submits this Application requesting payment-in-lieu-of-tax assistance for the project located at _____ (“Site”). The Applicant represents that this Application and all information furnished in support of the Application for the purpose of obtaining financial assistance under The Industrial Development Board of the County Property Tax Incentive Program (“PILOT Program”) are true and complete to the best of Applicant’s knowledge and belief.

2. Applicant hereby acknowledges and declares that it will comply with all submittal requirements for payment-in-lieu-of-tax assistance from The Industrial Development Board of the County of Knox (“IDB”) set forth in the PILOT Program Policies and Procedures, as in effect from time to time, including, without limitation, the following:

(i) Applicant will pay PILOT application fee of _____ and no 100/00 Dollars (\$ _____) to the IDB at the time of application; and

(ii) Applicant will be required to pay the IDB a closing fee equal to five percent (5%) of the anticipated benefit, which will be due upon closing.

3. Applicant acknowledges and declares that the proposed project cannot be undertaken without the assistance of the Property Tax Incentive Program due to one or more of the following reason(s) as checked by Applicant:

___ (i) The Project, if financed by Applicant through cash on hand or through debt financing from a private lender, would not result in a reasonable rate of return to the Applicant; and/or

___ (ii) Applicant would not undertake the full set of improvements contemplated in the Application through resources reasonably available to the Applicant.

4. Applicant hereby agrees that Applicant shall at all times indemnify and hold harmless the IDB, its employees, officers, directors, counsel and consultants against all losses, costs, damages, expenses (including reasonable attorney fees), and liabilities of any nature directly or indirectly resulting from, arising out of, or relating to the acceptance, consideration, approval, or disapproval of this Application under the Knox County Property Tax Assistance program.

DATED this _____ day of _____, 20__

Signature

Title

Signed and sworn to before me this _____ day of _____, 20__

Notary Public

My Commission Expires: _____