

## CERTIFICATE OF APPLICANT

This certificate is delivered to the STATE OF CONNECTICUT, acting herein by its Commissioner of Economic and Community Development (the "State") by the undersigned, (the "Applicant") in connection with the closing of a certain grant (the "Obligation") by the State to the Applicant in the original grant amount not to exceed \$, as authorized by various grant documents.

In connection therewith, the undersigned Applicant hereby certifies and agrees as follows:

1. We have disclosed to the State:
  - (a) Any and all orders, decrees, or judgments of any court or governmental agency relating to the Applicant;
  - (b) All private or governmental action suits or proceedings against the Applicant whether pending or threatened and all judgments, decrees, or orders binding upon or enjoining the Applicant.
  
2. To the best of our knowledge and belief:
  - (a) No adverse change in the financial or any other condition of the Applicant has occurred since the Applicant submitted an application for the grant to the State;
  - (b) The Applicant is in compliance with all the terms and conditions of all permits, licenses, franchises, orders or approvals necessary to operate their businesses;
  - (c) The Applicant has all licenses, permits, approvals, accreditations, written waivers and other authorizations as are necessary in order to enable it to own and conduct its business as currently conducted and occupy and use its real and personal properties without incurring any material liability, and the Applicant is in compliance with the terms and conditions of all such permits, licenses, franchises, orders or approvals;
  - (d) The Applicant has conducted and is conducting its business in compliance with applicable federal, state, local or foreign or other laws, regulations or orders or other requirements of any governmental, regulatory or administrative agency or authority or court or other tribunal relating to it, and the Applicant is not now charged with and is not now under investigation with respect to, any possible material violation of any applicable law, regulation, order or requirement relating to any of the foregoing in connection with the businesses of the Applicant, and the

Applicant has filed all reports required to be filed with any governmental, regulatory or administrative agency or authority;

- (e) The Applicant is not in violation and has not received any notice of any asserted or pending material violation by the Applicant, of any applicable health or safety requirement by whatever governmental entity imposed;
- (f) There are no federal tax claims or liens assessed or filed against the Applicant, and no demand has been made upon the Applicant by a District Director of Internal Revenue for any taxes due to the United States of America; and
- (g) There are no judgments against the Applicant unpaid or unsatisfied, entered in any state or federal court.

- 3. This is a commercial transaction, and no portion of the grant proceeds are intended for the personal, family, or household purposes of the Applicant.
- 4. The Applicant has been represented by independent legal counsel in connection with and at the closing of the Obligation.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
By: \_\_\_\_\_  
Name:  
Title:  
Duly Authorized

Subscribed and sworn to before me, the undersigned, this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_