

SUBSTANCE OF OPINION LETTER

NOTE: This Substance of Opinion Letter is intended only to provide an indication of the nature of the opinion required by the State of Connecticut (the "State"). It is not intended to constitute the form of opinion to be delivered at closing for all transactions and the State reserves the right to require additional or alternative opinion language as circumstances may require.

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[Letterhead of Applicant's Attorney]

State of Connecticut
Department of Economic and Community Development
505 Hudson Street
Hartford, CT 06106

Ladies and Gentlemen:

We have acted as counsel to <a1> (the "Applicant") in connection with the extension by you to the Applicant of financial assistance under the Connecticut General Statutes of near date herewith in the form of a <leg> in an amount not to exceed <G\$1> AND NO/100 DOLLARS (<G\$2>) (the "Grant"). The Financial Assistance is evidenced by an assistance agreement of even date herewith (the "Assistance Agreement") and is secured by: (i) a security agreement covering <DESCRIBE THE COLLATERAL, e.g.: all of the tangible and intangible personal property/ all machinery and equipment purchased or financed with the proceeds of the Grant> owned by the Applicant (the "Security Agreement"); (ii) a UCC-1 Financing Statement with respect to the personal property subject to the Security Agreement (the "Financing Statement"); (iii) an Open-End Mortgage Deed with respect to certain real property owned by the Applicant, located at <ad2>, <ad3> (the "Mortgage"), and (iv) a personal guaranty from <guarantor> (the "Guaranty". The Assistance Agreement, Mortgage, and Guaranty together with such other documents required by you to be executed at closing, being collectively referred to herein as the "Assistance Documents". I understand further that as a condition of providing said Grant that you require the Applicant's attorney to represent certain facts to you and upon which you will rely in providing said Grant, and that this letter is meant to comply with said condition.

Based on the foregoing and after reasonable investigation, I am of the following opinions:

1. The Applicant is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Connecticut, and is duly qualified and in good standing.
2. [Outline Ownership Of The Applicant.]
3. The Applicant has the power and authority to execute, deliver and carry out the terms of the Assistance Documents, and such other documents executed by Applicant and the Applicant has taken all necessary partnership action to authorize the execution, delivery and performance of the Assistance Documents and incurring of the obligations thereunder. Further that <sig> is the duly authorized person to execute the Assistance Documents on behalf of the Applicant.

4. The execution and delivery of the Assistance Documents and compliance with the terms thereof do not violate any provisions of any existing law or regulation or any writ or decree of any court or governmental instrumentality or any agreement, trust or instrument known to us, to which the Applicant is bound or which is binding upon its assets and will not result in the creation or imposition of any lien, security interest, charge or encumbrance of any nature whatsoever upon or in any of the Applicant's assets except as contemplated by the Assistance Documents, and no consent of any other party and no consent, license, approval or authorization of, or registration or declaration with, any governmental bureau or agency is required in connection with the execution, delivery, performance, validity and enforceability of the Assistance Documents.
5. The Assistance Documents constitute legal, valid and binding obligations enforceable against the Applicant in accordance with their terms except to the extent that the enforceability of the Assistance Documents may be limited by bankruptcy or insolvency or other similar laws affecting the creditors' rights generally.
6. To the best of our knowledge, based upon reasonable investigation, there is no litigation pending or threatened against the Applicant or any other contingent liability which materially adversely will change the financial or other conditions of the Applicant.
7. The Mortgage has been duly executed by the Applicant and creates a valid, binding and enforceable lien in the real property described in Exhibit "A" attached and incorporated hereto which is the subject hereof.
8. To the best of our knowledge, based upon reasonable investigation, the Applicant is in compliance with all Federal, state and local laws and regulations relating to the conduct of the Applicant's business and affairs.
9. To the best of our knowledge and based upon reasonable investigation and search of public records, the Applicant has good and clear title to the Collateral subject only to the liens and encumbrances shown on Exhibit "B" attached hereto.

Very truly yours,

<Applicant's Counsel>