

## Mount Isa Transition Fund — Declaration Statement

Words defined in the [Mount Isa Transition Fund Applicant Guidelines](#) have the same meaning in this declaration, unless the context otherwise requires.

I do solemnly and sincerely declare as follows:

1. I am authorised by the Applicant to make this Application and give the below warranties and undertakings on behalf of the Applicant.
2. The Applicant is not insolvent, likely to be insolvent or unable to pay its debts when due and has not entered into any arrangement or composition with its creditors generally or had a receiver, receiver and manager, voluntary administrator, liquidator or other external administrator appointed nor has the Applicant taken or had any steps taken in relation to it which might result in such an appointment.
3. There are no unsatisfied judgments or pending court actions or other proceedings against the Applicant, its directors, senior officers or key personnel.
4. The Applicant, its directors, senior officers and key personnel and the directors and senior officers of any associated persons or entities of the Applicant which may be involved in the Project, have not acted at any time and are not acting in breach of their obligations under any law in conduct of business or in any role as an officer of a company, including (without limitation) their obligations pursuant to the *Corporations Act 2001* (Cth).
5. The Applicant acknowledges that the State will assess the Application, including by undertaking due diligence, probity, risk and economic assessments, and agrees that the State may disclose information about the Project, the Applicant, its directors, senior officers and key personnel, or a proposed client, in the course of undertaking its assessment, including as part of undertaking credit checks of the Applicant, its directors, senior officers and key personnel.
6. There are no matters related to the business interests of the Applicant, or any individual related to the Project, which give rise to, or have the potential to give rise to, a conflict of interest, or which cause any reputational issues for the Queensland Government.

Further, on behalf of the Applicant, I:

- a) warrant to the State that I have seen the Application as it is to be submitted and the information contained in this Application, including the attachments and any information provided in connection with the Application, is true, complete and accurate as at the date on which it is submitted and is not by omission misleading, and may be relied on by the State in assessing the Application and determining whether or not to provide assistance to the Applicant under the Fund;
- b) undertake to promptly notify the State if I become aware of any change in circumstances which causes the information contained in the Application to become inaccurate or incomplete in a material respect;
- c) acknowledge the State will contact the Principal Contact nominated in this Application if any information included in this Application needs to be clarified;
- d) warrant to the State that the Principal Contact nominated in this Application has the delegation to respond to any requests for clarification
- e) acknowledge that the State will rely on the above warranties, acknowledgement and undertaking when evaluating the Application;

- f) acknowledge that the State may elect to remove the Applicant or elect not to further consider an Application at any stage as a result of a material change to the information presented in an Application;
- g) acknowledge that the State may suffer loss or damage if the Applicant breaches the above warranties, acknowledgement and undertaking;
- h) acknowledge that the Applicant has not received any guarantees or assurances that its Application will be approved by the State or that the State will provide any assistance;
- i) acknowledge the terms and conditions on which any funding will be provided to a successful Applicant (subject to any substitute or additional terms and conditions required by the State, in its absolute discretion); and
- j) accept the Applicant Guidelines, including the terms and conditions, and warrant that the Applicant will not breach the Applicant Guidelines or seek to bring any claim, of any kind whatsoever, against the State which is precluded by the Applicant Guidelines.

<b>Applicant's Chief Executive or equivalent</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>Organisation:</b>	
<b>Signature:</b>	
<b>Date:</b>	