

## COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (the "*Agreement*"), is made this 4<sup>th</sup> day of December, 2012, by and among the City of Laramie, Wyoming (the "*Lead City*"), and the other Wyoming municipalities signatory hereto (the Lead City, together with the other Wyoming municipalities signatory hereto, each a "*Participating Municipality*," and collectively, the "*Participating Municipalities*") and as further identified as follows:

the City of Laramie, located in Albany County, hereinafter referred to as "Laramie" or the "Lead City";  
the City of Casper, located in Natrona County, hereinafter referred to as "Casper";  
the City of Cody, located in Park County, hereinafter referred to as "Cody";  
the City of Douglas, located in Converse County, hereinafter referred to as "Douglas";  
the Town of Edgerton, located in Natrona County, hereinafter referred to as "Edgerton";  
the City of Gillette, located in Campbell County, hereinafter referred to as "Gillette";  
the City of Green River, located in Sweetwater County, hereinafter referred to as "Green River";  
the Town of Hanna, located in Carbon County, hereinafter referred to as "Hanna" ;  
the Town of Hartville, located in Platte County, hereinafter referred to as "Hartville";  
the Town of Midwest, located in Natrona County, hereinafter referred to as "Midwest";  
the Town of Pine Bluffs, located in Laramie County, hereinafter referred to as "Pine Bluffs";  
the City of Powell, located in Park County, hereinafter referred to as "Powell";  
the City of Rawlins, located in Carbon County, hereinafter referred to as "Rawlins";  
the City of Rock Springs, located in Sweetwater County, hereinafter referred to as "Rock Springs";  
the Town of Sundance, located in Crook County, hereinafter referred to as "Sundance";  
the Town of Wheatland, located in Platte County, hereinafter referred to as "Wheatland";  
and  
the City of Cheyenne, located in Laramie County, hereinafter referred to as "Cheyenne."

### RECITALS

WHEREAS, pursuant to the Small Business Jobs Act of 2010 (the "*Act*"), the United States Congress appropriated funds to the United States Department of the Treasury ("*Treasury*") under the State Small Business Credit Initiative ("*SSBCI*") to be allocated and disbursed to states and used by states to increase the amount of capital made available to small businesses; and

WHEREAS, the State of Wyoming did not apply for the *SSBCI* funds, permitting the Participating Municipalities therein to apply either individually or jointly; and

WHEREAS, on September 27, 2011, the Participating Municipalities submitted a joint application (the "*Application*") to Treasury under the Act in order that Treasury consider the Participating Municipalities for an Allocation pursuant to the Act; and

WHEREAS, on October 15, 2012, Treasury approved the Application and on the date of this Agreement, Treasury and the Participating Municipalities are entering into that certain Allocation Agreement for Participating Municipalities (the "*Allocation Agreement*") which is attached hereto as Exhibit "A"; and

WHEREAS, the Participating Municipalities are entering into a Services Agreement (the "*Services Agreement*") with Wyoming Smart Capital Network, LLC, a Wyoming limited liability company ("*WSCN*") to administer certain services of the Approved Municipal Programs pursuant to the Act and the Allocation Agreement for the Participating Municipalities. Said Services Agreement is attached hereto as Exhibit "B"; and

WHEREAS, the Participating Municipalities have the authority, including but not limited to pursuant to Wyoming Stat. Ann. §15-1-103(xlii) and Wyoming Stat. Ann. § 16-1-101 to enter into any agreement for the purpose of providing any service or perform any lawful function of which they intend to cooperate with and assist each other;; and

WHEREAS, the Participating Municipalities desire to enter into this Agreement in order to set forth the respective roles and understandings of the Participating Municipalities for the implementation and oversight of the Allocated Funds and the Approved Municipal Programs (each term as defined in the Allocation Agreement); and

WHEREAS, the Participating Municipalities intend for this Agreement to serve as a "Cooperative Agreement" as defined in Section 1.1 of the Allocation Agreement to be reviewed by Treasury as a condition to closing of the Allocation Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants, conditions and agreements hereinafter set forth, the Participating Municipalities hereby agree as follows:

Article I.  
DEFINITIONS AND INTERPRETATION

Section 1.1. Terms Defined in Allocation Agreement. All capitalized terms appearing in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Allocation Agreement.

Section 1.2. Rules of Interpretation. Unless the context shall otherwise indicate, the terms defined in this Agreement shall include the plural as well as the singular and the singular as well as the plural. The words "herein," "hereof," and "hereto," and words of similar import, refer to this Agreement as a whole. The descriptive headings of the several Articles and Sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement and shall not affect the interpretation hereof.

Section 1.3. Allocation Agreement and Services Agreement Prevail. In the event of any irreconcilable conflict between the terms and provisions set forth in the Allocation Agreement and those set forth in this Agreement, the terms and provisions set forth in the Allocation Agreement shall govern and prevail. In addition, in the event of any irreconcilable conflict between the terms and provisions set forth in the Services Agreement (defined below) and those set forth in this Agreement, the terms and provisions set forth in the Services Agreement shall govern and prevail.

## Article II. OPERATION OF PROGRAM

Section 2.1. Joint and Several Responsibility. Each Participating Municipality agrees that it is jointly and severally responsible for the Allocated Funds and for compliance with the Allocation Agreement.

Section 2.2. Allocated Funds. Loans and investments made with Allocated Funds will be made within the boundaries (city limits) of the Participating Municipalities and may be made outside of these boundaries if an Authorized Municipal Official (as hereinafter defined) warrants, in writing, in accordance with Section 4.4.(f) of the Allocation Agreement that that the loan or investment will result in significant economic benefit to the Participating Municipality. Eligible loans and investments will be made throughout these territories based upon the merits and without reference to the relative populations of the Participating Municipalities. Each Participating Municipality acknowledges and agrees that the availability of Allocated Funds under the Approved Municipal Programs to support business and investment in and/or near such Participating Municipality is expected to provide a direct benefit to such Participating Municipality, that the Approved Municipal Programs (as defined in Section 1.1 of the Allocation Agreement) could not be offered in each of the Participating Municipalities in the absence of the cooperative arrangement contemplated by the Allocation Agreement and this Agreement, and that no Participating Municipality is guaranteed that Allocated Funds will be loaned or invested in and/or near such Participating Municipality solely because such Participating Municipality is a party to the Allocation Agreement or a party hereto.

Section 2.3. Services Agreement. The Participating Municipalities agree that WSCN will be administering specific aspects of the Approved Municipal Programs for the Participating Municipalities. The Participating Municipalities agree that WSCN will loan and/or invest all Allocated Funds as authorized under the Act, in accordance of the terms and conditions of the Allocation Agreement, the Application and the Services Agreement. . Under the Services Agreement, WSCN will commit to satisfy and perform on behalf of the Participating Municipalities, and to be bound by as though it were a Participating Municipality, all covenants and agreements of the Participating Municipalities set forth in Article IV and Article VI of the Allocation Agreement, including, without limitation, any and all restrictions set forth therein on uses of Allocated Funds, payment of Allowable Costs and uses of Program Income. Notwithstanding the foregoing, each Participating Municipality agrees that it will remain jointly and severally responsible with the other Participating Municipalities for compliance with all covenants and agreements set forth in the Allocation Agreement.

Section 2.4. No Right of Withdrawal. No Participating Municipality may withdraw from this Agreement, unless the Participating Municipality, with the consent of Treasury, withdraws from the Allocation Agreement. Upon consent of Treasury, the Participating Municipality shall notify the Lead City and the other remaining Participating Municipalities of its intent to withdraw and establishing an effective date of such withdrawal. WSCN shall continue to operate regardless of said withdrawal to fulfill the purposes and intent of the Services Agreement to attract capital and economic development and growth to the state of Wyoming. As described within the Application and the Services Agreement, it is the intent and desire of the Participating Municipalities by and through WSCN to create an evergreen perpetual fund that will be recycled and reinvested beyond the duration of this Agreement and the term of the Allocation Agreement. At no time shall any Participating Municipality be entitled to receive a separate allocation of funds or monies separate and apart from the collective allocation pursuant to this Agreement, the Allocation Agreement or the Services Agreement, except and only as otherwise described pursuant to paragraph 8.6 of the Services Agreement. This provision shall survive the termination of this Agreement.

### Article III.

#### APPOINTMENT OF LEAD CITY; RESPONSIBILITIES OF LEAD CITY AND EACH PARTICIPATING MUNICIPALITY

Section 3.1. Appointment of Lead City. Each Participating Municipality (other than the Lead City) hereby appoints the City of Laramie, Wyoming as the "Lead City" and authorizes the Lead City to act on its behalf to the extent provided in this Article III.

Section 3.2. Responsibilities of Lead City. The Lead City shall serve as the point of contact with Treasury for all matters involving the Application and the Allocation Agreement. The Lead City shall (i) be responsible for compiling, assembling, aggregating and submitting the quarterly reports, annual reports, and SF-425 (Federal Financial Report), (ii) be responsible for responding to any requests for information from Treasury staff, (iii) convene the Board (defined below) in a quarterly telephonic meeting to review financial reports, to receive updates from WSCN and to take any other actions that may be required in connection with the foregoing or as reasonably required to carry out the intent and purposes of the Allocation Agreement and the Services Agreement. In no event will the Lead City be delegated any authority or duties that are required to be fulfilled by each of the individual Participating Municipalities under the Allocation Agreement.

Section 3.3. Responsibilities of Each Participating Municipality. Each Participating Municipality shall (i) provide the certifications required to be delivered by each Participating Municipality pursuant to the Allocation Agreement, (ii) sign and certify the quarterly reports, annual reports, SF-425 (Federal Financial Report) and other reports required to be submitted pursuant to the Allocation Agreement and (iii) verify compliance with the terms and conditions of the Allocation Agreement and the Services Agreement.

Section 3.4. Financial Auditor. The Participating Municipalities shall employ a firm of independent certified public accountants of recognized standing (the "*Financial*

**Auditor")** to conduct an annual financial audit of WSCN and the use of Allocated Funds. The Financial Auditor will perform an audit of WSCN in conformance with standards established by Treasury for the Approved Municipal Programs and deliver the audit to the Participating Municipalities each year. To the extent permitted by the Act and the Allocation Agreement, the fees and expenses of the Financial Auditor shall be paid out of the Allocated Funds.

Section 3.5. **Compliance Reviewer.** The Participating Municipalities shall employ a firm of independent certified public accountants of recognized standing (the "***Compliance Reviewer***") to conduct compliance review of WSCN. To the extent permitted by the Act and the Allocation Agreement, the fees and expenses of the Compliance Reviewer shall be paid out of the Allocated Funds. The Financial Auditor may serve as the Compliance Reviewer. The Compliance Reviewer's roles and responsibilities shall be to:

- a. Accept quarterly summary reports from WSCN. Review reports, including Form SF-425 (Federal Financial Report), for completeness according to standards promulgated by Treasury for the Approved Municipal Programs.
- b. Present such quarterly reports to the Participating Municipalities for submission to Treasury. Reports will be distributed to the Participating Municipalities via a web page supplied by WSCN where Authorized Municipal Officers of the Participating Municipalities may come to review the reports and indicate their approval.
- c. Before it is made, review each loan guarantee of WSCN to confirm that the file is complete, that the guarantee is being made in compliance with the requirements of the Approved Municipal Programs, and that the facts of the file are being included in the summary reports.
- d. Before it is made, review each angel fund investment of WSCN to confirm that the file is complete, that the investment is being made in compliance with the requirements of the Approved Municipal Programs, and that the facts of the file are being included in the summary reports.
- e. Accept annual summary reports from the WSCN, including Form SF-425. Review, for completeness according to standards promulgated by Treasury for the Approved Municipal Programs.
- f. Present such annual reports to the Participating Municipalities for review, approval and submission to Treasury.
- g. At the request of the Participating Municipalities and in compliance with the Services Agreement, act as the duly authorized representative of the Participating Municipalities as often as deemed necessary to audit, examine and make excerpts from or transcripts of, any pertinent documents, papers and records related to WSCN's performance under the Services Agreement.
- h. Review administrative expenses prior to disbursement to confirm allowability per SSBCI requirements.
- i. Report to the Participating Municipalities any appearance of conflict of interest by the WSCN managers that becomes known to the Compliance Reviewer.

Section 3.6 **Financial Institution.** The Participating Municipalities shall engage a financial institution (the "***Financial Institution***") to provide account services. The Financial Institution's roles and responsibilities shall be:

a. Provide a checking account for the Participating Municipalities. Accept the deposit of program funds from the U.S. Department of the Treasury. Deposits are expected of approximately \$4.2 million per year for three years.

b. Ensure the safety of these funds including pledging requirements upon cities in accordance with state statutes.

c. Make disbursements that have been authorized by the Compliance Reviewer. For each disbursement the Financial Institution will:

- Accept checklists from the Compliance Reviewer.
- Determine that the Compliance Reviewer has confirmed compliance.
- If compliance is confirmed, release funds as instructed.

#### Article IV. BOARD

Section 4.1. Composition of the Board. There shall be a "Board" with the various roles and responsibilities as set forth in this Agreement. Each Participating Municipality shall be represented by one natural person on the Board who is qualified to engage in matters of supervision and oversight as required by the Allocation Agreement (each, an "Authorized Municipal Official"). Each Authorized Municipal Official designated by a Participating Municipality shall have full power and authority to represent such Participating Municipality in all matters relating to this Agreement. The Authorized Municipal Official of a Participating Municipality shall be the city auditor of such Participating Municipality or said person's designee or the chief executive officer of such Participating Municipality's respective economic development commission if such person so qualifies or said person's designee. The Authorized Municipal Official of the Lead City will serve as the Chair of the Board.

Section 4.2. Responsibilities of the Board. The Board's primary responsibility is to oversee and supervise the use of the Allocated Funds in Approved Municipal Programs, as required by the Allocation Agreement. Specifically, the Board's responsibilities shall be (i) to identify and inform WSCN of possible loan guaranties and seed fund investments that could be made from Allocated Funds under Approved Municipal Programs, (ii) to engage the Compliance Reviewer and the Financial Auditor, and (iii) to facilitate the sharing of information and reports, to enhance accountability, and to assist the Participating Municipalities in fulfilling their respective obligations under the Allocation Agreement. Both during and after the Allocation Time Period, WSCN shall have sole responsibility for the lending or investment of Allocated Funds (subject to oversight by the Board (as defined herein)), and each of the Participating Municipalities confirms that WSCN is not being engaged to give investment advice to any of the Participating Municipalities. In no event will the Board be delegated any authority or duties that are required to be fulfilled by each of the individual Participating Municipalities under the Allocation Agreement.

Section 4.3. Other Board Responsibilities. The Board (by way of majority vote, each Authorized Municipal Official receiving one vote) shall make decisions on all matters

not addressed by the Allocation Agreement, the Services Agreement and the agreements under which the Compliance Reviewer and the Financial Auditor are engaged. In no event will the Board be delegated any authority or duties that are required to be fulfilled by each of the individual Participating Municipalities under the Allocation Agreement.

Section 4.4. Meetings of the Board. There shall be regular meetings on the first Thursday following the first Monday of each quarter of each calendar year at 1:00p.m., MST. Notice and information pertaining to the logistics of the meeting shall be made available to each Authorized Municipal Official at least twenty-four (24) hours prior to the meeting. Other meetings of the Board may be called on ten (10) business days notice (effective upon receipt) to each Authorized Municipal Official, either personally or by facsimile, electronic transmission or overnight courier. Neither the business to be transacted at, nor the purpose of, any meeting of the Board need be specified in the notice of such meeting. At all meetings of the Board the presence or representation of not less than eleven (11) Authorized Municipal Officials shall be necessary and sufficient to constitute a quorum for the transaction of business. If a quorum is not present at any meeting of the Board, the Authorized Municipal Officials present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At any such adjourned meeting any business may be transacted that might have been transacted at the meeting as originally convened. Unless a different vote is expressly required hereunder, the act of a majority of the Authorized Municipal Officials present at the meeting shall be the act of the Board. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the requisite number of Authorized Municipal Officials that would be necessary to authorize or take such action at a meeting of the Board. An e-mail by an Authorized Municipal Official, or a photographic, photostatic, facsimile or similar reproduction of a writing signed by a Authorized Municipal Official, shall be regarded as signed by the Authorized Municipal Official for purposes of this Section 4.4. A copy of any such written consent so approved shall be promptly provided to any non-consenting Authorized Municipal Officials. Authorized Municipal Officials may participate in and hold a meeting of the Board by using conference telephone, electronic transmission, or similar communications equipment by means of which all individuals participating in the meeting can hear each other. Participation by an Authorized Municipal Official in a meeting pursuant to this Section 4.4 shall constitute his or her presence, except when an individual participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting was not lawfully called or convened. At the first meeting of the Board, the Board shall appoint a chairperson and recording secretary. Each meeting, following identification of attending members and respective Authorized Municipal Officials, shall establish a quorum, shall engage in official business and shall at the conclusion of each meeting, submit such recommendations as it may have to WSCN and the respective Participating Municipalities. Action minutes of each meeting shall be taken by the appointed secretary and distributed (either personally or by facsimile, electronic transmission or overnight courier) to each Authorized Municipal Official within ten (10) business days of the meeting.

Section 4.5. Limitation on Liability. The Authorized Municipal Officials shall not be charged personally with any liability whatsoever by reason of any act or omission

committed or suffered in good faith or in the exercise of their honest discretion in the performance of their duties as members of the Board. Additionally, the Participating Municipalities do not waive their governmental immunities as defined by Wyoming law.

Section 4.6. Conflicts of Interest. No Authorized Municipal Official nor any member of the Board who exercises any duties or responsibilities with respect to the administration and operation of the Programs or who is in a position to participate in a decisionmaking process or gain inside information with regard to such activities (all of the foregoing persons being referred to as "*Related Persons*"), shall obtain, directly or indirectly, any financial or ownership interest in any person, fund or entity that will receive a grant, financial guaranty or investment from the proceeds of any Allocated Funds; provided, however, that nothing in this Section 11.5 shall prohibit any Authorized Municipal Official or member of the Board from engaging in any of the activities specifically contemplated by the Allocation Agreement or from providing support or advisory services to any recipient of Allocated Funds.

#### Article V. REPRESENTATIONS AND WARRANTIES

Section 5.1. Due Authorization. Each Participating Municipality hereby represents and warrants to each other Participating Municipality that the execution, delivery and performance of this Agreement by such Participating Municipality has been duly authorized by all necessary action, and no further action is necessary on the part of such Participating Municipality for such Participating Municipality to execute and deliver this Agreement and to consummate and perform its obligations hereunder.

Section 5.2. Valid and Binding. Each Participating Municipality hereby represents and warrants to each other Participating Municipality that this Agreement has been duly executed and delivered by and constitutes the valid and binding obligation of such Participating Municipality, enforceable against such Participating Municipality in accordance with its terms.

Section 5.3. Qualification of Authorized Municipal Official. Each Participating Municipality hereby represents and warrants to each other Participating Municipality that its Authorized Municipal Official will at all times be qualified to engage in matters of supervision and oversight as required by the Allocation Agreement.

#### Article VI. MISCELLANEOUS

Section 6.1. Term of Agreement. This Agreement shall remain in full force and effect for so long as the Allocation Agreement remains in full force and effect.

Section 6.2. Removal of Defaulting Participating Municipality. If a Participating Municipality receives a written notice from Treasury under Section 6.6 of the Allocation Agreement that such Participating Municipality is in default under the Allocation Agreement, such Participating Municipality may be removed as a party to this Agreement and,

with the consent of Treasury, from the Allocation Agreement by majority vote of the Authorized Municipal Officers of the Participating Municipalities.

Section 6.3. Compliance with Laws. Each Participating Municipality will comply with all applicable requirements of all federal and state laws and regulations relating to the performance of this Agreement.

Section 6.4. Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

Section 6.5. Section Headings and Subheadings. Section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

Section 6.6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, excluding its conflict of law provisions.

Section 6.7. Amendment. This Agreement may not be modified, altered, amended or changed except by the mutual written agreement of the Participating Municipalities.

Section 6.8. Notices. All notices, requests, demands, claims and other communications required or permitted to be given hereunder shall be in writing and shall be sent by (a) personal delivery (effective upon delivery), (b) facsimile or electronic communication (effective on the next day after transmission), (c) recognized overnight delivery service (effective on the next day after delivery to the delivery service), (d) certified mail, return receipt requested and postage prepaid (effective on the third day after being so mailed), in each case addressed to the intended recipient to the address for any Participating Municipality as set forth next to such Participating Municipality's signature block on the signature pages to this Agreement and in Annex 8 of the Allocation Agreement. Any Participating Municipality may change its address for receiving notices by giving written notice of such change to the Lead City in accordance with this Section 6.7 and the Lead City shall provide additional written notice to Treasury.

Section 6.9. Assignment/Subcontracting; Binding Effect. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Participating Municipality (whether by operation of law or otherwise). This Agreement will be binding upon and inure to the benefit of and be enforceable by each of the Participating Municipalities.

Section 6.10. No Third Party Beneficiary. Other than Treasury, the Participating Municipalities do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

Section 6.11. Entire Agreement. This Agreement constitutes the entire agreement between the Participating Municipalities, and supersedes any prior understandings,

agreements, arrangements and representations between the Participating Municipalities, written or oral, to the extent they related in any way to the subject matter hereof.

Section 6.12. Counterparts. This Agreement may be executed in several identical counterparts, and by the Participating Municipalities on separate counterparts, and each counterpart, when so executed and delivered, shall constitute an original instrument, and all such separate counterparts shall constitute but one and the same instrument. Transmission by facsimile, by email in portable document format (PDF) or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by any combination of such means, of an executed counterpart of this Agreement by any Participating Municipality shall be deemed to constitute due and sufficient delivery of such counterpart and such counterpart shall be deemed to be an original counterpart of this Agreement.

[signatures on following pages]

IN WITNESS WHEREOF, the Participating Municipalities have executed this Agreement as of the date first above written.

City of Laramie, Wyoming

By: [Signature]  
Name: Scott Mullner  
Title: Mayor  
Address: City of Laramie  
P. O. Box C  
Facsimile: Laramie, WY 82073

[CITY NAME]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

[CITY NAME]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

[CITY NAME]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Participating Municipalities have executed this Agreement as of the date first above written.

City of Casper, Wyoming

By: Kendyne Schlager  
Name: Kendyne Schlager  
Title: Mayor  
Address: City of Casper  
200 N. David  
Casper, WY 82601  
307-235-8224  
Facsimile: 307-235-8313

[CITY NAME]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

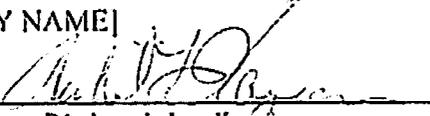
[CITY NAME]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

[CITY NAME]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

CITY OF CHEYENNE, WYOMING  
[CITY NAME]

By: 

Name: Richard L. Kayser

Title: Mayor

Address: 2101 O'Neil Avenue, Room 310  
Cheyenne, Wyoming 82001

Facsimile: (307)638-4340

**IN WITNESS WHEREOF**, the Participating Municipalities have executed this Agreement as of the date first above written.

City of Laramie, Wyoming

By: \_\_\_\_\_  
Name: Scott Mullner  
Title: Mayor  
Address: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

[CITY NAME]

By: Nancy Lisa Brown  
Name: Nancy Lisa Brown  
Title: Mayor  
Address: City of City  
702200 City WY  
Facsimile: 507.527.6532

[CITY NAME]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

[CITY NAME]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

IN WITNESS WHEREOF, the Participating Municipalities have executed this Agreement as of the date first above written.

City of Laramie, Wyoming

By: \_\_\_\_\_

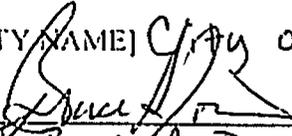
Name: Scott Mullner

Title: Mayor

Address: \_\_\_\_\_

Facsimile: \_\_\_\_\_

[CITY NAME] *City of Douglas, Wyoming*

By:  \_\_\_\_\_

Name: Bruce A Jones

Title: Mayor

Address: PO Box 1030

Douglas WY 82633

Facsimile: 307-358-3462

[CITY NAME]

By: \_\_\_\_\_

Name:

Title:

Address: \_\_\_\_\_

Facsimile: \_\_\_\_\_

[CITY NAME]

By: \_\_\_\_\_

Name:

Title:

Address: \_\_\_\_\_

Facsimile: \_\_\_\_\_

IN WITNESS WHEREOF, the Participating Municipalities have executed this Agreement as of the date first above written.

City of Laramie, Wyoming

By: \_\_\_\_\_  
Name: Scott Mullner  
Title: Mayor  
Address: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

[CITY NAME] Town of Edgerton, Wyoming

By: H.H. "Buck" King  
Name: H.H. "Buck" King  
Title: Mayor  
Address: P.O. Box 407  
Edgerton, WY 82635  
Facsimile: \_\_\_\_\_

[CITY NAME]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

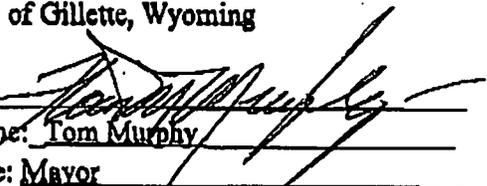
[CITY NAME]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

COOPERATIVE AGREEMENT

**IN WITNESS WHEREOF**, the Participating Municipalities have executed this Agreement as of the date first above written.

City of Gillette, Wyoming

By: 

Name: Tom Murphy

Title: Mayor

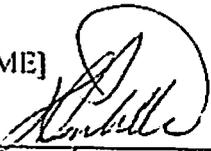
Address: P.O. Box 3003, Gillette, WY 82717

Facsimile: (307) 682-0726

IN WITNESS WHEREOF, the Participating Municipalities have executed this Agreement as of the date first above written.

City of Laramie, Wyoming

By: \_\_\_\_\_  
Name: Scott Mullner  
Title: Mayor  
Address: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

[CITY NAME]   
By: \_\_\_\_\_  
Name: Mayor H. Cristofon  
Title: \_\_\_\_\_  
Address: 50 E 2 N  
Green Rwy, WY 82935  
Facsimile: \_\_\_\_\_

[CITY NAME]  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

[CITY NAME]  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

IN WITNESS WHEREOF, the Participating Municipalities have executed this Agreement as of the date first above written.

City of Laramie, Wyoming

By: \_\_\_\_\_  
Name: Scott Mullner  
Title: Mayor  
Address: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

[CITY NAME] TOWN OF HANNA

By: Tony D. Bubs  
Name: Tony D. Bubs  
Title: Mayor, Hanna  
Address: P.O. Box 99  
Hanna, WY. 82327  
Facsimile: 307-338-9625

[CITY NAME]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

[CITY NAME]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

IN WITNESS WHEREOF, the Participating Municipalities have executed this Agreement as of the date first above written.

City of Laramie, Wyoming

By: \_\_\_\_\_  
Name: Scott Mullner  
Title: Mayor  
Address: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

[CITY NAME]

By: Town of Hactville  
Name: Donnell Koff  
Title: Mayor  
Address: P.O. Box 11  
Hactville, WY 82214  
Facsimile: 307-636-2288

[CITY NAME]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

[CITY NAME]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

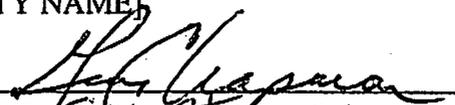
IN WITNESS WHEREOF, the Participating Municipalities have executed this Agreement as of the date first above written.

City of Laramie, Wyoming

By: \_\_\_\_\_  
Name: Scott Mullner  
Title: Mayor  
Address:

Facsimile:  
Facsimile:

[CITY NAME]

By:   
Name: Gary Chapman  
Title: Mayor  
Address: Box 190  
Midwest, Wyo

[CITY NAME]

By: \_\_\_\_\_  
Name:  
Title:  
Address:

Facsimile:

[CITY NAME]

By: \_\_\_\_\_  
Name:  
Title:  
Address:

Facsimile:

IN WITNESS WHEREOF, the Participating Municipalities have executed this Agreement as of the date first above written.

City of Laramie, Wyoming

By: \_\_\_\_\_  
Name: Scott Mullner  
Title: Mayor  
Address: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

[CITY NAME] Pine Bluffs

By: \_\_\_\_\_  
Name: William Shain  
Title: Mayor  
Address: PO Box 429  
Pine Bluffs WY 82082  
Facsimile: 307-247-3883

[CITY NAME]

By: \_\_\_\_\_  
Name:  
Title:  
Address: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

[CITY NAME]

By: \_\_\_\_\_  
Name:  
Title:  
Address: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

IN WITNESS WHEREOF, the Participating Municipalities have executed this Agreement as of the date first above written.

City of Laramie, Wyoming

By: \_\_\_\_\_  
Name: Scott Mullner  
Title: Mayor  
Address: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

[CITY NAME] City of Powell, Wyoming

By: SA Mangold  
Name: Scott Mangold  
Title: Mayor  
Address: 270 North Clark Street  
Powell, WY 82435  
Facsimile: mayormangold@cityofpowell.com

[CITY NAME]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

[CITY NAME]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

IN WITNESS WHEREOF, the Participating Municipalities have executed this Agreement as of the date first above written.

City of Laramie, Wyoming

By: \_\_\_\_\_  
Name: Scott Mullner  
Title: Mayor  
Address: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

[CITY NAME] CITY OF RAWLINS

By: Kenneth C. Klauda  
Name: KENNETH C. KLAUDA  
Title: MAYOR  
Address: P.O. Box 953, 521 W. CEDAR ST.  
RAWLINS, WY 82301  
Facsimile: 307-328-4555

[CITY NAME]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

[CITY NAME]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

IN WITNESS WHEREOF, the Participating Municipalities have executed this Agreement as of the date first above written.

City of Laramie, Wyoming

By: \_\_\_\_\_  
Name: Scott Mullner  
Title: Mayor  
Address: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

[CITY NAME] City of Rock Springs, Wyoming

By: David M. Tate  
Name: David M. Tate  
Title: Acting Mayor  
Address: 212 D Street  
Rock Springs, WY 82901  
Facsimile: 307-352-1516

[CITY NAME]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

[CITY NAME]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

IN WITNESS WHEREOF, the Participating Municipalities have executed this Agreement as of the date first above written.

City of Laramie, Wyoming

By: \_\_\_\_\_  
Name: Scott Mullner  
Title: Mayor  
Address: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

City of Sundance, Wyoming

By: Paul Brooks  
Name: Paul Brooks  
Title: Mayor  
Address: Box 542  
Sundance WY 82729  
Facsimile: 307-283-3452

[CITY NAME]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

[CITY NAME]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

COOPERATION AGREEMENT

City of Wheatland, Wyoming

By: Jean Dixon  
Jean Dixon, Mayor

Attest:

Cindy Kahler  
Town Clerk

STATE OF WYOMING     )  
                                  ) SS.  
COUNTY OF PLATTE    )

The foregoing Cooperation Agreement was acknowledged before me by Jean Dixon, Mayor of the Town of Wheatland, Wyoming, this 20<sup>th</sup> day of November, 2012.

Witness my hand and official seal.

Jenny L. Herriott  
Notary Public



**EXHIBIT A**  
**TO COOPERATIVE AGREEMENT**  
**(Allocation Agreement)**

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)  
OMB Control # 1505-0227

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LARAMIE CONSORTIUM

STATE SMALL BUSINESS CREDIT INITIATIVE  
ALLOCATION AGREEMENT  
FOR  
PARTICIPATING MUNICIPALITIES

December 4, 2012

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)

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**(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)**

**ALLOCATION AGREEMENT** dated as of **December 4, 2012**, between the **United States Department of the Treasury**, an executive department of the United States Government ("Treasury"), and the municipalities listed on Annex 8 attached hereto (the "Participating Municipalities").

**RECITALS**

**WHEREAS**, many companies, particularly small businesses, have found it increasingly difficult to get new loans to keep their businesses operating and banks are tightening requirements or cutting off existing lines of credit even when the businesses are up-to-date on their loan repayments;

**WHEREAS**, in the State Small Business Credit Initiative Act of 2010 (title III of the Small Business Jobs Act of 2010, Public Law 111-240, 124 Stat. 2568, 2582) (the "Act"), Congress appropriated funds to Treasury to be allocated and disbursed to States and eligible municipalities that have created programs to increase the amount of capital made available by private lenders to small businesses, and to cover Treasury's reasonable administrative expenses;

**WHEREAS**, in order to be considered for an allocation (as hereinafter defined), the eligible municipalities must submit an Application (as hereinafter defined) to Treasury for review and evaluation in a noncompetitive selection process; and

**WHEREAS**, based on a review and evaluation of the Participating Municipalities' Application, the Participating Municipalities have been approved to receive an allocation, subject to the satisfaction of the terms and conditions contained in this Agreement (as hereinafter defined);

**THEREFORE**, in consideration of the premises and mutual covenants, conditions and agreements hereinafter set forth, the parties hereto hereby agree as follows:

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)

**ARTICLE I**  
**DEFINITIONS AND RULES OF INTERPRETATION**

**Section 1.1 Definitions.** Terms used in this Agreement that are not defined shall have the same meaning as in the Act. When used in this Agreement, the following terms shall have the respective meanings specified in this Section 1.1, unless the text clearly requires otherwise.

**Allocated Funds.** "Allocated Funds" shall mean the funds awarded to the Participating Municipalities on account of this Allocation.

**Allocation.** "Allocation" shall mean the award of Federal funds by the Treasury to the Participating Municipalities in accordance with the allocation formula contained in the Act.

**Allocation Time Period.** "Allocation Time Period" shall have the meaning ascribed to such term in Section 2.3 of this Agreement.

**Application.** "Application" shall mean the State Small Business Credit Initiative Application dated July 20, 2012, including any written information in connection therewith and any attachments, appendices and/or written supplements thereto, submitted by the Participating Municipalities to Treasury.

**Approved Municipal Programs.** "Approved Municipal Programs" means the Credit Guarantee Program, a collateral support program; and the Seed Capital Network program, a venture capital program, approved by Treasury as eligible for Federal contributions to, or for the account of, the Municipalities' programs.

**Authorized Municipal Official.** "Authorized Municipal Official" means each of the Participating Municipalities' officials having oversight responsibility for the Approved Municipal Program(s).

**Cooperative Agreement.** "Cooperative Agreement" shall mean the required agreement between the Participating Municipalities that delineates obligations among the Participating Municipalities.

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)

**Disbursement.** "Disbursement" shall mean a transfer of Allocated Funds by Treasury to the Participating Municipalities under this Agreement.

**Principal.** "Principal" shall mean, for purposes of Section 4.9, if a sole proprietorship, the proprietor; if a partnership, each managing partner and each partner who is a natural person and holds a 20 percent or more ownership interest in the partnership; and if a corporation, limited liability company, association or a development company, each director, each of the five most highly compensated executives or officers of the entity, and each natural person who is a direct or indirect holder of 20 percent or more of the ownership stock or stock equivalent of the entity.

**Program Income.** "Program Income" shall mean gross income received by the Participating Municipalities that is directly generated by an Allocation-supported activity or earned as a result of this Allocation during the Allocation Time Period. Program Income includes, but is not limited to, income from: fees for services performed that were funded or supported with Allocated Funds; and interest earned on loans made using Allocated Funds. Program Income does not include interest on Allocated Funds, the receipt of principal on loans made using Allocated Funds, rebates, credits, discounts, or refunds, or interest earned on any of them.

**Schedule.** "Schedule" shall have the meaning ascribed to such term in Section 4.2 and Annex 3 of this Agreement.

**Subawardee.** "Subawardee" shall mean the legal entity to which a Subgrant is awarded and which is accountable to the Participating Municipalities for the use of Allocated Funds provided.

**Subgrant.** "Subgrant" shall mean an award of Allocated Funds by the Participating Municipalities to an eligible Subawardee. The term does not include procurement purchases.

**This Agreement.** "This Agreement" or "this Agreement" shall mean this Allocation Agreement dated as of December 4, 2012, together with the Annexes attached hereto, and the Assurances (Non-Construction) submitted by the Participating Municipalities as part of its Application, as the foregoing may be amended or

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modified from time to time in accordance with their respective terms.

**Section 1.2 Rules of Interpretation.** Unless the context shall otherwise indicate, the terms defined in Section 1.1 of this Agreement shall include the plural as well as the singular and the singular as well as the plural. The words "herein," "hereof," and "hereto," and words of similar import, refer to this Agreement as a whole.

**ARTICLE II  
THIS ALLOCATION**

**Section 2.1 The Allocation Commitment.** Subject to all of the terms and conditions hereof and in reliance upon all representations, warranties, assurances, certifications, covenants and agreements contained herein, Treasury will provide to the Participating Municipalities, an Allocation in the aggregate amount not to exceed thirteen million, one hundred sixty-eight thousand, three hundred fifty dollars (\$13,168,350).

**Section 2.2 Purpose of this Allocation.** The purpose of this Allocation is to carry out the Approved Municipal Program(s) as described in Annex 1 attached hereto, which is/are incorporated herein by reference.

**Section 2.3 Allocation Time Period.** The effective date of this Allocation shall be the date of this Agreement. The expiration date of this Allocation is March 31, 2017. The period of time between the effective date and the expiration date is the Allocation Time Period. The Participating Municipalities may charge to this Allocation allowable costs incurred, in accordance with Section 4.2 hereof, during the Allocation Time Period. Costs incurred prior to the Allocation Time Period are not allowable unless authorized in writing by Treasury. After the Allocation Time Period, the Participating Municipalities may charge to unobligated Allocated Funds in their possession allowable costs incurred in accordance with Section 4.2 hereof.

**ARTICLE III**  
**DISBURSEMENTS AND CONDITIONS PRECEDENT TO DISBURSEMENTS**

**Section 3.1 Disbursements of Allocated Funds.** Subject to the terms and conditions hereof, Treasury will make Disbursements of Allocated Funds via electronic funds transfer to the account of the Participating Municipalities designated in advance by the Participating Municipalities. Treasury will make Disbursements to the Participating Municipalities in accordance with Annex 2, attached hereto, which is incorporated herein by reference.

**Section 3.2 Cooperative Agreement.** Before Treasury's initial Disbursement of the Allocated Funds, the Participating Municipalities shall have executed and delivered to Treasury a Cooperative Agreement in form and substance satisfactory to Treasury.

**Section 3.3 Opinion of Participating Municipal Council.** Before Treasury's initial Disbursement of all or a portion of the Allocated Funds, Treasury shall have received, from counsel for each Participating Municipality, a favorable opinion satisfactory in scope, form, and substance to Treasury, with respect to the matters stated in Sections 5.1, 5.2, 5.3, 5.4, 5.5, and 5.6 hereof. Such opinions shall also cover such other matters incident hereto as Treasury may require. Opinions conforming substantially to the form opinion of counsel attached hereto as Annex 6 will be satisfactory to Treasury.

**Section 3.4 Conditions Precedent for Disbursements.** In addition to the prerequisite set forth in Sections 3.2 and 3.3 hereof, each Participating Municipality shall provide before each successive Disbursement following the initial one-third Disbursement certifications signed by each Authorized Municipal Official that such Participating Municipality has performed and complied with all applicable agreements and conditions contained herein, and that with respect to each Participating Municipality, the representations and warranties set forth in this Agreement and in the Assurances (Non-Construction) contained as part of the Application shall be true and correct in all material respects. The form of the certification is in Exhibit 2-1 of Annex 2 attached hereto. If any condition or prerequisite specified herein or in any document connected herewith shall not have been fulfilled to the satisfaction of Treasury, Treasury may, in its sole discretion, elect not to

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)

make a Disbursement until such time as such condition or prerequisite shall be fulfilled to the satisfaction of Treasury.

**ARTICLE IV  
COVENANTS AND AGREEMENTS OF THE PARTICIPATING MUNICIPALITIES**

Each Participating Municipality shall duly perform and observe each and all of the following covenants and agreements unless the text clearly requires a different duration:

**Section 4.1 Compliance with Government Requirements.** In carrying out its responsibilities pursuant to this Agreement, such Participating Municipality shall comply with the Act, Treasury regulations or other requirements prescribed by Treasury pursuant to the Act, and applicable provisions of the grants management common rule referenced in the attachment to OMB Circular A-102 ("Grants and Cooperative Agreements with State and Local Governments"), which are incorporated herein by reference. The Participating Municipality also shall comply with all applicable Federal, State, and local laws, regulations, ordinances, and OMB Circulars, including, but not limited to, the regulations at 31 C.F.R. Part 21, related to lobbying.

**Section 4.2 Authorized Uses of Allocated Funds/Allowable Costs.** The Participating Municipality shall only use the Allocated Funds for the purposes and activities specified in this Agreement including, but not limited to, the Schedule contained in Annex 3 attached hereto, which is incorporated herein by reference, and for paying allowable costs of those purposes and activities in accordance with the cost principles set forth in OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments) and codified in 2 C.F.R. Part 225.

**Section 4.3 Authorized Uses of Program Income.** The Participating Municipality shall add Program Income to the Allocated Funds, and shall use such Program Income for the same purposes and under the same conditions as the Allocated Funds.

**Section 4.4 Restrictions on the Use of Allocated Funds Funds and Program Income.**

**(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)**

- (a) No Participating Municipality shall use any Allocated Funds in a manner other than as authorized hereunder, without the prior written approval of Treasury.
- (b) No Participating Municipality shall use any Allocated Funds to pay any person to influence or attempt to influence any agency, elected official, officer or employee of a State or Local Government in connection with the making, award, extension, continuation, renewal, amendment, or modification of any State or Local Government contract, grant, loan or cooperative agreement as such terms are defined in 31 U.S.C. § 1352.
- (c) No member of or delegate to the United States Congress or resident U.S. Commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise herefrom.
- (d) No Participating Municipality shall use any Allocated Funds to pay any costs incurred in connection with (i) any defense against any claim or appeal of the United States Government, any agency or instrumentality thereof (including Treasury), against the Participating Municipality, or (ii) any prosecution of any claim or appeal against the United States Government, any agency or instrumentality thereof (including Treasury), which the Participating Municipality instituted or in which the Participating Municipality has joined as a claimant.
- (e) No Participating Municipality shall use any Allocated Funds for loans used to finance, in whole or in part, business activities prohibited by Treasury regulations, including Treasury regulations promulgated after the date of this Allocation Agreement and the SSBCI Policy Guidelines as published by Treasury on its website at [www.treasury.gov/ssbci](http://www.treasury.gov/ssbci).
- (f) No Participating Municipality may use Allocated Funds outside the geographic borders of the Participating Municipality unless the Authorized Municipal Official or chief executive of the Participating Municipality warrants, in writing, that the loan or investment will

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result in significant economic benefit to the Participating Municipality.

**Section 4.5 Commencement of Performance.** Each Participating Municipality shall be fully positioned within 90 days of the date of this Agreement to act on providing the type of credit support that the Approved Municipal Program was established to provide using the Allocated Funds.

**Section 4.6 SSBCI Policy Guidelines, National Standards and Internal Control and Financial Management System Requirements.**

- (a) Each Participating Municipality shall comply with the SSBCI Policy Guidelines published by Treasury on its website at [www.treasury.gov/ssbci](http://www.treasury.gov/ssbci), including any SSBCI Policy Guidelines and national standards that are established by Treasury after the date of this Allocation Agreement.
- (b) Each Participating Municipality shall comply with the standards for financial management systems, including internal control requirements, specified in the grants management common rule at § \_\_.20. Notwithstanding the foregoing, the cash management requirements in § \_\_.20(b)(7) of the grants management common rule shall not apply to the Participating Municipalities.

**Section 4.7 Quarterly Reporting.** Within 30 days after the end of each quarterly reporting period (excluding the quarterly reporting period ending on the expiration date of this Allocation), the Participating Municipalities shall deliver to Treasury a quarterly report, which shall be signed by each of the Participating Municipalities' Authorized Municipal Official. The reporting period covered by, and the due date for, each quarterly report are listed in Annex 5 attached hereto. Each report shall be in such form as Treasury may, from time to time prescribe, and shall consist of the following information:

- (a) A report on the use of Allocated Funds for each Approved Municipal Program on both a quarterly and a cumulative basis, including the total amount of Allocated Funds used for direct and indirect administrative costs, the total amount of Allocated Funds used, the amount of Program Income generated,

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)

and the amount of charge-offs against the Federal contributions to the reserve funds set aside for any Approved Capital Access Programs; and

(b) A certification in the form prescribed in Annex 4.

**Section 4.8      Annual Reports.**

- (a) For CAPs and OCSPs other than venture capital programs, by March 31 of each year, beginning March 31, 2013, the Participating Municipalities shall submit to Treasury an annual report, for the prior calendar year ending December 31<sup>st</sup>, which shall be signed by each Authorized Municipal Official, in such form as Treasury may from time to time prescribe, that contains the following information for each loan, indicating the SSBCI-approved loan program in which the loan is enrolled (e.g. capital access program, loan guarantee, loan participation, direct loan, collateral support):
1. A unique loan identifier number, the census tract and zip code of the borrower's principal location in the municipality;
  2. The lending institution's name and Employer Identification Number (EIN);
  3. The total amount of principal loaned/authorized as a line of credit, and of that amount, the portion that is from non-private sources;
  4. Date of initial disbursement;
  5. For CAP loans, the insurance premiums paid by the borrower, the lender, and the Participating Municipalities; or for loans in which the Participating Municipalities are participating, the amount of the participation; or for loans guaranteed by the Participating Municipalities, the amount of loan guarantee provided by the SBBCI recipient and the amount of funds set aside by the Participating Municipalities to cover the loan guarantee; or for loans for which the Participating Municipalities provide collateral support, the

**(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)**

amount of collateral support provided and the amount of funds set aside by the Participating Municipalities to cover the collateral support obligation;

6. The borrower's annual revenues in the last fiscal year;
7. The borrower's Full Time Equivalent (FTE) employees;
8. The 6-digit North American Industry Classification System (NAICS) code for the borrower's industry;
9. The year the borrower's business was incorporated; and
10. The estimated number of jobs created or retained as a result of the loan.
11. The amount of additional private financing occurring after the loan closing, if required under the provisions of Annex 7.

All data elements (1) through (10) shall be reported only in the annual report covering the period in which the loan was made. If required under the provisions of Annex 7, the Participating Municipalities will provide the data required in (11) for the periods specified in Annex 7.

- (b) For OCSP venture capital programs, by March 31 of each year, beginning March 31, 2013, each Participating Municipality shall submit to Treasury an annual report, for the year ending December 31<sup>st</sup>, which shall be signed by each Authorized Municipal Official, in such form as Treasury may from time to time prescribe, that contains the following information for each investment in an eligible small business, indicating the SSBCI -approved venture capital program:

1. A unique investment identifier number, the census tract and zip code of the investee's principal location in that state;

**(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)**

2. The State Small Business Credit Initiative-approved program in which the venture capital investment is enrolled;
3. The total amount of venture capital and other financing invested or loaned, and of that amount, the portion that is from non-private support;
4. The amount of venture capital provided by the Approved Municipal venture capital fund program;
5. Date of initial disbursement;
6. The business's annual revenues in the last fiscal year;
7. The business's Full Time Equivalent (FTE) employees;
8. The 6-digit North American Industry Classification System (NAICS) code for each business's industry;
9. The year the business was incorporated; and
10. The estimated number of jobs created and the estimated number of jobs retained as a result of the investment;
11. The amount of additional private financing occurring after the investment closing, if required under the provisions of Annex 7.

All data elements (1) through (10) shall be reported only in the annual report covering the period in which the investment was made. If required under the provisions of Annex 7, each Participating Municipality will provide the data required in (11) for the periods specified in Annex 7.

- (c) The Participating Municipalities shall also provide detailed information on any qualifying loan or swap funding facility and information on aggregate loan losses.

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- (d) For the final annual report due on March 31, 2017, a summary of the performance results of this Allocation, including a narrative of how or the extent to which the purpose of this Allocation, as described in Annex 1 attached hereto, was accomplished using Allocated Funds.

In addition, each Authorized Municipal Official shall attach to the Participating Municipalities' annual report a completed and executed Federal Financial Report, SF-425. The due dates for the submission of the annual reports are listed in Annex 5 attached hereto.

Treasury may require the Participating Municipalities to submit this report using an electronic reporting system.

**Section 4.9 Access to Records of and Certifications from Financial Institutions.** Before providing any loan, loan guarantee, or other financial assistance using Allocated Funds to a financial institution or any other private entity, the Participating Municipalities shall obtain the following:

- (a) the binding written agreement of the financial institution or other private entity to make available to the Treasury Inspector General all books and records related to the use of the Allocated Funds, subject to the Right to Financial Privacy Act (12 U.S.C. § 3401 et seq.), including detailed loan records, as applicable;
- (b) a certification from the financial institution that the financial institution is in compliance with the requirements of 31 C.F.R. § 103.121; and
- (c) a certification from the private entity, including any financial institution, that the Principals of such entity have not been convicted of a sex offense against a minor (as such terms are defined in section 111 of the Sex Offender Registration and Notification Act (42 U.S.C. 16911)).

**Section 4.10 Notices of Certain Material Events.** The Participating Municipalities shall promptly notify Treasury in writing in reasonable detail of any of the following events:

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- (a) any proceeding instituted against any Participating Municipality in, by or before any court, governmental or administrative body or agency, which proceeding or its outcome could have a material adverse effect upon the operations, assets or properties of the Participating Municipality;
- (b) any material adverse change in the condition, financial or otherwise, or operations of any of the Participating Municipalities;
- (c) the occurrence of any event described in Sections 6.1 and 6.2 herein (General Events of Default and Specific Events of Default);
- (d) problems, delays, or adverse conditions, real or anticipated, that will materially impair any Participating Municipality's ability to accomplish the purpose of this Allocation set forth in Annex 1 attached hereto, with a description of actions taken or contemplated to be taken, and any assistance needed to resolve the situation;
- (e) deviations from the annual schedule submitted by the Participating Municipalities under Section 4.8 apportioning Allocated Funds among the Approved Municipal Programs if the deviations will result in the need for additional funding from any third party to accomplish the purpose of this Allocation set forth in Annex 1 attached hereto; and
- (f) favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.
- (g) any material change to the Cooperative Agreement referenced in Section 3.2 which includes, but is not limited to the addition or withdrawal of any municipality from the Cooperative Agreement, changes in any governance structure of the Cooperative Agreement, or change in the relationship to the administering entity in the Cooperative Agreement.

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**Section 4.11 High Risk.** Notwithstanding the foregoing, Treasury may unilaterally increase the frequency and the scope of Participating Municipalities' reporting requirements if Treasury finds the Participating Municipalities to be high risk in accordance with the grants management common rule at § \_\_.12.

**Section 4.12 Subgrants.** The Participating Municipalities shall not make any Subgrants using Allocated Funds without the prior written approval of Treasury.

**Section 4.13 Retention of Records.** The Participating Municipalities shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Allocation for a period of three years from the date of submission of the final quarterly report under Section 4.7 herein, except as otherwise provided in the grants management common rule at § \_\_.42.

**Section 4.14 Right to Inspect, Audit and Investigate.** Treasury, the Treasury Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of the Participating Municipalities that are pertinent to the Allocation, in order to make audits, investigations, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access to the Participating Municipalities' personnel for the purpose of interview and discussion related to such documents. This right of access shall last as long as records are retained, except that Treasury's right of access expires on September 27, 2017.

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ARTICLE V  
REPRESENTATIONS AND WARRANTIES

The Participating Municipalities hereby jointly and severally make each and all of the following representations and warranties:

**Section 5.1 Designation of Eligible Organization.** Each Participating Municipality has designated the particular office identified in Annex 8 opposite the name of the respective Participating Municipality to implement the respective Participating Municipality's Approved Municipal Programs in accordance with the Cooperative Agreement. Each party identified is a department, agency, or political subdivision of the Participating Municipality.

**Section 5.2 Authority.** Each Participating Municipality has all requisite power and authority under the constitution and the laws of the State of Wyoming to execute and deliver this Agreement, to consummate the transactions contemplated hereby, and to perform its obligations hereunder.

**Section 5.3 Due Authorization.** The execution and delivery by each Participating Municipality of this Agreement, the consummation by each Participating Municipality of the transactions contemplated hereby, and the performance by each Participating Municipality of its obligations hereunder have been duly authorized by all necessary action on the part of the Participating Municipality.

**Section 5.4 Due Execution and Delivery; Binding Agreement.** This Agreement has been duly executed and delivered by each Participating Municipality, and constitutes the legal, valid and binding obligation of each Participating Municipality enforceable in accordance with its terms.

**Section 5.5 No Conflicts.** The execution and delivery by each Participating Municipality of this Agreement, the consummation by each Participating Municipality of the transactions contemplated hereby, and the performance by each Participating Municipality of its obligations hereunder do not and will not:

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- (a) conflict with or violate any existing law or administrative regulation, or any existing administrative or judicial decree or order; and
- (b) conflict with, result in a breach of, or constitute a default under any existing agreement or other instrument to which such Participating Municipality is subject or by which it is bound.

**Section 5.6**     **Litigation.** There is no lawsuit or judicial or administrative action, proceeding, or investigation pending or threatened against any Participating Municipality which is likely to have a material adverse effect on the ability of such Participating Municipality to perform its obligations under this Agreement.

**Section 5.7**     **Disclosure.** Neither this Agreement nor any Annex attached hereto, nor any certification or assurance referenced herein, nor any other document or instrument delivered to Treasury by any Participating Municipality pursuant to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading. Each Participating Municipality has disclosed, in writing, to Treasury all facts that might reasonably be expected to result in a material adverse effect upon such Participating Municipality's ability either to conduct its business or to carry out the purpose of this Allocation. No Participating Municipality has knowingly and willfully made or used a document or writing containing any false, fictitious or fraudulent statement or entry as part of its correspondence or communication with Treasury.

**ARTICLE VI**  
**TERMINATION FOR CAUSE AND OTHER REMEDIES**

**Section 6.1**     **General Events of Default.** In the event that either:

- (a) any representation, warranty, certification, assurance or any other statement of fact contained in this Agreement or the Application of any Participating

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Municipality including, but not limited to, the Assurances (Non-Construction) contained as part of the Application, or any representation or warranty set forth in any document, report, certificate, financial statement or instrument now or hereafter delivered to Treasury in connection with this Agreement, is found to be inaccurate, false, incomplete or misleading when made, in any material respect; or

- (b) any Participating Municipality materially fails to observe, comply with, meet or perform any term, covenant, agreement or other provision contained in this Agreement including, but not limited to, any Participating Municipality's failure to submit complete and timely quarterly reports or annual reports, or any Participating Municipality ceases to use the Allocated Funds to undertake the activities authorized in Annex 1 attached hereto;

Treasury, in its sole discretion, may find any or all of the Participating Municipalities to be in default.

**Section 6.2 Discretionary Remedies.** If Treasury finds any Participating Municipality to be in default under Section 6.1 of this Agreement, Treasury may, in its sole discretion, take any one or more of the following actions, subject to Section 6.6 of this Agreement:

- (a) withhold Disbursements pending the Participating Municipalities' correction of the default; or
- (b) wholly or partly reduce, suspend, or terminate the commitment of Treasury to make Disbursements to the Participating Municipalities under this Agreement, whereupon the commitment of Treasury to make Disbursements to any or all Participating Municipalities under this Agreement will be reduced, suspended, or terminated, as the case may be.

**Section 6.3 Specific Events of Default.** In the event of a Treasury Inspector General audit finding of either:

- (a) intentional or reckless misuse of Allocated Funds by any Participating Municipality; or

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- (b) any Participating Municipality having intentionally made misstatements in any report issued to Treasury under the Act;

Treasury shall find any or all the Participating Municipalities to be in default.

**Section 6.4 Mandatory Remedies.** If Treasury finds the Participating Municipalities to be in default under Section 6.3 of this Agreement, Treasury shall take the following actions:

- (a) in the case of an event of default under Section 6.3(a), recoup any misused Allocated Funds that have been disbursed to the Participating Municipalities; or
- (b) in the case of an event of default under Section 6.3(b), terminate the commitment of Treasury to make Disbursements to the Participating Municipalities under this Agreement, and find the Municipalities ineligible to receive any additional funds under the Act, whereupon the commitment of Treasury to make Disbursements to the Participating Municipalities under this Agreement will be terminated and the Municipalities will be ineligible to receive any additional funds under the Act.

**Section 6.5 No Waiver.** No delay or failure by Treasury in the exercise of any right, power, or remedy accruing upon the occurrence of any event described in Section 6.1 or Section 6.3 herein shall impair any such right, power, or remedy, or be construed to be a waiver of or acquiescence in such event, nor shall any abandonment or discontinuance of steps taken to exercise any right, power or remedy preclude any further exercise thereof.

**Section 6.6 Prior Notice to Participating Municipalities of Exercise of Remedies.** Prior to exercising or imposing any remedy contained in Section 6.2 other than a withholding of a Disbursement(s) under Section 6.2(a), Treasury will, to the maximum extent practicable, provide the Participating Municipalities with written notice of the event(s) described in Section 6.1 hereof and the proposed remedy. Treasury's written notice will give the Participating Municipalities 10 calendar days from the date of the notice to respond. Treasury may, in

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its sole discretion, also afford the Participating Municipalities 20 calendar days from the date of the notice to correct the event. If the Participating Municipalities fail to correct the event within either the 10 calendar day response time or, if applicable, the 20 calendar day correction or cure period, Treasury may, in its sole discretion, impose or exercise the remedy or remedies set forth in its written notice. Moreover, if the Participating Municipalities fail to respond timely to Treasury's written notice, Treasury may impose or exercise the remedy or remedies set forth in its written notice, effective as of the date specified in such notice. Nothing in this Agreement, however, will provide the Participating Municipalities with any right to any formal or informal hearing or comparable proceeding not otherwise required by law.

**ARTICLE VII  
TERMINATION OF AVAILABILITY**

**Section 7.1 Termination of Availability.** Treasury may, upon submitting to the Participating Municipalities written notification, terminate any or all of the Participating Municipalities' Allocation of any portion of the Allocated Funds that Treasury has not disbursed to the Participating Municipalities by 2-years from the date of this Allocation Agreement.

**ARTICLE VIII  
MISCELLANEOUS**

**Section 8.1 Notices.** All notices, requests, demands, consents, waivers and other communications given under any provision of this Agreement shall be in writing and shall be delivered by hand, mailed by postage-prepaid first-class mail, delivered by overnight courier service, or transmitted electronically via facsimile (fax) or email transmission to the addresses indicated below:

if to Treasury:

Department of the Treasury  
ATTN: State Small Business Credit Initiative

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)

Main Treasury Building  
Room 1310  
1500 Pennsylvania Avenue, N.W.  
Washington, DC 20220

Telephone No. (202) 622-0713  
Facsimile No. (202) 622-9947  
Email address: SSBCIapplications@treasury.gov

if to the Participating Municipalities, please see  
Annex 8 for detailed contact information.

The address, telephone number, email address or facsimile number  
for either party hereto may be changed at any time and from time  
to time upon written notice given to the other party.

**Section 8.2 Entire Agreement.** This Allocation Agreement  
(including all annexes and amendments thereto), the Application  
and the attachments, exhibits, appendices and supplements to the  
Application, and the Allocation notice letter, between the  
Participating Municipalities and Treasury with respect to the  
obligation of funds necessary to provide transfers to the  
Participating Municipalities contain the entire agreement of the  
parties with respect to the subject matter hereof and supersede  
all prior agreements or understandings, written or oral, in  
respect thereof. The Application, including any attachments,  
exhibits, appendices and supplements thereto, any attachments,  
schedules, annexes, appendices and supplements to the Allocation  
Agreement, and said Allocation notice letter are incorporated in  
and made a part of this Agreement.

**Section 8.3 Amendments.** Unless otherwise expressly  
provided in this Agreement, no provision of this Agreement may  
be amended, modified, waived, supplemented, discharged or  
terminated orally but only by an instrument in writing duly  
executed by Treasury and each Participating Municipality. If the  
Participating Municipalities propose to make an amendment to the  
Allocation Agreement, they must submit a request, in writing, to  
Treasury.

**Section 8.4 Assignment.** The Participating  
Municipalities may not assign or transfer their rights under  
this Agreement without the prior written consent of Treasury.

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**Section 8.5 Successors.** This Agreement shall be binding upon and inure to the benefit of Treasury and the Participating Municipalities and their respective successors and permitted assigns.

**Section 8.6 Cumulative Rights.** Each and every right, power, and remedy conferred in this Agreement shall be cumulative and shall be in addition to every other right, power and remedy herein conferred or now or hereafter existing at law or in equity, by statute or otherwise.

**Section 8.7 No Election.** Each and every right, power, and remedy, whether conferred in this Agreement or otherwise existing, may be exercised from time to time and as often and in such order as may be determined by Treasury, and the exercise or the beginning of the exercise of any right, power or remedy shall not be construed to be an election or a waiver of the right to exercise at the same time or thereafter any other right, power or remedy.

**Section 8.8 Rights Confined to Parties.** Nothing expressed or implied herein is intended or shall be construed to confer upon, or to give, any person other than the Participating Municipalities or Treasury, and their respective successors and permitted assigns, any right, remedy or claim under or by reason of this Agreement or of any term, condition, representation, warranty, covenant, or agreement contained herein, and all of the terms, conditions, representations, warranties, covenants, and agreements contained herein shall be for the sole and exclusive benefit of the Participating Municipalities, and Treasury, and their respective successors and permitted assigns.

**Section 8.9 No Partnership.** Neither this Agreement nor any part or provision hereof, nor the exercise by Treasury of any of its respective rights or remedies hereunder, shall evidence or establish, be construed as evidencing or establishing, any partnership, joint venture, or similar relationship of Treasury with the Participating Municipalities.

**Section 8.10 Survival of Representations and Warranties.** All representations, warranties, covenants, and agreements made by each Participating Municipality in this Agreement (including, without limitation, the Application and the Assurances (Non-Construction) submitted by the Participating Municipalities as part of the Application and the Cooperative Agreement referenced

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in section 3.2) or in any document, report, certificate, financial statement, note, or instrument now or hereafter furnished in connection with this Agreement shall survive the execution and delivery of this Agreement and the Disbursement of Allocated Funds pursuant hereto.

**Section 8.11 Applicable Law.** This Agreement, and the rights and obligations of the parties hereunder, shall be governed by, and construed and interpreted in accordance with United States Federal law and not the law of any State or locality of the United States. To the extent that a court looks to the laws of any State to determine or define the Federal law, it is the intention of the parties hereto that such court shall look only to the laws of the State of Wyoming.

**Section 8.12 Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not of itself invalidate or render unenforceable such provision in any other jurisdiction.

**Section 8.13 Headings.** The descriptive headings of the various articles and sections contained in this Agreement were formulated and are for convenience only and shall not be deemed to affect the meaning or construction of the provisions hereof.

**Section 8.14 Counterparts.** This Agreement may be executed in separate counterparts, each of which shall constitute an original but all of which together shall constitute one and the same instrument.

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

TREASURY: United States Department of the Treasury

By: \_\_\_\_\_  
Name: Don Graves Jr.  
Title: Deputy Assistant Secretary

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)

PARTICIPATING MUNICIPALITY: Casper

By: \_\_\_\_\_  
Name: Kenyne Schlager  
Title: Mayor

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY: Cheyenne

By: \_\_\_\_\_  
Name: Rick Kaysen  
Title: Mayor

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY: Cody

By: \_\_\_\_\_  
Name: Nancy Brown  
Title: Mayor

\_\_\_\_\_  
Date:

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)

PARTICIPATING MUNICIPALITY: Douglas

By: \_\_\_\_\_  
Name: Bruce Jones  
Title: Mayor

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY: Edgerton

By: \_\_\_\_\_  
Name: H.H. "Buck" King  
Title: Mayor

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY: Gillette

By: \_\_\_\_\_  
Name: Carter Napier  
Title: City Administrator

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY: Green River

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By: \_\_\_\_\_  
Name: Hank Castillion  
Title: Mayor

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY: Hanna

By: \_\_\_\_\_  
Name: Tony Poulos  
Title: Mayor

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY: Hartville

By: \_\_\_\_\_  
Name: Darrell Offe  
Title: Mayor

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY: Laramie

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)

By: \_\_\_\_\_  
Name: Janine Jordan  
Title: City Manager

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY: Pine Bluffs

By: \_\_\_\_\_  
Name: Caryn Miller  
Title: Town Administrator

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY: Powell,

By: \_\_\_\_\_  
Name: Scott Mangold  
Title: Mayor

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY: Rawlins

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By: \_\_\_\_\_  
Name: Kenneth Klouda  
Title: Mayor

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY: Rock Springs

By: \_\_\_\_\_  
Name: Carl Demshar  
Title: Mayor

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY: Sundance

By: \_\_\_\_\_  
Name: Paul Brooks  
Title: Mayor

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY Wheatland

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)

By: \_\_\_\_\_  
Name: Jean Dixon  
Title: Mayor

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY Midwest

By: \_\_\_\_\_  
Name: Guy Chapman  
Title: Mayor

\_\_\_\_\_  
Date:

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)

ANNEX 1

PURPOSE OF THE ALLOCATION

This Annex 1 constitutes an integral part of the Allocation Agreement dated as of December 4, 2012, between the Treasury and the Participating Municipalities.

The purpose of the Allocation is to assist the Participating Municipalities to increase the amount of capital made available by private lenders to small businesses through its Approved Municipal Programs.

To accomplish this, the Participating Municipalities will use \$3,000,000 of their Allocated Funds to support the new Seed Capital Network (SCN) program, a venture capital program that will create angel investment networks that will invest in eligible small businesses in the Participating Municipalities.

The Participating Municipalities will use \$10,168,350 of their Allocated Funds to support the new Credit Guarantee Program (CGP) will pledge up to 50 percent of the loan value in cash collateral to financial institution lenders for loan requests where there financial institutions have identified a collateral shortfall.

Both the CGP and the SCN programs will be implemented by the Participating Municipalities, as identified in Annex 8, in accordance with the Cooperative Agreement.

Section 5.1 of the Allocation Agreement identifies the Participating Municipalities as the agencies responsible for the implementation of the Participating Municipalities' Approved Municipal Programs. In the application dated, July 20, 2012, the Participating Municipalities identified the Wyoming Smart Capital Network (WSCN), as a contracting entity which would be administering specific aspects of the Approved Municipal Programs. WSCN is a for-profit entity supervised by the Participating Municipalities. As a result of WSCN's administration of specific aspects of the Approved Municipal Programs, the Participating Municipalities shall extend and apply to WSCN, and shall require WSCN to also comply with, the provisions of Article IV and VI of the Allocation Agreement

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(except that, for the purpose of extending and applying Articles IV and VI WSCN's administration of specific aspects of the Approved Municipal Programs, the Participating Municipalities shall substitute references to "Participating Municipalities" in Articles IV and VI with references to "WSCN" except for purposes of Section 4.2, references to OMB Circular A-87 will be substituted with reference to the Federal Acquisition Regulation, 48 C.F.R. Part 31.2).

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ANNEX 2

DISBURSEMENT  
POLICIES AND PROCEDURES

This Annex 2 constitutes an integral part of the Allocation Agreement dated as of December 4, 2012, between the Treasury" and the Participating Municipalities.

1. Treasury Disbursement of Initial One-Third of Allocated Funds to the Participating Municipalities.

Treasury will promptly disburse the first one-third of the Allocation to the Participating Municipalities after each Participating Municipality executes the Allocation Agreement and Treasury receives the opinions required by Annex 6.

2. Subsequent Disbursements of Allocated Funds

Except as provided in paragraphs 2 and 3 herein, Treasury will disburse to the Participating Municipalities each successive one-third of the Allocation Funds after each Participating Municipality certifies to Treasury that it has expended, transferred, or obligated 80 percent of the last transferred one-third for federal contributions to, or for the account of, the Approved Municipal Program. Each Participating Municipality's certification shall be in the form attached hereto as Exhibit 2-1.

3. Authority to Withhold Disbursements Pending Audit

Treasury may withhold the Disbursement of any successive one-third of the Allocated Funds pending the results of a financial audit. Treasury will notify the Participating Municipalities of its decision to withhold such Disbursement.

4. Withholding or Suspending Payments

Notwithstanding any other provision contained in the Allocation Agreement, Treasury may, in its discretion, withhold or suspend making Disbursements to the Participating Municipalities for failure to comply with any term, agreement, covenant or condition of the Allocation Agreement. Treasury will generally resume making Disbursements to the Participating Municipalities

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upon the Participating Municipalities' subsequent compliance.

5. Cash Depositories

- (a) Disbursements shall be deposited and maintained in a United States Government-insured interest-bearing account whenever possible.
- (b) Consistent with the United States Government national goal of expanding opportunities for women-owned and minority-owned business enterprises, Treasury encourages the Participating Municipalities to use women-owned or minority-owned depository financial institutions (a depository financial institution which is owned at least 50 percent by women or minority group members).
- (c) The Participating Municipalities are not required to maintain a separate depository account for receiving Disbursements of Allocated Funds. If the Participating Municipalities maintain a single depository account where Allocated Funds are commingled with funds from other sources, the Participating Municipalities shall maintain on its books a separate subaccount for the Allocated Funds.

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EXHIBIT 2-1

**CERTIFICATION OF PERFORMANCE AND  
REPRESENTATIONS AND WARRANTIES**

United States Department of the Treasury  
Main Treasury Building, Room 1310  
1500 Pennsylvania Avenue  
Washington, D.C. 20220

Reference is made to the Allocation Agreement dated as of December 4, 2012 (the "Allocation Agreement"), between the United States Department of the Treasury ("Treasury") and the Participating Municipalities. Capitalized terms used herein and not defined herein shall have the respective meanings ascribed to them in the Allocation Agreement.

This certification is delivered to Treasury pursuant to paragraph 2 ("Subsequent Disbursement Requests of Allocated Funds") of Annex 2 ("Disbursement Policies and Procedures") attached to the Allocation Agreement.

The undersigned, on behalf of each Participating Municipality, hereby makes the following certifications as of the date of this certification:

1. the Participating Municipality has performed and complied with all applicable terms, covenants, agreements and conditions required by the Allocation Agreement to be performed or complied with by it as of this date;
2. the representations and warranties set forth in the Allocation Agreement and in the Assurances (Non-Construction) contained as part of the Application are true and correct in all material respects;
3. the Participating Municipality has expended, transferred, or obligated 80 percent or more of the last disbursed one-third of Allocated Funds for federal contributions to, or for the account of, the Participating Municipality's Approved Municipal Programs; and
4. the authority of the undersigned to execute and deliver

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this certification on behalf of the Participating  
Municipality is valid and in full force and effect.

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date:

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ANNEX 3

SCHEDULE

This Annex 3 constitutes an integral part of the Allocation Agreement dated as of December 4, 2012 between the Treasury and the Participating Municipalities.

Limitation on Use of Allocated Funds for Administrative Expenses

Each Participating Municipality may use its Allocation to pay both direct and indirect administrative costs incurred in carrying out the Approved Municipal Program subject to the aggregated limitations described in the table below.

<b>Allocation</b>	<b>Maximum Amount Available to Pay for Direct and Indirect Administrative Costs</b>
First One-Third (33%) or \$4,345,556	Five Percent (5%) or <u>\$217,277</u>
Second One-Third (33%) or \$4,345,555	Three Percent (3%) or <u>\$130,367</u>
Third One-Third (34%) or \$4,477,239	Three Percent (3%) or <u>\$134,317</u>

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ANNEX 4

QUARTERLY USE-OF-FUNDS-REPORT

This Annex 4 constitutes an integral part of the Allocation Agreement dated as of December 4, 2012, between the "Treasury") and the Participating Municipalities. Capitalized terms used herein and not defined herein shall have the respective meanings ascribed to them in the Allocation Agreement.

As part of its quarterly reporting requirement, each Participating Municipality shall submit a certification in the form attached hereto as Exhibit 4-1.

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EXHIBIT 4-1

CERTIFICATION ON USE-OF-ALLOCATED FUNDS

United States Department of the Treasury  
Main Treasury Building, Room 1310  
1500 Pennsylvania Avenue  
Washington, D.C. 20220

Reference is made to:

the Allocation Agreement dated as of December 4, 2012 (the "Allocation Agreement"), between the United States Department of the Treasury ("Treasury") and the City or Town of \_\_\_\_\_ (the "Participating Municipality"). Capitalized terms used herein and not defined herein shall have the respective meanings ascribed to them in the Allocation Agreement.

This certification is delivered to Treasury pursuant to Section 4.7 ("Quarterly Reports") of the Allocation Agreement.

The undersigned, on behalf of the Participating Municipality, hereby makes the following certifications as of the date of this certification:

1. the information provided by the Participating Municipality under Section 4.7 ("Quarterly Reports") of the Allocation Agreement on the use of Allocated Funds is accurate;
2. funds continue to be available and legally committed to contributions by the Participating Municipality to, or for the account of, Approved Municipal Programs, less any amount that has been contributed by the Participating State to, or for the account of, Approved Municipal Programs subsequent to the Participating Municipality being approved for participation in the State Small Business Credit Initiative;
3. the Participating Municipality is implementing its Approved Municipal Program or Programs in accordance with the Act and the regulations or other guidance issued by Treasury under the Act; and
4. the authority of the undersigned to execute and deliver this certification on behalf of the Participating

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)

Municipality is valid and in full force and effect.

By: \_\_\_\_\_  
Name:  
Title:  
Date: \_\_\_\_\_

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ANNEX 5

REPORTING SCHEDULE FOR THE CONSORTIUM OF Laramie

Quarterly Report Due Dates	
Report for period covering:	Due Date:
December 4, 2012 through December 31, 2012	January 30, 2013
January 1, 2013 through March 31, 2013	April 30, 2013
April 1, 2013 through June 30, 2013	July 30, 2013
July 1, 2013 through September 30, 2013	October 30, 2013
October 1, 2013 through December 31, 2013	January 30, 2014
January 1, 2014 through March 31, 2014	April 30, 2014
April 1, 2014 through June 30, 2014	July 30, 2014
July 1, 2014 through September 30, 2014	October 30, 2014
October 1, 2014 through December 31, 2014	January 30, 2015
January 1, 2015 through March 31, 2015	April 30, 2015
April 1, 2015 through June 30, 2015	July 30, 2015
July 1, 2015 through September 30, 2015	October 30, 2015
October 1, 2015 through December 31, 2015	January 30, 2016
January 1, 2016 through March 31, 2016	April 30, 2016
April 1, 2016 through June 30, 2016	July 30, 2016
July 1, 2016 through September 30, 2016	October 30, 2016
October 1, 2016 through December 31, 2016	January 30, 2017

Annual Report Due Date	
Report for period ending on:	Due Date:
December 31, 2012	March 31, 2013
December 31, 2013	March 31, 2014
December 31, 2014	March 31, 2015
December 31, 2015	March 31, 2016
December 31, 2016	March 31, 2017

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ANNEX 6

DRAFT OPINION OF COUNSEL

[Treasury Will Generally Deem A Legal Opinion in this Form To Be Satisfactory Under Section 3.2 of the Allocation Agreement]

[Letterhead of Participating Municipality Counsel]

[Dated on or after the Date of the Allocation Agreement]

United States Department of the Treasury  
ATTN: State Small Business Credit Initiative  
Main Treasury Building  
Room 1310  
1500 Pennsylvania Avenue, N.W.  
Washington, DC 20220

Re: State Small Business Credit Initiative Allocation Agreement  
Ladies and Gentlemen:

We have acted as counsel for [Insert Name of Participating Municipality] (the "Participating Municipality") in connection with the transactions contemplated by the State Small Business Credit Initiative Allocation Agreement for Participating Municipalities dated as of [Insert Date of Allocation Agreement], by and between the United States Department of the Treasury and the Participating Municipality (the "Agreement"). This opinion is furnished to you pursuant to Section 3.2 of the Agreement.

We have examined the Agreement and considered such questions of law as we have deemed appropriate. Based on the foregoing, it is our opinion that:

1. The Participating Municipality has designated [Insert name of department, agency, or political subdivision] to implement the Participating Municipality's Approved Municipal Program (as defined in Section 1.1 of the Agreement). [Insert name of designated department, agency, or political subdivision] is a [Insert department, agency, or political subdivision] of the Participating Municipality.

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2. The Participating Municipality has all requisite power and authority under the constitution and the laws of [*Insert name of Participating Municipality*] to execute and deliver this Agreement, to consummate the transactions contemplated by the Agreement, and to perform its obligations under the Agreement.

3. The execution and delivery by the Participating Municipality of the Agreement, the consummation by the Participating Municipality of the transactions contemplated under the Agreement, and the performance by the Participating Municipality of its obligations under the Agreement have been duly authorized by all necessary action on the part of the Participating Municipality.

4. The Agreement has been duly executed and delivered by the Participating Municipality, and constitutes the legal, valid, and binding obligation of the Participating Municipality enforceable in accordance with the terms of the Agreement.

5. The execution and delivery by the Participating Municipality of the Agreement, the consummation by the Participating Municipality of the transactions contemplated by the Agreement, and the performance by the Participating Municipality of its obligations under the Agreement do not and will not:

- (a) Conflict with or violate any existing law or administrative regulation, or any existing administrative or judicial decree or order; and
- (b) To the best of our knowledge, conflict with, result in a breach of, or constitute a default under any existing agreement or other instrument to which the Participating Municipality is subject or by which it is bound.

6. To the best of our knowledge, there is no lawsuit or judicial or administrative action, proceeding, or investigation pending or threatened against the Participating Municipality which is likely to have a material adverse effect on the ability of the Participating Municipality to perform its obligations under the Agreement.

This opinion letter is based on the laws of the [*Insert Name of Participating Municipality*] and the Federal laws of the United States. This opinion is solely for your benefit and may not be

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relied upon by any other person without our prior written consent.

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ANNEX 7

SUBSEQUENT ANNUAL REPORTING

Section 4.8 of this Allocation Agreement references Annex 7 to determine the conditions under which Participating Municipalities are required to provide, in the annual report to be submitted to Treasury, data on private financing occurring after the loan/investment closing. Reporting this data for subsequent years allows the SSBCI to determine program effectiveness in achieving the Participating Municipalities' projected 10 to 1 private leveraging expectation across all Approved Municipal Programs and the projected 1 to 1 private leveraging requirement for each Approved Municipal Program that is an OCSP.

Section 3006(c) of the Act includes the following eligibility criteria referencing the 10 to 1 private leverage expectation for OCSPs: "For a Municipality other credit support program to be approved under this section, that program shall be required to be a program of the Municipality that... can demonstrate a reasonable expectation that, when considered with all other Municipal programs of the Municipality, such Municipality programs together have the ability to use the amount of new Federal contributions to, or for the account of, all such new programs in the Municipality to cause and result in amounts of new small business lending at least 10 times the new Federal contribution amount."

I. Definitions for use in this Annex. Terms used in this Annex that are not defined shall have the same meaning as in the Act and this Agreement.

Cumulative Private Leverage Ratio for all Approved Municipal Programs. "Cumulative Private Leverage for all Approved Municipal Programs" shall mean the result of dividing the Total Cumulative Private Financing Generated by all Approved Municipal Programs by the Total SSBCI Funds Used by all Approved Municipal Programs. This resulting weighted average is known as the Cumulative Private Leverage ratio formula which is outlined below and reflects the Participating Municipality's ability to meet its reasonable expectation of 10 to 1 leveraging to date.

Cumulative Private Leverage Ratio for Individual Approved

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**OCSP Program.** "Cumulative Private Leverage Ratio for Individual Approved OCSP Program" shall mean the result of dividing the Total Cumulative Private Financing Generated by the individual Approved OCSP Municipal Program by the Total SSBCI Funds Used by the individual Approved OCSP Municipal Program. This resulting figure is known as the Cumulative Private Leverage ratio formula which is outlined below and reflects the Participating Municipality's ability to meet its leveraging requirement of 1 to 1.

**Total Cumulative Private Financing Generated by all Approved Municipal Programs.** "Total Cumulative Private Financing Generated by all Approved Municipal Programs" shall mean cumulative sum, to date of the reporting, of all private financing across all Approved Municipal Programs across the multiple years of the programs. This includes all loans or investments from a private source to an eligible borrower or eligible portfolio company, whether occurring at or subsequent to loan/investment closing, and whether funded or unfunded. It encompasses equity investments, written commitments of future equity investments, term loans, lines of credit, and any new infusions of cash by the borrower.

**Total Cumulative Private Financing Generated by the Individual Approved Municipal OCSP Program.** "Total Cumulative Private Financing Generated by the Individual Approved Municipal OCSP Program" shall mean the cumulative sum, to date of the reporting, of all private financing associated with one particular Approved Municipal Program across the multiple years of this program. This includes all loans or investments from a private source to an eligible borrower or eligible portfolio company, whether occurring at or subsequent to loan/investment closing, and whether funded or unfunded. It encompasses equity investments, written commitments of future equity investments, term loans, lines of credit, and any new infusions of cash by the borrower.

**Total Cumulative SSBCI Funds Used by all Approved Municipal Programs.** "Total Cumulative SSBCI Funds Used by all Approved Municipal Programs" shall mean the sum of those SSBCI funds which are, to date of the reporting, (a) deposited with a lender to cover the federal SSBCI contributions to a CAP reserve fund, (b) disbursed or committed to a specific borrower as part of a loan participation, collateral support, or direct lending program, (c) set aside to cover obligations arising from

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individual loan guarantees, loan participations, or collateral support agreements to specific borrowers, or (d) invested or committed to be invested in specific businesses, pursuant to a venture capital investment. In the event that the sum of (a) plus (b) plus (c) plus (d) exceeds the Participating Municipality's original total allocation (because some of the funds invested have generated program income that has been added to allocated funds), the "Total SSBCI Funds Used by all Approved Municipal Programs" shall be the Participating Municipality's requested total allocation.

**Total SSBCI Funds Used by the Individual Approved Municipal OCSP Program.** "SSBCI Funds Used by the Individual Approved Municipal OCSP Program" shall mean the sum of those SSBCI funds which are, to date of the reporting (a) disbursed or committed to a specific borrower as part of a loan participation, collateral support, or direct lending program, and (b) set aside to cover obligations arising from individual loan guarantees, loan participations, or collateral support agreements to specific borrowers, and (c) invested or committed to be invested in specific businesses, pursuant to a venture capital investment. In the event that the sum of (a) plus (b) plus (c) exceeds the amount that the Participating Municipality's sub-allocation for that particular Approved Municipal OCSP Program (because some of the funds invested have generated program income that has been added to allocated funds), the "Total SSBCI Funds Used by all Approved Municipal Programs" shall be the Participating Municipality sub-allocation for that particular Approved Municipal OCSP Program.

**II. Formulas for calculating leverage.**

**A. Calculating 10:1 Expectation.**

Participating Municipalities calculate their leveraging for purposes of demonstrating a 10 to 1 ratio across all of their Approved Municipal Programs according to the following formula:

Cumulative Private Leverage Ratio for all Approved Municipal Programs = [Total Cumulative Private Financing Generated by all Approved Municipal Programs]/[Total Cumulative SSBCI Funds Used by all Approved Municipal Programs]

**B. Calculating 1:1 Requirement for OCSPs.**

Section 3006(c) also requires that each OCSP of a Participating Municipality demonstrate that, at a minimum, \$1 of public

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investment by the Municipality program will cause and result in \$1 of new private credit. Participating Municipalities calculate their leveraging for purposes of demonstrating the statutorily required 1 to 1 ratio within an individual OCSP according to the following formula:

Cumulative Private Leverage Ratio for Individual Approved Municipality OCSP Program = [Total Cumulative Private Financing Generated by the Individual Approved Municipality OCSP Program]/[SSBCI Funds Used by the Individual Approved Municipal OCSP Program]

**III. When Must a Participating Municipality Report Subsequent External Financing?**

Generally, Participating Municipalities shall include in each year's annual report transaction-level data only on loans and investments closed in the reporting period year. CAP loans will be reported only once because the design of CAPs is such that they exceed the 10 to 1 private leverage ratio in the same reporting period as their closing.

However, Participating Municipalities must also include in their annual report the amount of subsequent private financing (that is caused by or resulting from the initial OCSP loan or investment) for every previously closed OCSP loan or investment if Total Cumulative Private Financing Generated by all Approved Municipal Programs, as reflected in its annual report, is less than 10 to 1. (Please see Section IV of this Annex to determine if the subsequent private financing obtained by a company receiving an earlier loan or investment from an Approved Municipal Program can be considered "caused by or resulting from the initial OCSP loan or investment.")

Even if the Participating Municipality has achieved the 10 to 1 private leverage ratio in a given reporting year, if the Participating Municipality operates an Approved Municipal OCSP Program that has not met the 1 to 1 private leverage ratio required of individual OCSPs, the Participating Municipality must also include in its annual the amount of subsequent private financing (that is caused by or resulting for the initial OCSP loan or investment) for every previously closed loan or investment enrolled in the non-compliant Approved OCSP Municipal Program. This reporting on subsequent private investment associated with prior loans or investments must continue until that OCSP program has achieved the 1 to 1 private leverage

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ratio. (Please see Section IV of this Annex to determine if the subsequent private financing obtained by a company receiving an earlier loan or investment from an Approved Municipal Program can be considered "caused by or resulting from the initial OCSP loan or investment.")

The Participating Municipality has the option to report subsequent financing for previously closed OCSP loans or investments if their Total Cumulative Private Financing Generated by all Approved Municipal Programs has already exceeded 10 to 1. Under these circumstances, reporting is not mandatory.

Please see Exhibit 7-1 for a flowchart summarizing how to determine whether a Participating Municipality must report subsequent private financing for OCSP loans and investments.

**IV. When Is Subsequent Financing Caused by, or Resulting from, the Initial SSBCI-supported OCSP Financing?**

Subsequent financing may be considered to be caused by, or resulting from, the initial SSBCI-supported OCSP financing when the initial SSBCI-supported OCSP financing increases the current and future creditworthiness of a company. If the Participating Municipality is required to report subsequent private financing, either for all OCSP programs or for a particular OCSP program, the Participating Municipality should record an amount greater than \$0 only when the subsequent private financing is caused by, or resulting from, the initial SSBCI-supported OCSP financing, based on the guidance provided below.

For example, some loans or investments made under venture capital programs, or direct loan or loan participation programs, satisfy this condition. By investing equity or subordinated debt, their financing can directly strengthen a company's balance sheet and allow it to (a) acquire assets that can collateralize a bank loan or (b) increase the cash available to service bank debt. The direct nexus between the initial SSBCI-supported loan/investment and subsequent private financing occurs only when the initial loan/investment is a form of subordinate, mezzanine or equity financing – in other words a form of financing that actually strengthens the company's balance sheet or that can be used to secure or repay debt. Therefore, Participating Municipalities should record subsequent private financing for venture capital investments, direct loans, or loans enrolled in loan participation programs only when the

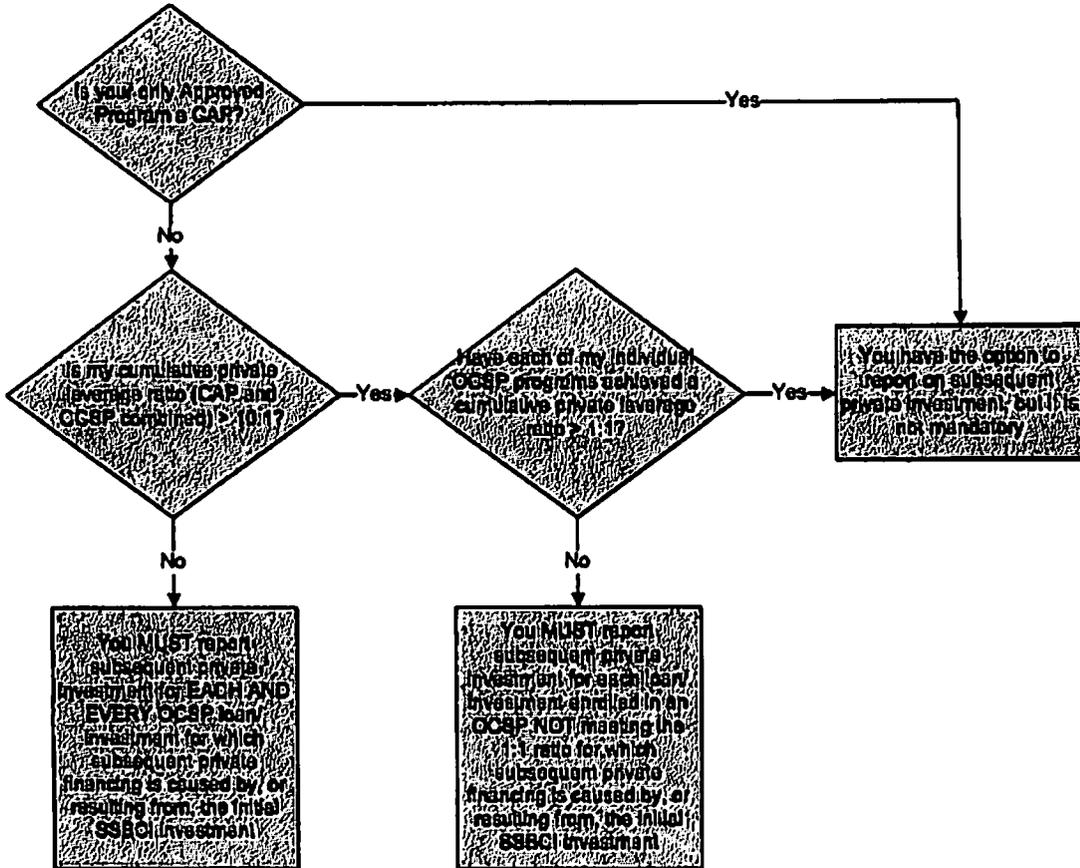
**(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)**

initial loan/investment involves subordinate, mezzanine, or equity financing.

Loan guarantee and collateral support programs, in contrast, are designed to reduce the current risk associated with funding a company with weaker collateral or cash flow projections. Generally, these types of programs do not directly add assets to a company's balance sheet that improve its creditworthiness for further loans or investments. For this reason, the Participating Municipality should record subsequent private financing for these types of investments as \$0, unless the Participating Municipality has received explicit permission from Treasury, based on Treasury's review of the structure of the Participating Municipality's program(s).

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Exhibit 7-1 – Is my Municipality required to report on subsequent private financing?



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ANNEX 8

Participating Municipalities

City of Casper

Designated Municipality Office: Community Development Department

Authorized Representative: Kenyne Schlager, Mayor

Authorized Representative Contact Information:

Mailing address: 200 North David Street  
Casper, WY 82601

Email: kschlager@cityofcasperwy.com

Phone: 307-235-8252

City of Cheyenne

Designated Municipality Office: City Treasurer

Authorized Representative: Rick Kaysen, Mayor

Authorized Representative Contact Information:

Mailing address: 2101 O'Neil Avenue  
Cheyenne, WY 82001

Email: RKaysen@Cheyennecity.org

Phone: 307-637-6300

City of Cody

Designated Municipality Office: Office of the Mayor

Authorized Representative: Nancy Brown, Mayor

Authorized Representative Contact Information:

Mailing address: PO Box 2200  
Cody, WY 82414

Email: MayorNancy@cityofcody.com

Phone: 307-527-7511

City of Douglas

Designated Municipality Office: Office of the Mayor

Authorized Representative: Bruce Jones, Mayor

Authorized Representative Contact Information:

Mailing address: PO Box 1030  
Douglas, WY 82633

Email: bjones@cityofdouglas.org

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)

Phone: 307-358-3462

City of Gillette

Designated Municipality Office: Office of the City Administrator

Authorized Representative: Carter Napier, City Administrator

Authorized Representative Contact Information:

Mailing address: PO Box 3003  
Gillette, WY 82717

Email: murphytjr@gillette.wy.us

Phone: 307-686-5203

City of Green River

Designated Municipality Office: City Administrator

Authorized Representative: Hank Castillion, Mayor

Authorized Representative Contact Information:

Mailing address: 50 E 2<sup>nd</sup> North Street  
Green River, WY 82935

Email: hcastillion@cityofgreenriver.org

Phone: 307-872-6136

City of Laramie

Designated Municipality Office: Office of the City Manager

Authorized Representative: Janine Jordan, City Manager

Authorized Representative Contact Information:

Mailing address: PO Box C  
Laramie, WY 82073

Email: jjordan@cityoflaramie.org

Phone: 307-721-5226

City of Powell

Designated Municipality Office: Office of the Mayor

Authorized Representative: Scott Mangold, Mayor

Authorized Representative Contact Information:

Mailing address: 270 N. Clark Street  
Powell, WY 82435

Email: mayormangold@cityofpowell.com

Phone: 307-754-6901

**(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)**

**City of Rawlins**

**Designated Municipality Office: Office of the City Manager**

**Authorized Representative: Kenneth Klouda, Mayor**

**Authorized Representative Contact Information:**

**Mailing address: PO Box 953  
Rawlins, WY 82301**

**Email: citymanager@rawlins-wyoming.com  
Phone: 307-320-8438**

**City of Rock Springs**

**Designated Municipality Office: Office of the Mayor**

**Authorized Representative: Carl Demshar, Mayor**

**Authorized Representative Contact Information:**

**Mailing address: 212 D Street  
Rock Springs, WY 82901**

**Email: Carl\_Demshar@rswy.net  
Phone: 307-352-3510**

**Town of Edgerton**

**Designated Municipality Office: Office of the Mayor**

**Authorized Representative: H.H. "Buck" King, Mayor**

**Authorized Representative Contact Information:**

**Mailing address: PO Box 407  
Edgerton, WY 82635**

**Email: townofe@rtconnect.net  
Phone: 307-437-6763**

**Town of Hanna**

**Designated Municipality Office: Office of the Mayor**

**Authorized Representative: Tony Poulos, Mayor**

**Authorized Representative Contact Information:**

**Mailing address: PO Box 99  
Hanna, WY 82327**

**Email: townofhanna1@union-tel.com  
Phone: 307-325-9424**

**Town of Hartville**

**(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)**

Designated Municipality Office: Office of the Mayor  
Authorized Representative: Darrell Offe, Mayor  
Authorized Representative Contact Information:

Mailing address: PO Box A  
Hartville, WY 82327  
Email: Hartville@vistabeam.com  
Phone: 307-836-3124

**Town of Midwest**

Designated Municipality Office: Office of the Mayor  
Authorized Representative: Guy Chapman, Mayor  
Authorized Representative Contact Information:

Mailing address: PO Box 190  
Midwest, WY 82643  
Email: Midwest@rtconnect.net  
Phone: 307-437-6513

**Town of Pine Bluffs**

Designated Municipality Office: Town Administrator  
Authorized Representative: Caryn Miller, Town Administrator  
Authorized Representative Contact Information:

Mailing address: PO Box 429  
Pine Bluffs, WY 82082  
Email: cmiller@rtconnect.net  
Phone: 307-245-3746

**Town of Sundance**

Designated Municipality Office: Office of the Mayor  
Authorized Representative: Paul Brooks, Mayor  
Authorized Representative Contact Information:

Mailing address: PO Box 542  
Sundance, WY 82729  
Email: sundancewy@rangeweb.net  
Phone: 307-283-3451

**Town of Wheatland**

Designated Municipality Office: Office of the Mayor  
Authorized Representative: Jean Dixon, Mayor  
Authorized Representative Contact Information:

**(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)**

Mailing address: 600 9<sup>th</sup> Street  
Wheatland, WY 82201  
Email: [jdixon@netcommander.com](mailto:jdixon@netcommander.com)  
Phone: 307-322-2962

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)

PARTICIPATING MUNICIPALITY: Casper

By: Kenya Schlager  
Name: Kenya Schlager  
Title: Mayor

12/4/12  
Date:

PARTICIPATING MUNICIPALITY: Cheyenne

By: \_\_\_\_\_  
Name: Rick Kaysen  
Title: Mayor

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY: Cody

By: \_\_\_\_\_  
Name: Nancy Brown  
Title: Mayor

\_\_\_\_\_  
Date:

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)

PARTICIPATING MUNICIPALITY: Casper

By: \_\_\_\_\_  
Name: Kenyne Schlager  
Title: Mayor

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY: Cheyenne

By:  \_\_\_\_\_  
Name: Rick Kaysen  
Title: Mayor

November 14, 2012  
Date:

PARTICIPATING MUNICIPALITY: Cody

By: \_\_\_\_\_  
Name: Nancy Brown  
Title: Mayor

\_\_\_\_\_  
Date:

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)

PARTICIPATING MUNICIPALITY: Casper

By: \_\_\_\_\_  
Name: Kenyne Schlager  
Title: Mayor

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY: Cheyenne

By: \_\_\_\_\_  
Name: Rick Kaysen  
Title: Mayor

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY: Cody

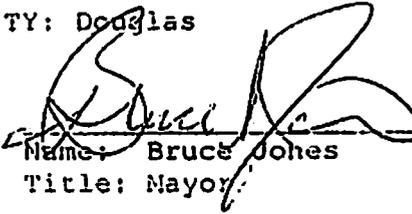
By: Nancy Brown  
Name: Nancy Brown  
Title: Mayor

\_\_\_\_\_  
Date:

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)

PARTICIPATING MUNICIPALITY: Douglas

By:

  
Name: Bruce Jones  
Title: Mayor

12/4/2012  
Date:

PARTICIPATING MUNICIPALITY: Edgerton

By:

\_\_\_\_\_  
Name: H.H. "Buck" King  
Title: Mayor

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY: Gillette

By:

\_\_\_\_\_  
Name: Carter Napier  
Title: City Administrator

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY: Green River

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)

PARTICIPATING MUNICIPALITY: Douglas

By: \_\_\_\_\_

Name: Bruce Jones  
Title: Mayor

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY: Edgerton

By: \_\_\_\_\_

*H.H. "Buck" King*  
Name: H.H. "Buck" King  
Title: Mayor

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY: Gillette

By: \_\_\_\_\_

Name: Carter Napier  
Title: City Administrator

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY: Green River

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)

PARTICIPATING MUNICIPALITY: Gillette

By:   
Name: Carter Napier  
Title: City Administrator

                      
Date:

Allocation Agreement

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)

By:   
Name: Hank Castillion  
Title: Mayor

11.6.12  
Date:

PARTICIPATING MUNICIPALITY: Hanna

By: \_\_\_\_\_  
Name: Tony Poulos  
Title: Mayor

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY: Hartville

By: \_\_\_\_\_  
Name: Darrell Offe  
Title: Mayor

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY: Laramie

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)

By: \_\_\_\_\_  
Name: Hank Castillion  
Title: Mayor

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY: Hanna

By: Tony P. Poulos  
Name: Tony Poulos  
Title: Mayor

11/19/12  
Date:

PARTICIPATING MUNICIPALITY: Hartville

By: \_\_\_\_\_  
Name: Darrell Offe  
Title: Mayor

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY: Laramie

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)

By: \_\_\_\_\_  
Name: Hank Castillion  
Title: Mayor

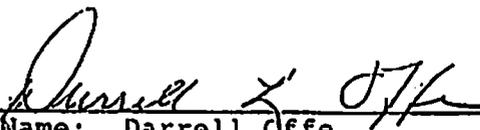
\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY: Hanna

By: \_\_\_\_\_  
Name: Tony Poulos  
Title: Mayor

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY: Hartville

By:  \_\_\_\_\_  
Name: Darrell Offe  
Title: Mayor

4 Dec 2012  
Date:

PARTICIPATING MUNICIPALITY: Laramie

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)

By:   
Name: Janine Jordan  
Title: City Manager

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY: Pine Bluffs

By: \_\_\_\_\_  
Name: Caryn Miller  
Title: Town Administrator

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY: Powell,

By: \_\_\_\_\_  
Name: Scott Mangold  
Title: Mayor

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY: Rawlins

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)

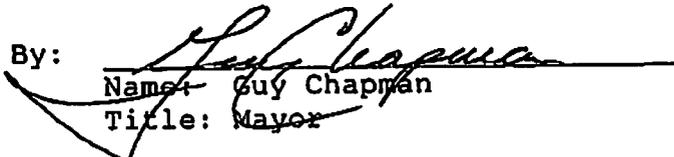
By:

Name: Jean Dixon  
Title: Mayor

Date:

PARTICIPATING MUNICIPALITY Midwest

By:

  
Name: Guy Chapman  
Title: Mayor

12/4/12

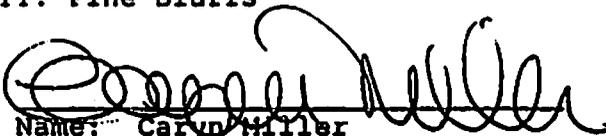
Date:

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)

By: \_\_\_\_\_  
Name: Janine Jordan  
Title: City Administrator

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY: Pine Bluffs

By:   
Name: Caryn Miller  
Title: Town Administrator

11/6/2012  
Date:

PARTICIPATING MUNICIPALITY: Powell,

By: \_\_\_\_\_  
Name: Scott Mangold  
Title: Mayor

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY: Rawlins

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)

By: \_\_\_\_\_  
Name: Janine Jordan  
Title: City Administrator

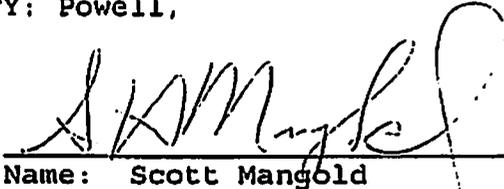
\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY: Pine Bluffs

By: \_\_\_\_\_  
Name: Caryn Miller  
Title: Town Administrator

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY: Powell,

By:   
\_\_\_\_\_  
Name: Scott Mangold  
Title: Mayor

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY: Rawlins

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)

By: Kenneth C Klouda  
Name: Kenneth Klouda  
Title: Mayor

November 6, 2012  
Date:

PARTICIPATING MUNICIPALITY: Rock Springs

By: \_\_\_\_\_  
Name: Carl Demshar  
Title: Mayor

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY: Sundance

By: \_\_\_\_\_  
Name: Paul Brooks  
Title: Mayor

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY: Wheatland

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)

By: \_\_\_\_\_  
Name: Kenneth Klouda  
Title: Mayor

7/11/12  
Date: \_\_\_\_\_

PARTICIPATING MUNICIPALITY: Rock Springs

By: David M. Tate  
Name: David M. Tate  
Title: Acting Mayor

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY: Sundance

By: \_\_\_\_\_  
Name: Paul Brooks  
Title: Mayor

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY: Wheatland

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)

By: \_\_\_\_\_  
Name: Kenneth Klouda  
Title: Mayor

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY: Rock Springs

By: \_\_\_\_\_  
Name: Carl Demshar  
Title: Mayor

11/19/2012  
Date:

PARTICIPATING MUNICIPALITY: Sundance

By:  \_\_\_\_\_  
Name: Paul Brooks  
Title: Mayor

\_\_\_\_\_  
Date:

PARTICIPATING MUNICIPALITY Wheatland

(STATE SMALL BUSINESS CREDIT INITIATIVE ACT OF 2010)

By: Jean Dixon  
Name: Jean Dixon  
Title: Mayor

11/20/12  
Date:

**EXHIBIT B**  
**TO COOPERATIVE AGREEMENT**

**(Services Agreement)**

## SERVICES AGREEMENT

This Services Agreement (this "*Agreement*") dated as of this 4<sup>th</sup> day of December, 2012, is entered into by and among the City of Laramie, Wyoming (the "*Lead City*"), and the other Wyoming municipalities signatory hereto (the Lead City, together with the other Wyoming municipalities signatory hereto, each a "*Participating Municipality*", and collectively, the "*Participating Municipalities*"), Wyoming Smart Capital Network, LLC, a Wyoming limited liability company ("*WSCN*"), and Development Capital Networks, LLC, a Delaware limited liability company ("*DCN*"). The Participating Municipalities, WSCN and DCN are referred to herein as the "*Parties*" and each individually as a "*Party*."

### RECITALS

A. Pursuant to the Small Business Jobs Act of 2010 (the "*Act*"), the United States Congress appropriated funds to the United States Department of Treasury ("*Treasury*") under the State Small Business Credit Initiative to be allocated and disbursed to states and used by states to increase the amount of capital made available by private lenders to small businesses.

B. On September 27, 2011, the Participating Municipalities submitted an application (the "*Application*") to Treasury under the Act in order that Treasury consider the Participating Municipalities for an Allocation pursuant to the Act.

C. On October 15, 2012, Treasury approved the Application and on the date of this Agreement, Treasury and the Participating Municipalities are entering into that certain Allocation Agreement for Participating Municipalities (as it may be amended or modified from time to time, the "*Allocation Agreement*").

D. On the date of this Agreement, the Participating Municipalities are also entering into that certain Cooperative Agreement (as it may be amended or modified from time to time, the "*Cooperative Agreement*").

E. As contemplated by the Application and the Allocation Agreement, the Participating Municipalities desire to engage WSCN to administer certain aspects of the Approved Municipal Programs (as defined in the Allocation Agreement) for the Participating Municipalities and that WSCN loan and/or invest all Allocated Funds (as defined in the Allocation Agreement) as authorized under the Act, in accordance of the terms and conditions of the Allocation Agreement and the Application and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants, conditions and agreements hereinafter set forth, the Parties hereby agree as follows:

**Article I.  
DEFINITIONS AND INTERPRETATION**

**Section 1.1. Terms Defined in Allocation Agreement.** All capitalized terms appearing in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Allocation Agreement.

**Section 1.2. Rules of Interpretation.** Unless the context shall otherwise indicate, the terms defined in this Agreement shall include the plural as well as the singular and the singular as well as the plural. The words "herein," "hereof," and "hereto," and words of similar import, refer to this Agreement as a whole. The descriptive headings of the several Articles and Sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement and shall not affect the interpretation hereof.

**Section 1.3. Allocation Agreement Prevails.** In the event of any irreconcilable conflict between the terms and provisions set forth in the Allocation Agreement and those set forth in this Agreement, the terms and provisions set forth in the Allocation Agreement shall govern and prevail.

**Article II.  
ADMINISTRATION OF APPROVED MUNICIPAL PROGRAMS BY WSCN**

**Section 2.1. Administration of Approved Municipal Programs by WSCN.** The Participating Municipalities hereby engage WSCN to administer certain aspects of the Approved Municipal Programs on behalf of the Participating Municipalities. In no event will WSCN be delegated any authority or duties that are required to be fulfilled by each of the individual Participating Municipalities under the Allocation Agreement. The Participating Municipalities and WSCN agree that, during the Allocation Time Period, all Allocated Funds shall be disbursed by Treasury directly to a restricted account to be maintained by WSCN and utilized as provided in the Application and this Agreement. The Participating Municipalities acknowledge that, as provided in the Application, WSCN is to operate as a perpetual fund until all Allocated Funds have been invested, re-invested as Program Income or non-Program Income, and ultimately exhausted as contemplated by the Application, and that the Allocated Funds are intended only for this purpose and are not to be returned to or made available to any of the Participating Municipalities for alternative purposes.

**Section 2.2. Approved Municipal Program(s).** Both during and after the Allocation Time Period, WSCN agrees to loan and/or invest all Allocated Funds as authorized under the Act, in accordance with the terms and conditions of the Allocation Agreement, the Application and this Agreement. WSCN shall have sole responsibility for the lending or investment of Allocated Funds (subject to oversight by the by the Participating Municipalities), and each of the Participating Municipalities confirms that WSCN is not being engaged to give investment advice to any of the Participating Municipalities.

**Section 2.3. Compensation.** WSCN may pay compensation to its fund and program managers and may reimburse its fund and program managers for expenses incurred subject to the restrictions on payment of Allowable Costs and uses of Program Income as set

forth in the Allocation Agreement. Such fees and expenses shall be payable by WSCN to its fund and program managers as set forth on Exhibit I attached hereto. In no event shall any of the Participating Municipalities have any direct obligation to WSCN for payment of compensation for services rendered or expenses incurred.

Section 2.4. Conditions Precedent to Initial Disbursement. Each Participating Municipality agrees to submit to Treasury the opinions of counsel required by Section 3.3 of the Allocation Agreement as a condition precedent to the initial Disbursement of Allocated Funds.

Section 2.5. Conditions Precedent to Additional Disbursements. Each Participating Municipality agrees to comply with Section 3.4 of the Allocation Agreement relating to certain conditions precedent to subsequent Disbursements of Allocated Funds.

### Article III.

## COVENANTS AND AGREEMENTS OF WSCN

Section 3.1. Covenants and Agreements Required by Allocation Agreement. WSCN hereby agrees to be bound by and comply with, respectively, all covenants and agreements of the Participating Municipalities set forth in Article IV and Article VI of the Allocation Agreement (as though all references in Article IV and Article VI of the Allocation Agreement to a Participating Municipality or the Participating Municipalities are references to WSCN), including, without limitation, any and all restrictions set forth therein on uses of Allocated Funds, payment of Allowable Costs and uses of Program Income, and the requirement to deliver quarterly and annual reports.

Section 3.2. Terms and Conditions Set Forth in Application. WSCN hereby agrees to be bound by all terms and conditions set forth in the Application relating to the Allocated Funds and the implementation of the Approved Municipal Programs.

Section 3.3. Professional Manner. WSCN shall provide the services and activities contemplated by this Agreement in a professional manner and in accordance with the terms and conditions of the Allocation Agreement.

Section 3.4. Independent Contractor/WSCN Status. WSCN shall, at all times, be regarded as an independent contractor and shall at no time act as an agent for the Participating Municipalities. Nothing herein shall be deemed or construed by the Participating Municipalities, WSCN, or any third party as creating the relationship of principal and agent, partners, joint ventures, or any similar such relationship between the Participating Municipalities and WSCN. No provision contained herein, nor any act of the Participating Municipalities or WSCN hereunder, creates or shall be deemed to create a relationship other than the independent relationship. WSCN's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of any Participating Municipality.

Section 3.5. Funding of Approved Municipal Programs. Neither WSCN nor any of its equityholders, officers, employees, managers or directors shall be required to contribute any of its own funds in order to implement any of the Approved Municipal Programs. The understanding of the Parties is that the sole funds contemplated for such purpose shall be

actual Allocated Funds received from Treasury and administered by WSCN pursuant to this Agreement.

Section 3.6. Payment of Expenses. WSCN shall pay all reasonable out-of-pocket costs and expenses (including, without limitation, attorneys' fees, audit fees, compliance review fees and other professional fees) incurred by the Participating Municipalities (as a group) in connection with the preparation, review, approval, execution and delivery of the Application, the Allocation Agreement and this Agreement and the administration of the Allocation Agreement, this Agreement and the Approved Municipal Programs. Such payment shall be a priority administrative expense payable from the Allocated Funds, subject to the restrictions on payment of Allowable Costs and uses of Program Income as set forth in the Allocation Agreement. Notwithstanding the foregoing, each Participating Municipality shall bear its own out-of-pocket expenses, including attorney's fees, incurred in connection with its review, approval, execution and delivery of the Application, the Allocation Agreement and this Agreement.

#### Article IV. MAINTENANCE OF RECORDS; INSPECTION RIGHTS

Section 4.1. Records to be Maintained. WSCN shall maintain all records required to be maintained by the Allocation Agreement and by other applicable state and/or federal law that are pertinent to the activities to be performed under this Agreement. In addition, WSCN shall maintain the following records: (a) records providing a full description of each activity undertaken pursuant to this Agreement; (b) records demonstrating that each activity undertaken is in compliance with the requirements of the Act and the Allocation Agreement; and (c) records required to verify the eligibility of the activities and expenditures of WSCN pursuant to this Agreement.

Section 4.2. Access to Records. Subject to the confidentiality requirements set forth in Article X of this Agreement, WSCN agrees that each Participating Municipality, or any of its duly authorized representatives, at any time during normal business hours, as often as deemed necessary during the term of this Agreement, shall have access to, and the right to audit, examine and make excerpts from or transcripts of, any pertinent documents, papers and records related to WSCN's performance under this Agreement.

Section 4.3. Reports. WSCN shall submit regular reports to the Participating Municipalities regarding the activities of WSCN pursuant to this Agreement. Such reports shall be in such form and content and shall be provided with such frequency as may reasonably be required by the Participating Municipalities. Such reports shall include an annual report, including copies of its annual financial audit.

Section 4.4. Annual Audit. WSCN, at WSCN's expense (but as an Allowable Cost under the Allocation Agreement), agrees to have an annual financial audit conducted of its books, records and affairs. Such financial audit shall be conducted in accordance with standard accounting procedures by a firm of independent certified accountants of recognized standing selected by the Participating Municipalities and reasonably acceptable to WSCN.

Section 4.5. **Compliance Review.** WSCN, at WSCN's expense (but as an Allowable Cost under the Allocation Agreement), agrees to have transactions of WSCN reviewed for compliance with the Allocation Agreement. Such compliance review shall be conducted in accordance with standard accounting procedures by a firm of independent certified accountants of recognized standing selected by the Participating Municipalities and reasonably acceptable to WSCN.

Section 4.6. **Compliance With Open Records and Meetings Laws.** Each Party shall be responsible for responding to any public records request directed to it pursuant to the Wyoming Open Records and Meetings Laws, (the "*Open Records and Meetings Laws*") relating to this Agreement, the Allocated Funds and/or the Approved Municipal Programs. Within three working days following receipt of any public information request pursuant to the Open Records and Meetings Laws, the receiving Party shall notify each other Party and provide a copy of the request, together with the proposed response thereto. The Parties shall fully cooperate with each other to assure a full and proper response to any public information request. No Party shall be liable to any other Party for disclosure of information required to be furnished by court order or by law.

Article V.  
INSURANCE REQUIREMENTS

Section 5.1. **Insurance.** WSCN shall maintain insurance in force at all times during the term of this Agreement in the minimum amounts and of the types indicated below:

Comprehensive General Liability	\$2 million each occurrence; \$2 million aggregate
Property Damage	\$500,000 each occurrence; \$500,000 aggregate or combined single limit \$1 million each occurrence; \$1 million aggregate
Automobile Liability/Bodily Injury	\$1 million per person; \$1 million each occurrence
Property Damage	\$500,000 combined single limit; \$1 million
Crime Liability	\$2 million aggregate

Article VI.  
REPRESENTATIONS AND WARRANTIES OF THE PARTICIPATING MUNICIPALITIES

Section 6.1. **Due Authorization.** Each Participating Municipality represents and warrants to WSCN that the execution, delivery and performance of this Agreement and the Allocation Agreement by such Participating Municipality have been duly authorized by all necessary action, and no further action is necessary on the part of such Participating Municipality for such Participating Municipality to execute and deliver such agreements and to consummate and perform its obligations hereunder and thereunder.

Section 6.2. **Valid and Binding.** Each Participating Municipality represents and warrants to WSCN that this Agreement and the Allocation Agreement have been duly executed and delivered by and constitute the valid and binding obligations of such Participating Municipality, enforceable against such Participating Municipality in accordance with their terms.

**Article VII.  
REPRESENTATIONS AND WARRANTIES OF WSCN**

**Section 7.1. Organization.** WSCN represents and warrants to each Participating Municipality that WSCN is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Wyoming, and has the requisite power and authority to enter into and perform its obligations under this Agreement.

**Section 7.2. Due Authorization.** WSCN represents and warrants to each Participating Municipality that the execution, delivery and performance of this Agreement by WSCN have been duly authorized by all necessary action, and no further action is necessary on the part of WSCN for WSCN to execute and deliver this Agreement and to consummate and perform its obligations hereunder.

**Section 7.3. Valid and Binding.** WSCN represents and warrants to each Participating Municipality that this Agreement has been duly executed and delivered by and constitutes the valid and binding obligation of WSCN, enforceable against WSCN in accordance with its terms.

**Article VIII.  
PERIOD OF PERFORMANCE; TERMINATION**

**Section 8.1. Termination in General.** This Agreement shall terminate upon the earlier of (i) any termination of this Agreement pursuant to Sections 8.2, 8.3, 8.4 or 8.5 of this Agreement or (ii) that point in time when no funds which were originally received by WSCN hereunder as Allocated Funds remain to be used by WSCN (meaning WSCN holds no cash balance) and no investments made by WSCN remain outstanding or are awaiting liquidation (meaning WSCN has no means of receiving cash in the future by way of liquidating prior investments).

**Section 8.2. Termination by Mutual Written Consent.** The Parties may elect to terminate this Agreement at any time by mutual written consent.

**Section 8.3. Termination Upon Bankruptcy or Insolvency.** This Agreement may be terminated by the Participating Municipalities by giving written notice to WSCN should WSCN:

- i. be adjudged as bankruptcy, or
- ii. become insolvent or have a receiver appointed, or
- iii. make a general assignment for the benefit of creditors, or
- iv. suffer any judgment which remains unsatisfied for thirty (30) days and which would substantively impair the ability of WSCN to perform its obligations under this Agreement.

Any termination pursuant to this Section 8.3 shall be effective as of the date of termination specified in the written notice of termination given by the Participating Municipalities.

**Section 8.4. Termination for Cause.** If WSCN materially violates or breaches any of the conditions and stipulations contained in this Agreement, the Participating Municipalities shall have the right to terminate this Agreement by giving written notice to WSCN of such termination stating the nature of such breach at least 30 days prior to the effective date of termination. WSCN may avoid termination by (i) immediately initiating a remedy to cure such breach, (ii) curing it to the Participating Municipalities' reasonable satisfaction, and (iii) promptly providing proof thereof to the Participating Municipalities within such 30 day period. If any such breach is not cured within the specified time, this Agreement shall terminate without further notice effective immediately upon the expiration of such 30-day period. The Parties agree that a material violation or breach of this Agreement by WSCN for purposes of this Section would include, but not be limited to, the following: (1) failure of WSCN to comply in any material respect with the terms of the Allocation Agreement, the Act or any regulations promulgated pursuant to the Act, (2) failure in any material respect of WSCN to perform its obligations under this Agreement in a timely and proper manner, (3) improper use of Allocated Funds, (4) submission by WSCN to any Participating Municipality of reports that are false, incorrect or misleading in any material respect; or (5) failure by WSCN to cooperate with any audit or reasonable request of the Participating Municipality.

**Section 8.5. Termination of Allocation Agreement.** This Agreement shall terminate if (i) Treasury recoups all Allocated Funds pursuant to Section 6.4(a) of the Allocation Agreement and (ii) terminates the commitment of Treasury to make further Disbursements pursuant to Section 6.4(b) of the Allocation Agreement.

**Section 8.6. Effects of Termination.** Upon any termination of this Agreement pursuant to the provisions of this Article VIII: (i) WSCN shall no longer have any right hereunder to administer the Approved Municipal Programs, (ii) all Allocated Funds that remain with WSCN as cash shall be immediately returned to the Participating Municipalities in amounts proportional to the population of each of the participating respective Participating Municipalities as measured in the 2010 U.S. census (subject to the requirements of the Allocation Agreement) and (iii) any Allocated Funds previously invested pursuant to the Approved Municipal Programs shall no longer be managed by WSCN but shall be managed by the Participating Municipalities or their designee. Expiration or termination of this Agreement shall not terminate any indemnification obligations of any Party set forth in Article IX, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, or to furnish reports on activities conducted pursuant to this Agreement prior to termination.

## Article IX. INDEMNIFICATION

**Section 9.1. Indemnification Obligation of Participating Municipalities.** To the extent permitted by state and federal law and the Allocation Agreement, each Participating Municipality agrees to defend, indemnify and hold harmless WSCN and its officers, agents, managers, directors, attorneys and employees from and against any and all claims, damages, suits, costs, demands, actions, causes of action, judgments and liabilities, including but not

limited to attorneys' fees and costs to the extent any of the foregoing results from any application, procurement, participation, agreement, acts, omissions or fault on the part of such Participating Municipality. To the extent permitted by law, this indemnification and hold harmless obligation shall continue beyond the term of this Agreement as to any participation, act, omission or fault occurring.

**Section 9.2. Indemnification Obligation of WSCN.** WSCN agrees to defend, indemnify and hold harmless each Participating Municipality and its officers, agents, managers, directors and employees from and against any and all claims, damages, suits, costs, demands, actions, causes of action, judgments and liabilities, including but not limited to attorneys' fees and costs to the extent any of the foregoing results from or arises out of (i) any material breach of this Agreement by WSCN in its administration of the Approved Municipal Programs, or (ii) any act, omission or fault of WSCN in its administration of the Approved Municipal Programs. This indemnification and hold harmless obligation shall continue beyond the term of this Agreement as to any act, omission or fault occurring.

## **Article X. CONFIDENTIALITY; INTELLECTUAL PROPERTY**

**Section 10.1. Confidential Information.** Each Participating Municipality acknowledges that Confidential Information (as defined below) of WSCN may be disclosed to such Participating Municipality during the course of this Agreement. At all times that WSCN's Confidential Information is in the possession of such Participating Municipality, such Participating Municipality agrees that it shall take reasonable steps to prevent the use, duplication or disclosure of such Confidential Information, other than by or to its own officers, directors, employees, attorneys, accountants, or agents who must have access to such Confidential Information to perform such Participating Municipality's obligations hereunder. All such disclosures shall be subject to the terms and conditions of this Agreement and this Section. In addition:

(i) Upon termination of this Agreement, each Participating Municipality shall, upon written request from WSCN, return all Confidential Information, including all copies thereof, in such Participating Municipality's possession, in whatever form, to WSCN.

(ii) Each Participating Municipality acknowledges that unauthorized use, misappropriation or disclosure of the Confidential Information, as described in this Section, would cause irreparable harm to WSCN. Remedies at law being inadequate, the foregoing provisions may be enforced by temporary or permanent injunctive relief, and the non-prevailing Party waives any claim to a security bond from the prevailing Party.

(iii) In the event that WSCN elects to seek a protective order or other equitable relief after being notified by a Participating Municipality that it has received a request for Confidential Information, whether pursuant to the Wyoming Open Records and Meetings Laws or otherwise, or in the event that any action or legal proceeding, including a declaratory judgment action, is commenced against a Participating Municipality seeking to compel disclosure of Confidential Information, WSCN shall indemnify and hold

harmless such Participating Municipality for any costs and expenses, including but not limited to reasonable attorney's fees, incurred by such Participating Municipality in the prosecution or defense of such action or legal proceeding.

For purposes of this Agreement, "Confidential Information" shall mean any confidential information relating to or disclosed in the course of this Agreement by WSCN or its agent to a Participating Municipality, including technical information, processes, formulas, computer software, source codes, sales, costs, supplier, contractor, customer and member names and lists, and other unpublished financial information, product and business plans, projections and marketing data and all data identifying WSCN's members, officers, directors, associates, affiliates and customers, and any other information pertaining to WSCN, and related technologies, systems, processes, designs, plans, compilations, methods, techniques, and know-how, in each case, whether in tangible or intangible form, and whether or not stored, compiled or memorialized physically, electronically, graphically, photographically, or in writing. "Confidential Information" shall not include information that can be demonstrated using credible evidence to be: (i) generally publicly available; (ii) already independently in a Participating Municipality's possession and not subject to a confidentiality obligation; (iii) obtained by a Participating Municipality from any other source without any obligation of confidentiality; (iv) independently developed by a Participating Municipality without reference to WSCN's Confidential Information; or (v) required to be disclosed by order of a court or other governmental entity or by the Open Records and Meetings Laws; provided that reasonable prior written notice and reasonable cooperation is given to the Disclosing Party so that the Disclosing Party may seek a protective order or other equitable relief. WSCN shall take reasonable efforts to clearly mark and delineate Confidential Information "Confidential Information" to the Participating Municipalities when possible and practical, however its failure to do so shall not otherwise modify the parties' responsibilities and obligations hereunder Article X.

Section 10.2. Third Party Confidential Information. Each Participating Municipality and WSCN acknowledge that from time to time WSCN will receive confidential information from funds, companies, investment vehicles and other persons in order that WSCN may conduct due diligence with respect to proposed investment opportunities. The Parties agree to protect such confidential information and to not disclose such confidential information to third parties unless such confidential information is required to be disclosed by order of a court or other governmental entity.

Section 10.3. Intellectual Property. Subject to any applicable requirements of the Open Records and Meetings Laws, (i) each Participating Municipality agrees that any methodologies, techniques, proposals, concepts or other intellectual property which is conceived, made or developed by WSCN during the term of this Agreement is and will be the sole and exclusive property of WSCN, and (ii) WSCN shall retain any and all intellectual property rights in all methodologies, documentation, know-how, techniques and other materials that have been previously developed or acquired by WSCN and that are used by WSCN in connection with the performance of this Agreement.

**Article XI.**  
**RESTRICTIONS ON USE OF ALLOCATED FUNDS; CONFLICTS OF INTEREST;  
ASSURANCES**

**Section 11.1. Representation Regarding Contingent Fees.** WSCN represents to each Participating Municipality and assures that it has not retained any person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

**Section 11.2. Assurances of Nondiscrimination.** WSCN shall not discriminate in employment or in the provision of services or assistance on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

**Section 11.3. Political Activity.** WSCN shall not permit any of the Allocated Funds provided under this Agreement to be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or for publicity or propaganda purposes designed to support or defeat legislation pending before the United States Congress, the State of Wyoming, any Participating Municipality, or any other county or city in the State of Wyoming.

**Section 11.4. Lobbying.** No Allocated Funds distributed or otherwise made available pursuant to this Agreement may be used by any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, an employee of a member of Congress, a member of the city council of any Participating Municipality or any member of the Wyoming Legislature.

**Section 11.5. Conflicts of Interest.** Neither WSCN nor any employee, officer, manager or other agent of WSCN who exercises any duties or responsibilities with respect to the administration and operation of the Programs or who is in a position to participate in a decisionmaking process or gain inside information with regard to such activities (all of the foregoing persons being referred to as "*Related Persons*"), shall obtain, directly or indirectly, any financial or ownership interest in any person, fund or entity that will receive a grant, financial guaranty or investment from the proceeds of any Allocated Funds; provided, however, that nothing in this Section 11.5 shall prohibit WSCN or any Related Person from engaging in any of the activities specifically contemplated by the Allocation Agreement or from providing support or advisory services to any recipient of Allocated Funds. WSCN shall disclose any conflict of interest to the Participating Municipalities.

**Article XII.**  
**MISCELLANEOUS**

**Section 12.1. Compliance with Laws.** Each Party will comply with all applicable requirements of all federal and state laws and regulations, as may be amended in writing relating to the performance of this Agreement. The parties acknowledge that Treasury may be writing and adopting rules or regulations applicable to the Act under the State Small Business Credit Initiative. Upon final adoption of any such rules or regulations, the parties agree that they shall, in good faith, evaluate this Agreement and determine if any modifications need to

be made in order to comply with any such newly adopted rules. Any such modifications shall be in writing, signed by each Party.

**Section 12.2. Severability.** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**Section 12.3. Section Headings and Subheadings.** Section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**Section 12.4. Waiver.** Any Participating Municipality's failure to act with respect to a breach by WSCN shall not constitute a waiver of its right to act with respect to any subsequent or similar breach. The failure of any Participating Municipality to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**Section 12.5. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, excluding its conflict of law provisions.

**Section 12.6. Amendment.** This Agreement may not be modified, altered, amended or changed except by the mutual written agreement of the Parties.

**Section 12.7. Dispute Resolution.** If any dispute between the Parties shall arise out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by nonbinding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the Lead City and WSCN, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each such party. All costs and fees of mediation shall be borne equally by the parties hereto except, however, each party shall bear its own attorney's fees and costs of participating in the mediation except as otherwise provided by Article IX. If mediation fails to resolve the dispute within thirty (30) days, any party may pursue litigation in a court of competent jurisdiction in the State of Wyoming to resolve the dispute.

**Section 12.8. Notices.** All notices, requests, demands, claims and other communications required or permitted to be given hereunder shall be in writing and shall be sent by (a) personal delivery (effective upon delivery), (b) facsimile or electronic communication (effective on the next day after transmission), (c) recognized overnight delivery service (effective on the next day after delivery to the delivery service), (d) certified mail, return receipt requested and postage prepaid (effective on the third day after being so mailed), in each case addressed to the intended recipient as set forth below:

**If to any Participating Municipality:**

**City of Laramie**  
406 Ivinson Avenue  
P.O. Box C  
Laramie, WY 82073  
Attention: City Manager  
Facsimile: 307-721-5318  
Email: jjordan@ci.laramie.wy.us

**With a copy to its attorney**  
City Attorney  
406 Ivinson Avenue  
P.O. Box C  
Laramie, WY 82073

**If to WSCN:**

**Wyoming Smart Capital Network, LLC**  
4218 Cheyenne Dr.  
Laramie, WY 82072  
Attention: Robert Heard  
Email: rheard@dcnteam.com

**With a copy to its attorneys:**  
Pence and MacMillan LLC  
P.O. Box 1285  
Laramie, WY 82073  
Attention: Megan Overmann Goetz  
Facsimile: 307-745-8669  
Email: movermann@penceandmac.com

**If to DCN:**

**Development Capital Networks, LLC**  
10565 N. 114<sup>th</sup> Street, Ste. 110  
Scottsdale, AZ 85259  
Attention: Paul Huleatt  
Email: phuleatt@dcnteam.com

**With a copy to its attorneys:**  
Pence and MacMillan LLC  
P.O. Box 1285  
Laramie, WY 82073

Attention: Megan Overmann Goetz  
Facsimile: 307-745-8669  
Email: movermann@penceandmac.com

The City of Laramie or WSCN may change its address for receiving notices by giving written notice of such change to the other in accordance with this Section 12.8.

Section 12.9. Assignment/Subcontracting; Binding Effect. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Party (whether by operation of law or otherwise). Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns. The Parties acknowledge that each Participating Municipality is relying on the skills, expertise, training and experience of WSCN and WSCN's employees, officers and managers to perform the duties, activities, services and obligations set forth under this Agreement and, therefore, no part of the obligations or services to be provided by WSCN may be subcontracted by WSCN without the prior written consent of each Participating Municipality; provided, however, the foregoing shall not prohibit WSCN from contracting with its managers and/or members for management services and with vendors and service providers for services essential to the implementation of the Programs, and provided, further, that the foregoing shall not prohibit the award or allocation of Allocated Funds as contemplated by the Act and the Allocation Agreement.

Section 12.10. No Third Party Beneficiary. The Parties do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

Section 12.11. Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and supersedes any prior understandings, agreements, arrangements and representations between the Parties, written or oral, to the extent they related in any way to the subject matter hereof.

Section 12.12. Counterparts. This Agreement may be executed in several identical counterparts, and by the parties hereto on separate counterparts, and each counterpart, when so executed and delivered, shall constitute an original instrument, and all such separate counterparts shall constitute but one and the same instrument.

[signatures on following page]

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first above written.

**Wyoming Smart Capital Network, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Development Capital Networks, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**City of Laramie, Wyoming**

By: \_\_\_\_\_  
Name: **Scott Mullner**  
Title: **Mayor**

**[Names of Municipalities need to be filled in. Consider a separate sig page for each Municipality.]**

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit I  
Fees and Expenses**

WSCN shall pay its managers certain amounts and WSCN shall reimburse its managers for certain expenses incurred, pursuant to the terms set forth below.

(1) **Fees During Allocation Time Period.** During the Allocation Time Period and only to the extent permitted pursuant to the Allocation Agreement from Allocated Funds, Program Income, and Non-Program Income, WSCN shall pay its managers the following amounts:

(a) An annual amount of \$395,000, which amount shall be invoiced by the managers at Development Capital Networks LLC's most recent published GSA professional rates and be paid to the managers in monthly installments; and

(b) Those fees paid to WSCN for any management services rendered by a manager to others or otherwise generated from non-SSBCI funds, which fees shall be paid to such manager on the date any such fee is received by WSCN.

(2) **Fees After Allocation Time Period.** After the Allocation Time Period, WSCN shall pay its managers the following amounts:

(a) An annual amount of \$395,000, which amount shall be invoiced by the managers at Development Capital Networks LLC's most recent published GSA professional rates and paid to the managers in monthly installments;

(b) Twenty percent (20%) of any amount that constitutes gains on amounts invested by WSCN, which fee shall be paid to the managers as gains are realized by WSCN; and

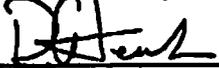
(c) Those fees paid to WSCN for any management services rendered by a manager to others, which fees shall be paid to such manager on the date any such fee is received by WSCN.

(3) **Expenses on Behalf of WSCN.** WSCN's managers may routinely pay certain operating expenses on behalf of WSCN. Expenses paid by a manager on behalf of WSCN for travel costs and Other Direct Costs pursuant to 48 Code of Federal Regulations Subpart 31.2 (Contracts with Commercial Organizations), including, but not limited to, professional fees relating to accounting, auditing, compliance review, legal services, and organizing and providing conferences that further the purpose of the Programs, shall be reimbursed to such manager at cost plus a 9.92% G&A rate. The managers shall provide documentation to WSCN to support the amount of such reimbursement.

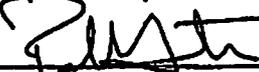
(4) **Accrual of Fees and Expenses.** Fees earned by a manager and expenses to be reimbursed to a manager may accrue and be paid to such manager in later periods.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first above written.

Wyoming Smart Capital Network, LLC

By:   
Name: Robert Heard  
Title: Managing Director

Development Capital Networks, LLC

By:   
Name: Paul Huleatt  
Title: Managing Director

City of Laramie, Wyoming

By: \_\_\_\_\_  
Name: Scott Mullner  
Title: Mayor

[Names of Municipalities need to be filled in. Consider a separate sig page for each Municipality.]

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first above written.

**Wyoming Smart Capital Network, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Development Capital Networks, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**City of Laramie, Wyoming**

By: \_\_\_\_\_  
Name: Scott Muller  
Title: Mayor

[Names of Municipalities need to be filled in. Consider a separate sig page for each Municipality.]

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first above written.

**Wyoming Smart Capital Network, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Development Capital Networks, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

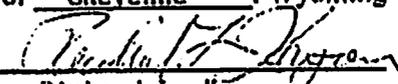
**City of Laramie, Wyoming**

By: \_\_\_\_\_  
Name: **Scott Mullner**  
Title: **Mayor**

**City of Casper, Wyoming**

By: *Kenyne Schlager*  
Name: **Kenyne Schlager**  
Title: **Mayor**

City of Cheyenne, Wyoming

By:   
Name: Richard L. Kayser  
Title: Mayor

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first above written.

**Wyoming Smart Capital Network, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Development Capital Networks, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**City of Laramie, Wyoming**

By: \_\_\_\_\_  
Name: **Scott Mullner**  
Title: **Mayor**

[Names of Municipalities need to be filled in. Consider a separate sig page for each Municipality.]

City of Cody, Wyoming

By: Nancy K. Bunn  
Name: Nancy K. Bunn  
Title: Mayor

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Wyoming Smart Capital Network, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Development Capital Networks, LLC

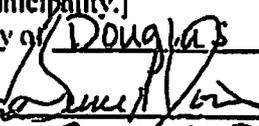
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of Laramie, Wyoming

By: \_\_\_\_\_  
Name: Scott Mullner  
Title: Mayor

[Names of Municipalities need to be filled in. Consider a separate sig page for each Municipality.]

City of Douglas, Wyoming

By:   
Name: Bruce A. Jones  
Title: Mayor

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first above written.

**Wyoming Smart Capital Network, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Development Capital Networks, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**City of Laramie, Wyoming**

By: \_\_\_\_\_  
Name: **Scott Mullner**  
Title: **Mayor**

[Names of Municipalities need to be filled in. Consider a separate sig page for each Municipality.]

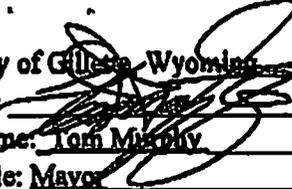
City of Edgerton, Wyoming

By: H. H. "Buck" King  
Name: H. H. "Buck" King  
Title: Mayor

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SERVICES AGREEMENT**

City of Gillette, Wyoming  
By:   
Name: Tom Murphy  
Title: Mayor

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first above written.

**Wyoming Smart Capital Network, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Development Capital Networks, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**City of Laramie, Wyoming**

By: \_\_\_\_\_  
Name: Scott Mullner  
Title: Mayor

[Names of Municipalities need to be filled in. Consider a separate sig page for each Municipality.]

City of       *Wheatland*      , Wyoming

By:       *[Signature]*        
Name:       *Scott Mullner*        
Title:       *Mayor*      

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first above written.

**Wyoming Smart Capital Network, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Development Capital Networks, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**City of Laramie, Wyoming**

By: \_\_\_\_\_  
Name: **Scott Mullner**  
Title: **Mayor**

[Names of Municipalities need to be filled in. Consider a separate sig page for each Municipality.]

City of Hanna, Wyoming

By: Tony D. Poulos  
Name: Tony D. Poulos  
Title: Mayor

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**IN WITNESS WHEREOF.** the Parties have executed this Agreement as of the date first above written.

**Wyoming Smart Capital Network, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Development Capital Networks, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**City of Laramie, Wyoming**

By: \_\_\_\_\_  
Name: **Scott Mullner**  
Title: **Mayor**

[Names of Municipalities need to be filled in. Consider a separate sig page for each Municipality.]

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of Hartsville, Wyoming

By: David L. Off  
Name: Darrell L. Off  
Title: Mayor

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first above written.

**Wyoming Smart Capital Network, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Development Capital Networks, LLC**

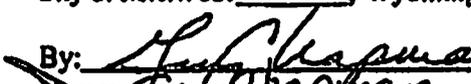
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**City of Laramie, Wyoming**

By: \_\_\_\_\_  
Name: **Scott Mullner**  
Title: **Mayor**

[Names of Municipalities need to be filled in. Consider a separate sig page for each Municipality.]

City of *Midwest* \_\_\_\_\_, Wyoming

By:   
Name: Paul Chapman  
Title: Mayor

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Wyoming Smart Capital Network, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Development Capital Networks, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of Laramie, Wyoming

By: \_\_\_\_\_  
Name: Scott Mullner  
Title: Mayor

[Names of Municipalities need to be filled in. Consider a separate sig page for each Municipality.]

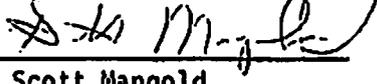
City of Pine Bluff, Wyoming

By: [Signature]  
Name: William Shain  
Title: Mayor

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of Powell, Wyoming

By:   
Name: Scott Mangold  
Title: Mayor

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Wyoming Smart Capital Network, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Development Capital Networks, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of Laramie, Wyoming

By: \_\_\_\_\_  
Name: Scott Mullner  
Title: Mayor

[Names of Municipalities need to be filled in. Consider a separate sig page for each Municipality.]

City of RAWLINS, Wyoming

By: Kenneth C Klouda  
Name: KENNETH C. KLOUDA  
Title: MAYOR

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of Rock Springs, Wyoming

By: *David M. Tate*  
Name: David M. Tate  
Title: Acting Mayor

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of Lundance Wyoming

By: Paul Brooks  
Name: Paul Brooks  
Title: Mayor

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of \_\_\_\_\_, Wyoming

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SERVICES AGREEMENT

City of Wheatland, Wyoming

By: Jean Dixon  
Jean Dixon, Mayor

Attest:

Carl Lohler  
Town Clerk

STATE OF WYOMING     )  
  ) SS.  
COUNTY OF PLATTE     )

The foregoing Services Agreement was acknowledged before me by Jean Dixon, Mayor of the Town of Wheatland, Wyoming, this 20<sup>th</sup> day of November, 2012.

Witness my hand and official seal.

Jenny L. Harriott  
Notary Public

