

SERVICES AGREEMENT

This Services Agreement (this "**Agreement**") dated as of this 4th 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. 114th 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: _____

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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.