

**PARTICIPATION AGREEMENT  
(Equity)**

**THIS PARTICIPATION AGREEMENT** (this “Agreement”) is made and entered into as of the [ ] day of [ ], 2013, by and between **Missouri Technology Corporation**, a Missouri non-profit corporation (“MTC”), and [ ], a [ ] (the “Applicant”).

**RECITALS**

- A. MTC is a public-private partnership created by the State of Missouri to promote entrepreneurship and foster the growth of new and emerging Missouri high-tech companies. MTC’s Missouri IDEA (Innovation, Development and Entrepreneurship Advancement) Fund (the “IDEA Fund”) promotes the formation and growth of businesses that engage in the transfer of science and technology into job creation.
- B. MTC launched the [ ] Program (the “Program”), under the IDEA Fund, for the purpose of encouraging economic development and job creation in Missouri by facilitating development of emerging growth businesses. The Applicant submitted an application dated [ ] (as supplemented and amended by the Applicant prior to the date hereof, the “Application”) for financial assistance under the Program.
- C. MTC has approved an award under the Program to the Applicant and agreed to provide financial assistance to the Applicant in the form of [ ] (the “Investment”). MTC and the Applicant have entered into a [ ] of even date herewith (the “Purchase Agreement”), pursuant to which MTC is purchasing [ ] from the Applicant as evidenced by [ ] (collectively, the “Transaction Documents”). Capitalized terms used herein and not otherwise defined in this Agreement have the respective meanings set forth in the Purchase Agreement.
- D. Consistent with the statutory and regulatory restrictions on the financial assistance provided through the Program, and as a material inducement to MTC’s providing such financial assistance, the Applicant has agreed to enter into this Agreement.
- E. The Applicant acknowledges and agrees that timely information and performance advances the Program’s goals and allows MTC to communicate the value of the Program to the public.

**AGREEMENT**

NOW, THEREFORE, in consideration of these premises, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto hereby agree as follows:

**1. Use of Funds.** As a condition of the Applicant’s receipt of financial assistance under the Program, the Applicant undertakes the following additional obligations:

(a) The Applicant agrees to use the proceeds of the financial assistance provided by MTC under the Program in accordance with the Budget attached hereto as Exhibit A (the “Budget”), which was submitted by the Applicant with the Application. With respect to the Budget and the use of the proceeds of the financial assistance provided by MTC:

(i) The Applicant, without prior approval, may reallocate expenditures among the uses and categories for which the Budget provides by up to 15% in the aggregate. If the Applicant desires to use such proceeds in a manner that would result in a change of greater than 15% from

an allocation set forth in the Budget, the Applicant may request approval of such reallocation by submitting such request in writing to MTC along with an explanation of the requested change. However, no requested change will be permitted without the prior written consent of MTC, which may be granted, withheld or conditioned in its discretion.

(ii) The Applicant agrees to provide to MTC an annual report, substantially in the form of Exhibit B or such other form requested by MTC from time to time, setting forth the Applicant's use of such proceeds during each year in which the Applicant uses such proceeds. The Applicant agrees to provide such report with the year-end financial statements required to be delivered by the Applicant pursuant to Section 2(b) of this Agreement.

(b) Without limiting the generality of the foregoing, the Applicant hereby agrees to the following additional restrictions on the use of the proceeds of the financial assistance provided by MTC under the Program:

(i) The Applicant hereby agrees to comply with all of the limitations from time to time set forth in Section 196.1127 of the Missouri Revised Statutes (the "Missouri Limitations").

(ii) The Applicant hereby agrees to use all Investment proceeds solely as permitted by 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"), and the regulations or other requirements prescribed by the U.S. Treasury under the Act.

(iii) The Applicant shall not use any Investment proceeds 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.

(iv) The Applicant shall not use any Investment proceeds to finance, in whole or in part, business activities prohibited by the U.S. Treasury regulations, including U.S. Treasury regulations promulgated after the date of this Agreement and the SSBCI Policy Guidelines as published by the U.S. Treasury on its website at [www.treasury.gov/ssbcj](http://www.treasury.gov/ssbcj).

(v) The Applicant shall not permit any member of or delegate to the United States Congress or resident U.S. Commissioner to be admitted to any share or part of the Investment proceeds or to any benefit that may arise therefrom.

(vi) The Applicant shall not use any Investment proceeds 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 the U.S. Treasury), against MTC, or (ii) any prosecution of any claim or appeal against the United States Government, any agency or instrumentality thereof (including the U.S. Treasury), which MTC instituted or in which MTC has joined as a claimant.

**2. Information Access.** The Applicant hereby grants to MTC the following access to information, and agrees to comply with the following covenants, for so long as (i) any indebtedness of the Applicant to MTC is outstanding or (ii) MTC holds an equity interest of the Applicant:

(a) Within 30 days after the end of each of the first three fiscal quarters of every fiscal year, the Applicant shall provide to MTC a copy of the Applicant's quarterly unaudited financial statements prepared by its internal accounting department.

(b) Within 90 days after the end of each fiscal year, the Applicant shall provide to MTC a copy of its unaudited year-end financial statements. If the Applicant engages an outside accounting firm to compile, review or audit such financial statements, then the Applicant shall provide to MTC the statements as so compiled, reviewed or audited. Otherwise, the Applicant shall provide to MTC financial statements prepared by its internal accounting department.

(c) As soon as practicable upon the request of MTC, the Applicant shall:

- (i) furnish additional financial statements, reports or other information to MTC in form and substance reasonably satisfactory to MTC relating to the Applicant's financial condition, business, prospects or corporate affairs; and
- (ii) allow MTC or its authorized representatives, at MTC's expense, to (A) inspect and audit the books, records and papers relating to the Applicant's financial or business condition, and (B) inspect any of the Applicant's assets; provided, however, that MTC, in exercising its rights under this Section 2(c)(ii), agrees to cooperate with reasonable requests by the Applicant to avoid materially and adversely interfering with the Applicant's business.

(d) The Applicant shall notify MTC a reasonable period of time in advance of any meeting of the board of directors of the Applicant or any subsidiary of the Applicant (the "Board"), a committee thereof or meeting of the shareholders of the Applicant and shall permit a representative of MTC to attend such meetings either in person or telephonically. The Applicant shall provide MTC with copies of all minutes and any actions by written consent of the Board, its committees or the shareholders in lieu of a meeting and all information presented to the Board, its committees or the shareholders. Upon the reasonable request of MTC, the Applicant shall make the members of the Board and the officers of the Applicant available from time to time for periodic meetings with a representative of MTC to discuss the financial condition, business, prospects or corporate affairs of the Applicant.

(e) MTC acknowledges the Applicant's position that the information provided under this Section 2 is confidential ("Confidential Information") and the disclosure of Confidential Information would result in competitive disadvantages for the Applicant. MTC agrees that it shall treat the Confidential Information as confidential and shall not disclose such Confidential Information to third-parties except as required by law. MTC will notify the Applicant as soon as practicable of any request for access to the Confidential Information and provide the Applicant an opportunity, at the Applicant's expense, to contest the public disclosure, however, MTC shall not be liable for any delay in providing such notice. "Confidential Information" shall not include information that (i) was or becomes generally available to the public, other than as a result of a disclosure by MTC in breach of its obligations under this Agreement, (ii) was or becomes available to MTC on a non-confidential basis from a source other than the Applicant, provided that such source was not known by MTC to be bound by any agreement with the Applicant to keep such information confidential, (iii) was independently developed by MTC without use of the Confidential Information, or (iv) was within MTC's possession prior to it being furnished to MTC by or on behalf of the Applicant.

(f) Notwithstanding the provisions in this Section 2 to the contrary, the Applicant shall not be required to provide any information to MTC or to allow access of a representative of MTC to any meeting or portion thereof if the Applicant reasonably believes, upon written advice of counsel, that such exclusion is necessary to preserve attorney-client privilege.

**3. Annual Economic Impact Reporting.** For a period of ten years beginning on the date hereof, the Applicant shall provide a written annual report to MTC regarding the Applicant's use of the proceeds of the financial assistance provided by MTC under the Program. A reporting form substantially in the form of

Exhibit C will be provided from time to time by MTC, which will be required to be completed by the Applicant annually within 30 days from the date of MTC's request.

**4. Media and Publicity.** Unless disclosure is required by law, the Applicant shall notify MTC and reasonably cooperate with MTC prior to making any press release or public statement which refers to any transaction under which MTC provided financial assistance to the Applicant under the Program or the use of the proceeds of such assistance to acknowledge the role of MTC. Furthermore, the Applicant agrees to use reasonable efforts to acknowledge MTC's role in all future press releases or public statements made within five years following the date hereof.

**5. Economic Development Incentive Clawback.**

(a) The Applicant acknowledges that the purpose of the Program is to encourage economic development and job growth in the State of Missouri. A "Trigger Event" shall be deemed to have occurred if the Applicant (i) publicly announces its intention to relocate its Headquarters (as defined below) outside the State of Missouri or to relocate a significant portion of the jobs it creates in the State of Missouri to a location outside the State of Missouri, (ii) relocates its Headquarters outside the State of Missouri, or (iii) relocates a significant portion of the jobs it creates in the State of Missouri to a location outside the State of Missouri. As used in this Agreement, the term "Headquarters" means the location of the Applicant's principal executive offices. A Trigger Event shall not be deemed to have occurred solely as a result of the employment by the Applicant of individuals located outside of the State of Missouri, provided such employees contribute to and support the growth of the Applicant's business in the State of Missouri as contemplated in the Application. Upon a change in the Applicant's circumstances, after the date hereof, the Applicant may request from MTC a waiver of the application of this Section 5 in accordance with Section 13 hereof.

(b) The Applicant shall immediately provide MTC written notice of the occurrence of any Trigger Event. In such written notice, the Applicant shall provide a report setting forth all equity interests then held by MTC or issuable to MTC upon the conversion or exercise of any debt or equity security or right to purchase such debt or equity security then held by MTC (together, the "Subject Securities"). At any time before the 60<sup>th</sup> day following MTC's receipt of such written notice (such date, the "Notice Date"), MTC may by written notice to the Applicant cause the Applicant to purchase all Subject Securities then held by MTC. The Applicant shall purchase the Subject Securities from MTC on a business day specified by MTC not less than ten nor more than 30 days after MTC's written notice.

(c) The price at which the Applicant shall be required to purchase such Subject Securities shall be equal to the greater of (i) the sum of the amount therefor paid by MTC plus a return calculated at the rate per annum set forth from time to time in Section 408.040.1 of the Missouri Revised Statutes compounded annually, cumulative and compounded on the amount(s) paid therefor by MTC from the date(s) of payment to the date of the Applicant's purchase of the Subject Securities, or (ii) the value of such Subject Securities implied by the pre-money valuation of the Applicant on a fully-diluted basis based on the most recent issuance of equity securities or securities convertible into or exercisable for equity securities of the Applicant (including, for the avoidance of doubt, any issuance occurring coincident with or before the Notice Date) in which the Applicant issued or agreed to issue equity securities for cash to a non-affiliated third party in an arms'-length transaction.

**6. Applicant Redemption Process.** Upon a change in the Applicant's circumstances such that the Applicant wishes to redeem all Subject Securities held by MTC, the Applicant may request that MTC agree to such a redemption, in accordance with Section 13 hereof.

7. **E-Verify.** The Applicant represents and warrants that it has registered with the U.S. Citizenship and Immigration Services E-Verify at <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES>. The Applicant agrees to conduct its hiring practices in accordance with such program.

8. **Applicant's Representations, Warranties and Covenants.** The Applicant represents and warrants that: (a) the Applicant has disclosed in writing all material facts related to the Applicant's business and operations to MTC, and (b) the written materials provided by the Applicant in connection with the Application or in response to inquiries by MTC do not: (i) contain any untrue statement of material fact, or (ii) omit to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

9. **Certifications.** The Applicant hereby agrees with and certifies to MTC as follows:

(a) The Applicant will make available to the U.S. Treasury Inspector General all books and records related to the use of the Investment proceeds, subject to the Right to Financial Privacy Act (12 U.S.C. § 3401 et seq.), including detailed loan records, as applicable.

(b) The Applicant is in compliance with the requirements of 31 C.F.R. § 103.121 to the extent applicable to it.

(c) Each of the five most highly compensated executives or officers of the Applicant, and each natural person who is a direct or indirect holder of 20% or more of the capital stock, taken as a whole, of the Applicant has 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)).

(d) The Applicant does not knowingly employ any person who is an unauthorized alien and that the Applicant has complied with federal law (8 U.S.C. § 1324a) requiring the examination of an appropriate document or documents to verify that each individual it employs is not an unauthorized alien.

10. **Closing Conditions.** By executing this Agreement, MTC hereby agrees to provide financial assistance to the Applicant under the Program upon the terms and conditions set forth in the Transaction Documents upon the satisfaction of each of the following conditions as of the date hereof:

(a) MTC shall have received the following documents, duly executed by the Applicant: (i) the Purchase Agreement, (ii) this Agreement, and (iii) all other Transaction Documents.

(b) MTC shall have received the Baseline Reporting Form, attached hereto as Exhibit C, duly completed and executed by the Applicant.

(c) MTC shall have received the Business Entity Certification Enrollment Documentation and Affidavit of Work Authorization, attached hereto as Exhibit D, duly completed and executed by the Applicant.

(d) MTC shall have received the Use of Proceeds and Sex Offender Status Certification, attached hereto as Exhibit E, duly executed by the Applicant.

(e) MTC shall have received the Matching Funds Certification in the form attached hereto as Exhibit F, duly executed by [\_\_\_\_], a [\_\_\_\_].

(f) The Applicant shall have executed and/or delivered to MTC such other agreements, documents, instruments and certificates as MTC may reasonably require in connection therewith.

11. **Applicable Law; Consent to Jurisdiction.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri applicable to contracts executed in and to be performed in that state and without regard to any applicable conflicts of law. In any action between the parties arising out of or relating to this Agreement: (i) each party irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of each of (A) the state courts located in Cole County, Missouri, and (B) the United States District Court for the Western District of Missouri, as determined by MTC in its sole discretion, (ii) each party irrevocably consents to service of process by first class certified mail, return receipt requested, postage prepaid, and (iii) **each party irrevocably waives any and all rights to a trial by jury in any legal proceeding arising out of or related to this Agreement or the transactions contemplated hereby.** The Applicant agrees to promptly pay or reimburse MTC, if it is the prevailing party in any litigation, for any reasonable and actual out-of-pocket costs and expenses, including reasonable attorneys' fees and litigation costs incurred by MTC in connection with such action, to the extent permitted by law.

12. **Integration.** This Agreement together with the other Transaction Documents constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. In the event of any inconsistency between this Agreement and any of the other Transaction Documents, the terms of this Agreement shall apply. No amendment of this Agreement or other Transaction Document shall be binding on MTC without the written consent of MTC to such amendment.

13. **Modification or Amendment.** MTC acknowledges the Program's economic development goals may be aided by modification or amendment of the Transactions Documents following future developments of the Applicant. If circumstances arise such that the Applicant believes it is in the parties' best interest to modify or amend this Agreement or any Transaction Document in furtherance of the Program's economic development and job creation goals, the Applicant may seek MTC's consent to such amendment by submitting a request in writing to MTC along with an explanation of the changes causing the advisability of such amendment or modification and the background of such request. However, no requested amendment or modification will be permitted without the prior written consent of MTC, which may be granted, withheld or conditioned in its discretion.

*[Remainder of page intentionally left blank; signature page follows.]*

Please indicate your acceptance of the terms of this Agreement by returning a signed copy to the undersigned.

MISSOURI TECHNOLOGY CORPORATION

By: \_\_\_\_\_  
Name: William H. Anderson  
Title: Acting Executive Director

Agreed to as of the date first set forth above:

[ ]

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

**Exhibit A**

**Budget**

See attached.





**Exhibit B**

**Annual Budget Reconciliation Form**

See attached.

**Budgeted vs. Actual Use of Funds**

**Total Budget Plan for \_\_\_\_\_**

Use of Funds	2013 (Year 1) Budgeted*		2013 (Year 1) Actual		2014 (Year 2) Budgeted*		2014 (Year 2) Actual		2015 (Year 3) Budgeted*		2015 (Year 3) Actual		Total	
	MTC IDEA Funds	Matching Funds	MTC IDEA Funds	Matching Funds	MTC IDEA Funds	Matching Funds	MTC IDEA Funds	Matching Funds	MTC IDEA Funds	Matching Funds	MTC IDEA Funds	Matching Funds	MTC IDEA Funds	Matching Funds
<b>Operating Funds</b>														
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Executive Management</i>														\$ -
<i>Accounting/Operations</i>														\$ -
<i>Scientific/Technical Employees</i>														\$ -
<i>Business Development</i>														\$ -
<i>Other</i>														\$ -
Equipment & Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Supply 1</i>														\$ -
<i>Supply 2</i>														\$ -
<i>Equipment 1</i>														\$ -
<i>Equipment 2</i>														\$ -
Contract Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Accounting</i>														\$ -
<i>Legal</i>														\$ -
<i>Contract Research</i>														\$ -
<i>Regulatory</i>														\$ -
<i>Manufacturing</i>														\$ -
<i>Business Development/Marketing</i>														\$ -
Travel														\$ -
Other Direct Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Other Direct Cost 1</i>														\$ -
<i>Other Direct Cost 2</i>														\$ -
<b>Total Operating</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Capital Funds</b>														
Real Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Land</i>														\$ -
<i>Buildings &amp; Structures</i>														\$ -
<i>Machinery/Equipment</i>														\$ -
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Architectural</i>														\$ -
<i>Engineering</i>														\$ -
<i>Other</i>														\$ -
<b>Total Capital</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Funds</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

\* Denotes that numbers to be reported in these columns should match those numbers which were reported in the original Budget form submitted in connection with the MTC closing.

**Exhibit C**

**Baseline Reporting Form**

See attached.



**Baseline Reporting Form**

Reported as a result of a specific project and MTC funding.

**Project Name:** \_\_\_\_\_

**Awardee Name and Address:** \_\_\_\_\_

I certify that I am an authorized representative of the recipient of MTC funding who is authorized to make the statement of affirmation contained herein. To the best of my knowledge and belief, I certify that the information contained in this report is complete and accurate.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Category	Baseline
Full-time Missouri jobs created	
Total wages for full-time Missouri jobs created	
Total full-time Missouri jobs	
Total wages for full-time Missouri jobs	
Part-time Missouri jobs created	
Total wages for part-time Missouri jobs created	
Total part-time Missouri jobs	
Total wages for part-time Missouri jobs	
Equity Investment	
Convertible debt investment	
Traditional debt investment	
SBIR/STTR Grants	
Other grants	
Patents applied for	
Patents granted	
Number of strategic partners (list below)	
Number of commercial products or services	
Start-up companies created	
Market capitalization	
Capital expenditures	
Total company revenue	
Revenue from Missouri operations*	
Total net income	
Net income from Missouri operations*	
Income taxes paid in Missouri*	
Property taxes paid in Missouri	

*\*Report data from most recent Missouri income tax return.*

List all strategic partners below:

**Provide a narrative summary of the project to date as an attachment, including any additional impact information as a result of the project and MTC's funding that expands upon the information above or that is not captured above (e.g., third-party awards, significant press releases or news stories from or about the project, and similar information.**

**Exhibit D**

**Business Entity Certification, Enrollment Documentation and Affidavit of Work Authorization**

I, the undersigned, acting on behalf of the Company named below, hereby certify and agree to the following:

1. I certify that the Company does NOT knowingly employ any person who is an unauthorized alien and that the Company has complied with federal law (8 U.S.C. § 1324a) requiring the examination of an appropriate document or documents to verify that each individual is not an unauthorized alien.
2. I certify that the Company is enrolled in the E-Verify federal work authorization program (Website: <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>; Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) and will participate in said program with respect to employees working in connection with the activities that qualify applicant for this program. I certify that the Company will maintain and, upon request, provide MTC documentation demonstrating Company's participation in a federal work authorization program with respect to employees working in connection with the activities that qualify Company for this program. I understand that if the Company is found to have employed an unauthorized alien, applicant may be subject to penalties pursuant to Sections 285.025, and 285.535, RSMo.
3. I understand that, pursuant to section 285.530.3 RSMo., a general contractor or subcontractor of any tier shall not be liable under sections 285.525 to 585.550 when such general contractor or subcontractor contracts with its direct subcontractor who violates section 285.530.1, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of section 285.530.1 and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
4. I will inform MTC if there is any change to any of the certifications made herein.
5. I hereby agree to allow representatives of MTC access to the property and applicable records as may be necessary for the administration of this program.
6. I certify under penalties of perjury that the above statements, information contained herein and in any attachments hereto are complete, true, and correct to the best of my knowledge.

I certify that I have the proper authority to execute this document on behalf of the Company and that I am authorized to make the statement of affirmation contained herein. I also realize that failure to disclose material information regarding the Company, any owners or individuals engaged in the management of the Company, or other facts may result in criminal prosecution.

IN WITNESS WHEREOF, Company has executed this Certificate this \_\_\_\_ day of \_\_\_\_\_, 2013.  
[COMPANY]

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

Notary Public Embosser Seal	State of _____ County (or City of St. Louis) _____	Use Rubber Stamp in Area Below
	SUBSCRIBED AND SWORN BEFORE ME,	
	This _____ day of _____ in the year _____	
	Notary Public Name _____	
	Notary Public Signature _____	

## Exhibit E

### Use of Proceeds and Sex Offender Status Certification

#### CERTIFICATION OF USE OF PROCEEDS AND SEX OFFENDER STATUS

In order to induce Missouri Technology Corporation, a Missouri non-profit corporation (“MTC”), to make the investment (the “Investment”) in [\_\_\_\_], a [\_\_\_\_] (“Applicant”), pursuant to that certain [Purchase Agreement] dated as of the date hereof, Applicant hereby certifies to MTC the following:

#### Use of Proceeds

1. The Investment proceeds will be used for a “business purpose.” “Business purpose” includes, but is not limited to, startup costs, working capital, business procurement, franchise fees, equipment, inventory, as well as the purchase, construction renovation or tenant improvements of an eligible place of business that is not for passive real estate investment purposes. The definition of business purpose excludes: activities that relate to acquiring or holding passive investments, such as: commercial real estate ownership and the purchase of securities; and lobbying activities (as defined in Section 3(7) of the Lobbying Disclosure Act of 1995, P.L. 104-65, as amended).
2. The Investment proceeds will not be used to:
  - (a) Repay delinquent federal or state income taxes unless Applicant has a payment plan in place with the relevant taxing authority;
  - (b) Repay taxes held in trust or escrow, e.g., payroll or sales taxes;
  - (c) Reimburse funds owed to any owner, including any equity injection or injection of capital for the business’s continuance; or
  - (d) Purchase any portion of the ownership interest of any owner of the business.
3. Applicant is not:
  - (a) An executive officer, director, or principal shareholder of MTC;
  - (b) A member of the immediate family of an executive officer, director or principal shareholder of MTC; or
  - (c) A related interest of such executive officer, director, principal shareholder or member of such immediate family.

For purposes of this paragraph 3, the terms “executive officer,” “director,” “principal shareholder,” “immediate family,” and “related interest” refer to the same relationship to MTC as the relationship described in part 215 of title 12 of the Code of Federal Regulations, or any successor to such part.

4. Applicant is not:
  - (a) A business engaged in speculative activities that develop profits from fluctuations in price rather than through normal course of trade, such as wildcatting for oil and dealing in commodities futures, unless those activities are incidental to the regular activities of the business and part of a legitimate risk management strategy to guard against price fluctuations related to the regular activities of the business;
  - (b) A business that earns more than half of its annual net revenue from lending activities; unless the business is a non-bank or non-bank holding company Community Development Financial Institution;

- (c) A business engaged in pyramid sales, where a participant's primary incentive is based on the sales made by an ever-increasing number of participants;
- (d) A business engaged in activities that are prohibited by federal law or applicable law in the jurisdiction where the business is located or conducted (included in these activities is the production, servicing or distribution of otherwise legal products that are to be used in connection with an illegal activity, such as selling drug paraphernalia or operating a motel that knowingly permits illegal prostitution); or
- (e) A business engaged in gambling enterprises, unless the business earns less than 33% of its annual net revenue from lottery sales.

Sex Offender Status

5. As required by Section 3011(c)(2) of the Small Business Jobs Act of 2010, the Principals of Applicant 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)).

For the purposes of this Certificate, "Principal" means the following: (i) if a sole proprietorship, the proprietor; (ii) if a partnership, each managing partner and each partner who is a natural person and holds a 20% or more ownership interest in the partnership; and (iii) 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% or more of the ownership stock or stock equivalent of the entity.

IN WITNESS WHEREOF, Applicant has executed this Certificate this \_\_\_ day of \_\_\_\_\_, 2013.

[ ]

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



**Exhibit F**

**Matching Funds Certification**

In connection with the execution of that certain [ ] (the "Purchase Agreement"), dated as of the date hereof, by and between [ ], a [ ] ("Applicant"), and Missouri Technology Corporation, a Missouri non-profit corporation ("MTC"), \_\_\_\_\_, a \_\_\_\_\_ ("Co-Investor"), hereby certifies to MTC that but for the agreement of MTC to make an investment in Applicant in the amount of \$\_\_\_\_, Co-Investor would not have agreed to make an investment in Applicant in the amount of \$\_\_\_\_\_.

IN WITNESS WHEREOF, Co-Investor has executed this Certification this \_\_ day of \_\_\_\_\_, 2013.

CO-INVESTOR:

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