

PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT (this “Agreement”) is made and entered into as of the [-] day of [-], 2023, 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 application number [-] (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 an equity investment of \$[-] (the “Investment”). [Description of transaction documents.]. The [-], the agreements referred to therein and this Agreement are referred to collectively herein as the “Transaction Documents.”
- 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 hereby agrees to the following additional restrictions on the use of the proceeds of the financial assistance provided by MTC under the Program:

(a) 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.

(b) 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.

(c) 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.

(d) 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/ssbci.

(e) 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.

(f) 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. Representations and Warranties. [TBD based on underlying investment documents].

3. Information Access and Board Observation. The Applicant hereby grants to MTC the following access to information and observations rights, 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 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, as applicable. Otherwise, the Applicant shall provide to MTC financial statements prepared by its internal accounting department.

(b) 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.

(c) The Applicant shall notify MTC a reasonable period of time in advance of any meeting of (i) the board of directors or similar body of the Applicant or corresponding governance body of any subsidiary of the Applicant (collectively, the "Board"), (ii) a committee of the Board, or (iii) the stockholders 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 stockholders in lieu of a meeting and all information presented to the Board, its committees or the stockholders. 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.

(d) 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.

(e) 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.

4. 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 A will be provided from time to time by MTC, which will be required to be completed by the Applicant annually and delivered not later than January 30th of each year following the date hereof.

5. Media and Publicity. Unless disclosure is required by law, the Applicant shall notify MTC prior to making any press release or public statement which refers to financial assistance provided to, or investment in, the Applicant. The Applicant agrees to cooperate with MTC in publicly acknowledging the financial assistance provided 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 in which Applicant refers to its investors made within five years following the date hereof.

6. 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, in the sole discretion of MTC, 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 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.

(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 60th day following MTC's receipt of such written notice (such date, the "Notice

Date”), MTC may by written notice to the Applicant elect to cause the Applicant to purchase all Subject Securities then held by MTC. If MTC elects to cause the Applicant to purchase all Subject Securities, 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.

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 Additional 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 Joinder Agreement, (ii) this Agreement, and (iii) all other Transaction Documents.

(b) MTC shall have received a description of Applicant’s intended use of the proceeds of the financial assistance provided by MTC under the Program in accordance with the Use of Proceeds Statement attached hereto as Exhibit B (the “Use of Proceeds Statement”).

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

(d) 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.

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

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

(g) The Secretary of the Applicant shall have delivered to MTC a Secretary's Certificate substantially in the form attached hereto as Exhibit G, certifying (i) the [Certificate of Incorporation / Certificate of Formation], (ii) the [Bylaws / Operating Agreement], and (iii) resolutions of the [board of directors / managers] and [stockholders / members] (if required) of the Applicant approving the execution and delivery of this Agreement and the transactions contemplated hereby.

(h) A good standing certificate for the Applicant issued by the Secretary of State of the State of [-], dated no more than ten days prior to the date hereof, shall be made available to MTC.

(i) All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of the United States or of any state or third party that are required in connection with the transactions contemplated herein shall be obtained and in full force and effect.

(j) 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 the Transaction Documents: (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.

[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.

**THIS AGREEMENT CONTAINS A VALID AND BINDING
JURY WAIVER PROVISION.**

MISSOURI TECHNOLOGY CORPORATION

By: _____
Name: John Scatizzi
Title: Executive Director

Agreed to as of the date first set forth above:

[-]

By: _____
Name: _____
Title: _____

Exhibit A

Annual Report

See attached

Exhibit B

Use of Proceeds Statement

See attached.

Exhibit C

Baseline Reporting Form

See attached.



COMPANY NAME & ADDRESS:

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STATE ECONOMIC IMPACT REPORTING BASELINE

State Fiscal Year Runs from July 1st, 202X to June 30th 202X

BASELINE EMPLOYMENT		
	NUMBER OF	TOTAL WAGES
Full-Time Employees		
Full-Time Employees		\$0.00
Full-Time Missouri-based Employees		\$0.00
Part-Time Employees		
Part-Time Employees		
Part-Time Missouri-based Employees		\$0.00

INVESTMENTS/GRANTS TO DATE	
TOTALS	
Equity Investment	\$0.00
Convertible Debt Investment	\$0.00
Traditional Debt Investment	\$0.00
SBIR/STTR Grants	\$0.00
Other Grants	\$0.00

PATENTS & PRODUCTS	
TOTALS	
Patents applied for over the life of the company	0
Patents granted over the life of the company	0

FINANCIAL INFORMATION PREVIOUS STATE FISCAL YEAR	
TOTALS	
Market capitalization	
Capital expenditures	\$0.00
Total company revenue	\$0.00
Revenue from Missouri operations *	\$0.00
Total net income	\$0.00
Net income from Missouri operations *	\$0.00
Income taxes paid in Missouri *	\$0.00
Property taxes paid in Missouri	\$0.00

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

CERTIFICATION AND SIGNATURE

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: _____

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:

- 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) 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 [-], [-].

[-]

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 loan to, or investment in, [-], a [-] (“Applicant”), pursuant to that certain [-] dated as of the date hereof, Applicant hereby certifies to MTC the following:

Use of Proceeds

1. The loan or 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 loan or 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 party.

4. No SSBCI Insider has any financial interest derived from ownership or right to ownership of or investment in the Applicant (including any financial interest derived from ownership or right to ownership of or investment in a venture capital fund). An “SSBCI Insider” is any person who, in the 12-month period preceding the date hereof: (a) performed the role(s) of (i) program manager or staff member, whether by employment or contract, in MTC; (ii) a government official with direct oversight of MTC and that official’s immediate supervisors; (iii) a board member of a State-sponsored non-profit entity who, through committee or board service, has the authority to vote on decisions to invest MTC funds or possesses authority over the employment or

compensation of the MTC staff; (iv) a board member of an independent non-profit or for-profit entity that operates an State Small Business Credit Initiative (“SSBCI”) Venture Capital Program as defined in the SSBCI National Standards Compliance and Oversight for Participating States, as revised June 20, 2014; or (v) an employee, volunteer, or contractor on an investment committee or equivalent entity that approves SSBCI investments under an SSBCI Venture Capital Program; or (b) exercised a controlling influence on the State of Missouri’s policy decisions regarding: (i) the allocation of SSBCI funds, (ii) eligibility criteria for SSBCI Venture Capital Program participation, or (iii) the processes for approving investments of SSBCI funds under an SSBCI Venture Capital Program.

5. 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

6. As required by Section 3011(c)(2) of the Small Business Jobs Act of 2010, the Principals of the 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 [-], [-].

[-]

By: _____
Name: _____
Title: _____

Exhibit F

Matching Funds Certification

In connection with the execution of that certain [-], dated as of [-], [-], 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 [-], [-].

CO-INVESTOR:

By: _____

Name: _____

Title: _____

Exhibit G

Form of Secretary's Certificate

[-]

[-]

The undersigned hereby certifies that [-] is the duly appointed [-] of [-], a [-] (the "Company"), and that she is authorized to execute this Certificate on behalf of the Company in connection with the consummation of the transactions contemplated by that certain Participation Agreement dated as of [-], [-] (the "Agreement"), by and between the Company and Missouri Technology Corporation. Capitalized terms used but not defined herein shall have the respective meanings given to them in the Agreement. The undersigned further certifies to the following:

1. That attached hereto as Exhibit A is a true, correct and complete copy of the Amended and Restated Certificate of Incorporation, together with all amendments thereto, as are in full force and effect as of the date hereof, and no proceedings for any amendment, rescission or modification to said Amended and Restated Certificate of Incorporation have been instituted or are pending;
2. That attached hereto as Exhibit B is a true, correct and complete copy of the Bylaws duly adopted by the Board of Directors of the Company and said Bylaws have not been amended, modified or revoked and are in full force and effect as of the date hereof; and
3. That attached hereto as Exhibit C are true, correct and complete copies of the resolutions duly adopted by the board of directors and stockholders (if required) of the Company approving the execution and delivery of the Agreement and the transactions contemplated thereunder, and said resolutions have not been amended, modified or revoked and are in full force and effect as of the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date first written above.

By: _____
Name: [-] _____
Title: [-] _____

Exhibit A

Amended and Restated Certificate of Incorporation

See attached.

Exhibit B

Bylaws

See attached.

Exhibit C

Resolutions

See attached.