

REQUEST FOR APPROVAL OF TRANSFER CERTIFICATE

LICENSEE:	
TRANSFEROR:	
TRANSFeree:	
TRANSFeree BACKUP FOR DUAL COMMITMENT:	
DATE:	

AS A MATERIAL INDUCEMENT FOR THE U.S. SMALL BUSINESS ADMINISTRATION (“SBA”) TO CONSENT TO THE TRANSFER OF THE LIMITED PARTNERSHIP INTEREST DESCRIBED BELOW, EACH OF THE LICENSEE, TRANSFEROR AND TRANSFeree (AND BACKUP FOR DUAL COMMITMENT, IF APPLICABLE) HEREBY REPRESENTS, WARRANTS AND COVENANTS AND AGREES AS FOLLOWS:

1. Transferor is a *[check the appropriate box]*:
 - Limited Partner in Licensee
 - Class B Member in Licensee
 with a commitment of _____ Dollars, or \$ _____, to Licensee (“Partnership Interest”), of which _____ Dollars, or \$ _____, has been contributed to Licensee. Transferor represents and warrants that it is not in default of its obligations to the Licensee for payment of its Partnership Interest or in default of any other material obligation owed to the Licensee.

2. Transferor, Transferee, and Transferee Backup for Dual Commitment (if applicable) have entered into an agreement (“Transfer Agreement”) under which Transferor proposes to transfer to Transferee _____ percent, or _____ %, of Transferor’s Partnership Interest, including all of Transferor’s rights, title and interest therein (the “Transferred Interest”). Following such transfer, Transferee’s ownership interest in Licensee will equal _____ percent, or _____ %.

3. *[Transferor and Transferee check applicable box, respectively]*
 Transferor **does** **does not** qualify as an Institutional Investor under 13 CFR §107.50.
 Transferee **does** **does not** qualify as an Institutional Investor under 13 CFR §107.50 but its Backup Investor for Dual Commitment **does** qualify as an Institutional Investor under 13 CFR §107.50.

4. Transferor and Transferee each represent and warrant that the proposed transfer of the Transferred Interest is lawful, including without limitation that the proposed transfer will not violate any federal or state laws governing securities. The Licensee represents and warrants that it does not possess knowledge of any facts about the proposed transfer that

would make the transfer unlawful, including without limitation facts that the proposed transfer would violate federal or state laws governing securities.

5. Licensee represents and warrants that the transfer will not result, absent prior SBA approval, in any reduction of the SBIC's Regulatory Capital of more than two percent (2%) in the fiscal year that the transfer will be made, together with every other voluntary reduction in Regulatory Capital to date made in that year, except as permitted by 13 CFR §§107.1560 and 107.1570. The transfer will not reduce Regulatory Capital below the minimum capital requirement in the Small Business Investment Act of 1958, as amended (the "Act"), and 13 CFR §107.210, and the SBIC after the transfer will have sufficient Leverageable Capital to avoid having excess Leverage in violation of Section 303 of the Act and 13 CFR §§ 107.1150 through 1170.
6. Licensee represents and warrants that it is in compliance with all laws and regulations governing Small Business Investment Companies.
7. Licensee represents and warrants that the proposed transfer of the Transferred Interest does not and will not result in a transfer of Control, as that term is defined in SBA's regulations in Part 107 of Title 13 of the Code of Federal Regulations.
8. Under the Transfer Agreement, Transferee (and its Backup for Dual Commitment, if applicable) (i) accepts the Transferred Interest, (ii) agrees to comply with, be bound by and subject to all of the terms, conditions and provisions of Licensee's agreement of limited partnership ("Partnership Agreement"), (iii) undertakes and assumes all of Transferor's duties and obligations under the Partnership Agreement, including the obligation to contribute any unfunded commitment attributable to the Transferred Interest, and (iv) makes all representations required of a limited partner under the Partnership Agreement.
9. Transferee (and its Backup for Dual Commitment, if applicable) further represents, acknowledges and agrees that it (i) has been furnished and has read the Partnership Agreement and the reports that are required to be given to limited partners under the Partnership Agreement, (ii) understands the risks of acquiring and owning the Transferred Interest, (iii) has conducted its own independent review and analysis of the proposed transfer without reliance upon any advice or guidance from the Licensee or SBA, (iv) has been provided with access to and an opportunity to ask questions of and receive answers from the Licensee's principals and/or the Licensee's General Partner, and (v) performed such due diligence and consulted with its advisers as to the financial, tax, legal and related matters concerning the acquisition of the Transferred Interest as Transferee deemed necessary or advisable. Transferee (and its Backup for Dual Commitment, if applicable) agrees to indemnify and hold harmless the Licensee and SBA from any claim whatsoever arising from the proposed transfer of the Transferred Interest.
10. Licensee and Licensee's general partner have consented to the release of Transferor and the transfer of the Transferred Interest and the admission of Transferee as a limited partner in Licensee. Licensee shall provide SBA with a copy of the Partnership

Agreement signature page executed by Transferee (and its Backup for Dual Commitment, if applicable). Licensee has attached to this Transfer Certificate an updated Capital Certificate which reflects the transfer of the Transferred Interest.

11. There is no agreement, side letter or other document or arrangement modifying, terminating, adding to or otherwise changing any of the terms, conditions or provisions of the Partnership Agreement with respect to the Transferred Interest. In the event of any actual or asserted conflict or inconsistency as between any provisions or terms contained in this Request for Approval of Transfer Certificate and provisions or terms of any other agreement, written document or other instrument concerning the Transferred Interest, then the provisions or terms contained in this Request for Approval of Transfer Certificate shall govern.
12. The terms, conditions, obligations, representations and warranties contained in this Request for Approval of Transfer Certificate, as well as the Transferee's underlying obligation (and that of its Backup for Dual Commitment, if applicable) to fully fund any unfunded commitment attributable to the Transferred Interest, shall be enforceable by the Licensee and/or SBA in any court of competent jurisdiction and shall not be subject to arbitration notwithstanding any other agreement or provision of any agreement to the contrary.
13. Transferor, Transferee (and its Backup for Dual Commitment, if applicable) and Licensee each acknowledge that any intentionally false statement or willful misrepresentation contained in this certificate is a violation of Federal law and is subject to criminal prosecution and civil penalties under 18 USC §§287, 371, 1001, and 1006; 15 USC §645; and 31 USC §3729.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED AND DELIVERED THIS TRANSFER CERTIFICATE AS OF THE DATE SET FORTH ABOVE. **THE UNDERSIGNED CONFIRM THAT THE TEXT OF THIS FORM WAS NOT CHANGED, ALTERED, OR MODIFIED IN ANY MANNER.** THIS TRANSFER CERTIFICATE IS NOT VALID WITHOUT WRITTEN CONSENT OF SBA.

<p>LICENSEE</p> <p>Signature: _____</p> <p>Name (printed): _____</p> <p>Title: _____</p>
<p>TRANSFEROR</p> <p>Signature: _____</p> <p>Name (printed): _____</p> <p>Title: _____</p>

TRANSFeree

Signature: _____

Name (printed): _____

Title: _____

TRANSFeree'S BACKUP FOR DUAL COMMITMENT

Signature: _____

Name (printed): _____

Title: _____

SBA Consents to the Transfer of the Limited Partnership Interest Described Above

By: _____

[AREA CHIEF]