

**(Ten-Year Current Pay Debenture)**

I.D. Control # \_\_\_\_\_

License No. \_\_\_\_\_

**EARLY STAGE CURRENT PAY DEBENTURE**

\$ \_\_\_\_\_ (“Principal Amount”)

\_\_\_\_\_ (“Maturity Date”) \_\_\_\_\_ (“Date of Issuance”)

\_\_\_\_\_ % (“Stated Interest Rate”) \_\_\_\_\_ % (“Annual Charge”)

**Issuer:** \_\_\_\_\_ (the “Company”)

\_\_\_\_\_  
(Street) (City) (State) (Zip)

**PART I: SPECIFIC TERMS RELATING TO PAYMENTS**

The Company, for value received, promises to pay the Principal Amount of this Early Stage Current Pay Debenture (“Debenture”) on the Business Day prior to the Maturity Date shown above, and to pay interest and the Annual Charge quarterly as set forth below to The Bank of New York Mellon, as Custodian (the “Custodian”) for the U.S. Small Business Administration (“SBA”) and the SBIC Funding Corporation (the “Funding Corporation”) and for the benefit of the Federal Home Loan Bank of Chicago (the “Bank”), pursuant to the Second Amended and Restated Discount Debenture Custody and Administration Agreement dated as of September 8, 2021, as amended from time to time (the “Custody Agreement”), among SBA, the Funding Corporation, the Bank, and the Custodian. Such payments are to be made at such location and time of day as SBA, as guarantor of this Debenture, may direct. For the period beginning on (and including) the Date of Issuance and continuing to (but excluding) the Maturity Date, interest and the Annual Charge will accrue on the Principal Amount of this Debenture. Such amounts are due and payable quarterly on the Business Day prior to each March 1, June 1, September 1, and December 1 (the “Payment Dates”). The interest rate per annum for such period is the Stated Interest Rate. The Annual Charge rate per annum for such period is the Annual Charge stated above. Interest on this Debenture and the Annual Charge will each be computed on the basis of a year consisting of twelve 30-day months, divided by 360. As used throughout this Debenture, “Business Day” means any day other than: (i) a Saturday or Sunday; (ii) a legal holiday in Washington, D.C.; and (iii) a day on which banking institutions in New York City or Chicago are authorized or obligated by law or executive order to be closed.

The Company may elect to prepay this Debenture, in whole and not in part and without premium, on any Payment Date, in the manner and at the price as next described. The prepayment price (the "Prepayment Price") shall be the amount specified for the Payment Date in question on the LMI Prepayment Schedule attached to the Discount Debenture Interest Rate and Fee Notice provided to you by the Bank in connection with the issuance of this Debenture (the "Interest Rate Notice"). The Interest Rate Notice, including the attachments thereto, is incorporated by reference in this Debenture.

To elect to prepay this Debenture, the Company must notify SBA of its election in writing by sending a Prepayment Notice, in the form attached to the Interest Rate Notice, to SBA no later than 10 Business Days before the date of prepayment, in accordance with the instructions on the Prepayment Notice. The Prepayment Price must be sent to SBA or such agent as SBA may direct, by wire payment in immediately available funds, not later than 2:00 p.m., New York City time, on the date of prepayment. Unless the Company is notified otherwise in writing by SBA, any Prepayment Price must be paid to the account maintained by the Custodian, entitled the LMI Clearing Account, Account No. 507-942450, and must include an identification of the Company by name and SBA-assigned license number, the I.D. Control number appearing on the face of this Debenture, and such other information as SBA or its agent may specify.

## **II: GENERAL TERMS**

This Debenture is issued by the Company and guaranteed by SBA, pursuant and subject to Section 303 of the Small Business Investment Act of 1958, as amended (the "Act") (15 U.S.C. Section 683). This Debenture is subject to all of the regulations promulgated under the Act, as amended from time to time, provided, however, that 13 C.F.R. Sections 107.1810 and 107.1830 through 107.1850 as in effect on the date of this Debenture are incorporated in this Debenture as if fully set forth. If this Debenture is accelerated, then the Company promises to pay an amount equal to the Principal Amount of this Debenture, plus interest and Annual Charge accrued and unpaid thereon to but excluding the next Payment Date following such acceleration.

This Debenture is deemed issued in the District of Columbia as of the day, month, and year first stated above. The terms and conditions of this Debenture must be construed in accordance with, and its validity and enforcement governed by, federal law.

The warranties, representations, or certification made to SBA on application of the Company for an SBA commitment related to this Debenture, and any documents submitted in connection with the issuance of this Debenture, are incorporated in this Debenture as if fully set forth.

Should any provision of this Debenture or any of the documents incorporated by reference in this Debenture be declared illegal or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect and this Debenture must be construed as if such provisions were not contained in this Debenture.

All notices to the Company which are required or may be given under this Debenture shall be sufficient in all respects if sent to the above-noted address of the Company. For the purposes of this Debenture, the Company may change this address only upon written approval of SBA.

Execution of this Debenture by the Company's general partner shall not subject the Company's general partner to liability, as such, for the payment of any part of the debt evidenced by this Debenture.

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**COMPANY ORGANIZED AS LIMITED PARTNERSHIP (LIMITED LIABILITY COMPANY GENERAL PARTNER)**

IN WITNESS WHEREOF, the Company's general partner has caused this Debenture to be signed by its duly authorized representative as of the date of issuance stated above.

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
By: (Name of LLC General Partner)

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Execution of this Debenture by the Company's general partner shall not subject the Company's general partner to liability, as such, for the payment of any part of the debt evidenced by this Debenture.

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**COMPANY ORGANIZED AS LIMITED PARTNERSHIP (LIMITED PARTNERSHIP GENERAL PARTNER)**

IN WITNESS WHEREOF, the Company's general partner has caused this Debenture to be signed by its duly authorized representative as of the date of issuance stated above.

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
By: (Name of Limited Partnership General Partner)

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_