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UNITED STATES SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

**Form 10-K**

(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES  
EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2006

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES  
EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number 001-33130

**Triangle Capital Corporation**

*(Exact name of registrant as specified in its charter)*

**Maryland**

*(State or other jurisdiction of  
incorporation or organization)*

**06-1798488**

*(I.R.S. Employer  
Identification No.)*

**3600 Glenwood Avenue, Suite 104  
Raleigh, North Carolina**

*(Address and zip code of principal executive offices)*

**27612**

*(Zip Code)*

Registrant's telephone number, including area code: **(919) 719-4770**

**Securities registered pursuant to Section 12(b) of the Act:**

**Title of Each Class**  
Common Stock, par value \$0.001 per share

**Name of Each Exchange on Which Registered**  
The NASDAQ Stock Market LLC

**Securities registered pursuant to Section 12(g) of the Act: None**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act.

Large accelerated filer  Accelerated filer  Non-accelerated filer

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

The registrant's common stock was not publicly traded on the last business day of the registrant's most recently completed second fiscal quarter.

The number of shares outstanding of the registrant's Common Stock on March 22, 2007 was 6,686,760.

**DOCUMENTS INCORPORATED BY REFERENCE**  
**NONE**

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**For the Fiscal Year Ended December 31, 2006**

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## FORWARD-LOOKING STATEMENTS

*This Annual Report contains forward-looking statements which are subject to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Statements that are not historical are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Some of the statements in this Annual Report constitute forward-looking statements because they relate to future events or our future performance or financial condition. Forward-looking statements may include, among other things, statements as to our future operating results, our business prospects and the prospects of our portfolio companies, the impact of the investments that we expect to make, the ability of our portfolio companies to achieve their objectives, our expected financings and investments, the adequacy of our cash resources and working capital, and the timing of cash flows, if any, from the operations of our portfolio companies. Words such as “expect,” “anticipate,” “target,” “goals,” “project,” “intend,” “plan,” “believe,” “seek,” “estimate,” “continue,” “forecast,” “may,” “should,” “potential,” variations of such words, and similar expressions indicate a forward-looking statement, although not all forward-looking statements include these words. Readers are cautioned that the forward-looking statements contained in this Annual Report are only predictions, are not guarantees of future performance, and are subject to risks, events, uncertainties and assumptions that are difficult to predict. Our actual results could differ materially from those implied or expressed in the forward-looking statements for any reason, including the factors discussed in Item 1A entitled “Risk Factors” in Part I of this Annual Report and elsewhere in this Annual Report. Other factors that could cause actual results to differ materially include changes in the economy, risks associated with possible disruption due to terrorism in our operations or the economy generally, and future changes in laws or regulations and conditions in our operating areas. These statements are based on our current expectations, estimates, forecasts, information and projections about the industry in which we operate and the beliefs and assumptions of our management as of the date of this Annual Report. We assume no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, unless we are required to do so by law. Although we undertake no obligation to revise or update any forward-looking statements, whether as a result of new information, future events or otherwise, you are advised to consult any additional disclosures that we may make directly to you or through reports that we in the future may file with the SEC, including annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K.*

## PART I

### Item 1. *Business.*

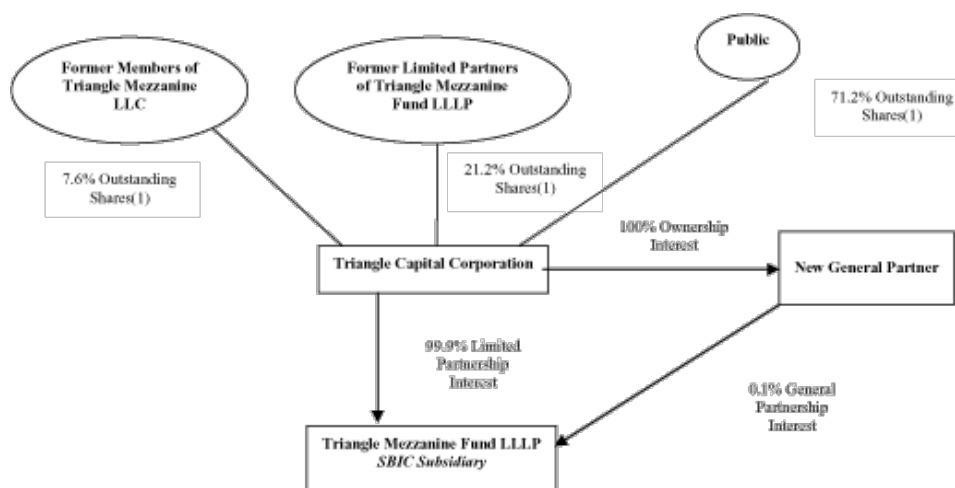
#### Formation of Our Company

We are a recently organized Maryland corporation, formed on October 10, 2006, for the purposes of acquiring 100% of the equity interests in Triangle Mezzanine Fund LLLP (the “Existing Fund”) and its general partner, Triangle Mezzanine LLC (“TML”), raising capital in our initial public offering, which was completed in February 2007 (the “Offering”) and thereafter operating as an internally managed business development company (“BDC”) under the Investment Company Act of 1940 (the “1940 Act”). Unless otherwise noted, the terms “we,” “us,” “our” and “Triangle” refer to the Existing Fund prior to the Offering and to Triangle Capital Corporation and its subsidiaries, including the Existing Fund, after the Offering. At the time of closing of the Offering, we consummated the following formation transactions (“Formation Transactions”):

- We acquired 100% of the limited partnership interests in the Existing Fund, which became our wholly owned subsidiary, retained its license by the United States Small Business Administration (the “SBA”) to operate as a small business investment company (an “SBIC”), continued to hold its existing investments and will make new investments with the net proceeds of the Offering.
- We acquired 100% of the equity interests in TML, the general partner of the Existing Fund.

The Offering consisted of the sale of 4,770,000 shares of our common stock at a price of \$15.00 per share, resulting in net proceeds to us of approximately \$65.2 million after deducting offering costs. As a result of the Offering and the Formation Transactions described above, we and the Existing Fund are closed-end, non-diversified investment companies that have elected to be treated as BDCs under the 1940 Act.

The following chart reflects graphically our organizational structure after the Offering and consummation of the Formation Transactions:



(1) Based on 6,686,760 shares of common stock outstanding.

Our headquarters are in Raleigh, North Carolina, and our Internet address is [www.tcap.com](http://www.tcap.com). We are not including the information contained on our website as a part of, or incorporating it by reference into, this Annual Report on Form 10-K. We make available free of charge through our website our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and amendments to these reports, as soon as reasonably practicable after we electronically file such material with, or furnish such material to, the Securities and Exchange Commission. Copies of this Annual Report and other reports are available without charge upon written request to us.

#### Overview of our Business

We are a specialty finance company that provides customized financing solutions to lower middle market companies located throughout the United States, with an emphasis on the Southeast. We define lower middle market companies as those having revenues between \$10.0 and \$100.0 million. Our investment objective is to seek attractive returns by generating current income from our debt investments and capital appreciation from our equity related investments. Our investment philosophy is to partner with business owners, management teams and financial sponsors to provide flexible financing solutions to fund growth, changes of control, or other corporate events. We invest primarily in senior subordinated debt securities secured by second lien security interests in portfolio company assets, coupled with equity interests.

We focus on investments in companies with a history of generating revenues and positive cash flows, an established market position and a proven management team with a strong operating discipline. Our target portfolio company has annual revenues between \$20.0 and \$75.0 million and earnings before interest, taxes, depreciation and amortization (“EBITDA”) between \$2.0 and \$10.0 million. We believe that these companies have less access to capital and that the market for such capital is underserved relative to larger companies. Companies of this size are generally privately held and are less well known to traditional capital sources such as commercial and investment banks.

Historically, our investments generally have ranged from \$2.0 to \$4.0 million due to certain investment limitations imposed by the SBA. In certain situations, we have partnered with other funds to provide larger financing commitments. With the additional capital from our recently completed Offering, we intend to increase our financing commitments to between \$5.0 and \$15.0 million per portfolio company. We are continuing to operate the Existing Fund as an SBIC and to utilize the proceeds of the sale of SBA-guaranteed debentures, referred to herein as SBA leverage, to enhance returns to our stockholders. As of December 31, 2006, we had investments in 19 portfolio companies, with an aggregate cost of \$52.7 million.

## Our Business Strategy

We seek attractive returns by generating current income from our debt investments and capital appreciation from our equity related investments by:

- **Focusing on Underserved Markets.** We believe that broad-based consolidation in the financial services industry coupled with operating margin and growth pressures have caused financial institutions to de-emphasize services to lower middle market companies in favor of larger corporate clients and capital market transactions. We believe these dynamics have resulted in the financing market for lower middle market companies to be underserved, providing us with greater investment opportunities.
- **Providing Customized Financing Solutions.** We offer a variety of financing structures and have the flexibility to structure our investments to meet the needs of our portfolio companies. Typically we invest in senior subordinated debt securities, coupled with equity interests. We believe our ability to customize financing arrangements makes us an attractive partner to lower middle market companies.
- **Leveraging the Experience of Our Management Team.** Our senior management team has more than 100 years of combined experience advising, investing in, lending to and operating companies across changing market cycles. The members of our management team have diverse investment backgrounds, with prior experience at investment banks, specialty finance companies, commercial banks, and privately and publicly held companies in the capacity of executive officers. We believe this diverse experience provides us with an in depth understanding of the strategic, financial and operational challenges and opportunities of lower middle market companies. We believe this understanding allows us to select and structure better investments and to efficiently monitor and provide managerial assistance to our portfolio companies.
- **Applying Rigorous Underwriting Policies and Active Portfolio Management.** Our senior management team has implemented rigorous underwriting policies that are followed in each transaction. These policies include a thorough analysis of each potential portfolio company's competitive position, financial performance, management team operating discipline, growth potential and industry attractiveness, allowing us to better assess the company's prospects. After investing in a company, we monitor the investment closely, typically receiving monthly, quarterly and annual financial statements. We analyze and discuss in detail the company's financial performance with management in addition to attending regular board of directors meetings. We believe that our initial and ongoing portfolio review process allows us to monitor effectively the performance and prospects of our portfolio companies.
- **Taking Advantage of Low Cost Debentures Guaranteed by the SBA.** Our license to do business as an SBIC allows us to issue fixed-rate, low interest debentures which are guaranteed by the SBA and sold in the capital markets, potentially allowing us to increase our net interest income beyond the levels achievable by other BDCs utilizing traditional leverage.
- **Maintaining Portfolio Diversification.** While we focus our investments in lower middle market companies, we seek to diversify across various industries. We monitor our investment portfolio to ensure we have acceptable diversification, using industry and market metrics as key indicators. By monitoring our investment portfolio for diversification we seek to reduce the effects of economic downturns associated with any particular industry or market sector. However, we may from time to time hold securities of a single portfolio company that comprise more than 5.0% of our total assets and/or more than 10.0% of the outstanding voting securities of the portfolio company. For that reason, we are classified as a non-diversified management investment company under the 1940 Act.
- **Utilizing Long-Standing Relationships to Source Deals.** Our senior management team maintains extensive relationships with entrepreneurs, financial sponsors, attorneys, accountants, investment bankers, commercial bankers and other non-bank providers of capital who refer prospective portfolio companies to us. These relationships historically have generated significant investment opportunities. We believe that our network of relationships will continue to produce attractive investment opportunities.

## Investments

### *Debt Investments*

We tailor the terms of our debt investments to the facts and circumstances of each transaction and prospective portfolio company, negotiating a structure that seeks to protect our rights and manage our risk while creating incentives for the portfolio company to achieve its business plan. To that end, we typically seek board observation rights with each of our portfolio companies and offer managerial assistance. We also seek to limit the downside risks of our investments by negotiating covenants that are designed to protect our investments while affording our portfolio companies as much flexibility in managing their businesses as possible. Such restrictions may include affirmative and negative covenants, default penalties, lien protection, change of control provisions and put rights. We typically add a prepayment penalty structure to enhance our total return on our investments.

We typically invest in senior subordinated notes. Senior subordinated notes are junior to senior secured debt but senior to other series of subordinated notes. Our subordinated debt investments generally have terms of 3 to 6 years and provide for fixed interest rates between 11.0% and 13.0% per annum. Our subordinated note investments generally are secured by a second priority security interest in the assets of the borrower. Our subordinated debt investments generally include an equity component, such as warrants to purchase common stock in the portfolio company. In addition, certain loan investments may have a form of interest that is not paid currently but is accrued and added to the loan balance and paid at the end of the term, referred to as payment in kind, or PIK interest. In our negotiations with potential portfolio companies, we now generally seek to minimize PIK interest as we have to pay out such accrued interest as dividends to our stockholders, and we may have to borrow money or raise additional capital in order to meet the requirement of having to pay out at least 90.0% of our income to continue to qualify as a Regulated Investment Company, or RIC, for federal tax purposes. At December 31, 2006, the weighted average yield on all of our outstanding debt investments was approximately 13.3% and the weighted average yield, not including PIK interest, was 11.4%.

### *Equity Investments*

When we provide financing, we may acquire equity interests in the portfolio company. We generally seek to structure our equity investments as non-control investments to provide us with minority rights and event-driven or time-driven puts. We also seek to obtain registration rights in connection with these investments, which may include demand and "piggyback" registration rights, board observation rights and put rights. Our investments have in the past and may in the future contain a synthetic equity position pursuant to a formula typically setting forth royalty rights we may exercise in accordance with such formula.

### **Investment Criteria**

We utilize the following criteria and guidelines in evaluating investment opportunities. However, not all of these criteria and guidelines have been, or will be, met in connection with each of our investments.

- ***Established Companies With Positive Cash Flow.*** We seek to invest in established companies with a history of generating revenues and positive cash flows. We typically focus on companies with a history of profitability and minimum trailing twelve month EBITDA of \$2.0 million. We do not invest in start-up companies, distressed situations, "turn-around" situations or companies that we believe have unproven business plans.
- ***Experienced Management Teams With Meaningful Equity Ownership.*** Based on our prior investment experience, we believe that a management team with significant experience with a portfolio company or relevant industry experience and meaningful equity ownership is more committed to a portfolio company. We believe a management team with these attributes is more likely to manage the portfolio company in a manner that protects our debt investment and enhances the value of our equity investment.
- ***Strong Competitive Position.*** We seek to invest in companies that have developed strong positions within their respective markets, are well positioned to capitalize on growth opportunities and compete in industries with barriers to entry. We also seek to invest in companies that exhibit a competitive advantage, which may help to protect their market position and profitability.
- ***Diversified Customer and Supplier Base.*** We prefer to invest in companies that have a diversified customer and supplier base. Companies with a diversified customer and supplier base are generally better able to endure economic downturns, industry consolidation and shifting customer preferences.

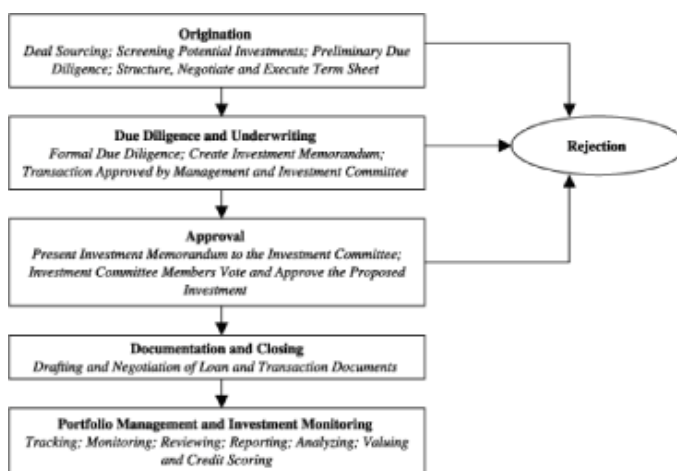
- **Significant Invested Capital.** We believe the existence of significant underlying equity value provides important support to investments. We will look for portfolio companies that we believe have sufficient value beyond the layer of the capital structure in which we invest.

### Investment Process

Our investment committee is responsible for all aspects of our investment process. The members of our investment committee are Messrs. Garland S. Tucker III, Brent P.W. Burgess, Steven C. Lilly, Tarlton H. Long, and David F. Parker. Our investment committee meets once a week but also meets on an as needed basis depending on transaction volume. Our investment committee has organized our investment process into five distinct stages:

- Origination
- Due Diligence and Underwriting
- Approval
- Documentation and Closing
- Portfolio Management and Investment Monitoring

Our investment process is summarized in the following chart:



### Origination

The origination process for our investments includes sourcing, screening, preliminary due diligence, transaction structuring, and negotiation. Our origination process ultimately leads to the issuance of a non-binding term sheet. Investment origination is conducted by our seven investment professionals who are responsible for sourcing potential investment opportunities. Our investment professionals utilize their extensive relationships with various financial sponsors, entrepreneurs, attorneys, accountants, investment bankers and other non-bank providers of capital to source transactions with prospective portfolio companies.

If a transaction meets our investment criteria, we perform preliminary due diligence, taking into consideration some or all of the following factors:

- A comprehensive financial model that we prepare based on quantitative analysis of historical financial performance, financial projections and pro forma financial ratios assuming investment;
- Competitive landscape surrounding the potential investment;
- Strengths and weaknesses of the potential investment’s business strategy and industry;

- Results of a broad qualitative analysis of the company's products or services, market position, market dynamics and customers and suppliers; and
- Potential investment structures, certain financing ratios and investment pricing terms.

If the results of our preliminary due diligence are satisfactory, the origination team prepares a Summary Transaction Memorandum which is presented to our investment committee. If our investment committee recommends moving forward, we issue a non-binding term sheet to the potential portfolio company. Upon execution of a term sheet, we begin our formal due diligence and underwriting process as we move toward investment approval.

### ***Due Diligence and Underwriting***

Our due diligence on a prospective investment is completed by a minimum of two investment professionals, which we define as the underwriting team. The members of the underwriting team work together to conduct due diligence and to understand the relationships among the prospective portfolio company's business plan, operations and financial performance through various methods, including, among others, on-site visits with management, in-depth review of projected financial data, interviews with customers and suppliers, management background checks, third-party accounting reports and review of any material contracts..

In most circumstances, we utilize outside experts to review the legal affairs, accounting systems and results, and, where appropriate, we engage specialists to investigate issues like environmental matters and general industry outlooks. During the underwriting process, significant attention is given to sensitivity analyses and how companies might be expected to perform in a protracted "downside" operating environment. In addition, we analyze key financing ratios and other industry metrics, including total debt to EBITDA, EBITDA to fixed charges, EBITDA to total interest expense, total debt to total capitalization and total senior debt to total capitalization.

Upon completion of a satisfactory due diligence review and as part of our evaluation of a proposed investment, the underwriting team prepares an Investment Memorandum for presentation to our investment committee. The Investment Memorandum includes information about the potential portfolio company such as its history, business strategy, potential strengths and risks involved, analysis of key customers and suppliers, working capital analysis, third party consultant findings, expected returns on investment structure, anticipated sources of repayment and exit strategies, analysis of historical financials, and potential capitalization and ownership.

### ***Approval***

The underwriting team for the proposed investment presents the Investment Memorandum to our investment committee for consideration and approval. After reviewing the Investment Memorandum, members of the investment committee may request additional due diligence or modify the proposed financing structure or terms of the proposed investment. Before we proceed with any investment, the investment committee must approve the proposed investment at a meeting at which all committee members are present. Upon receipt of transaction approval, the involved investment professionals proceed to document and, upon satisfaction of applicable closing conditions, fund the investment.

### ***Documentation and Closing***

The underwriting team is responsible for leading the negotiation of all documentation related to investment closings. We also rely on law firms with whom we have worked on multiple transactions to help us complete the necessary documentation associated with transaction closings. If a transaction changes materially from what was originally approved by the investment committee, the underwriting team requests a formal meeting of the investment committee to communicate the contemplated changes. The investment committee has the right to approve the amended transaction structure, to suggest alternative structures or not to approve the contemplated changes.

### ***Portfolio Management and Investment Monitoring***

Our investment professionals generally employ several methods of evaluating and monitoring the performance of our portfolio companies, which, depending on the particular investment, may include the following specific processes, procedures and reports:

- Monthly and quarterly review of actual financial performance versus the corresponding period of the prior year and financial projections;
- Monthly and quarterly monitoring of all financial and other covenants;



- Review of senior lender loan compliance certificates, where applicable;
- Quarterly review of operating results, and general business performance, including the preparation of a portfolio monitoring report which is distributed to members of our investment committee;
- Periodic face-to-face meetings with management teams and financial sponsors of portfolio companies;
- Attendance at portfolio company board meetings through board seats or observation rights; and
- Application of our investment rating system to each investment.

In the event that our investment committee determines that an investment is underperforming, or circumstances suggest that the risk associated with a particular investment has significantly increased, we undertake more aggressive monitoring of the affected portfolio company. The frequency of our monitoring of an investment is determined by a number of factors, including, but not limited to, the trends in the financial performance of the portfolio company, the investment structure and the type of collateral securing our investment, if any.

### ***Investment Rating System***

We monitor a wide variety of key credit statistics that provide information regarding our portfolio companies to help us assess credit quality and portfolio performance. We generally require our portfolio companies to provide annual audits in addition to monthly and quarterly unaudited financial statements. Using these statements, we calculate and evaluate certain financing ratios. For purposes of analyzing the financial performance of our portfolio companies, we may make certain adjustments to their financial statements to reflect the pro forma results of a company consistent with a change of control transaction, to reflect anticipated cost savings resulting from a merger or restructuring, costs related to new product development, compensation to previous owners, and other acquisition or restructuring related items.

As part of our valuation procedures we risk rate all of our investments in debt securities. Our investment rating system uses a scale of 0 to 10, with 10 being the lowest probability of default and principal loss. This system is used to estimate the probability of default on our debt securities and the probability of loss if there is a default. The system is also used to assist us in estimating the fair value of equity related securities. These types of systems are referred to as risk rating systems and are used by banks and rating agencies. Our risk rating system covers both qualitative and quantitative aspects of the business and the securities we hold.

In connection with the monitoring of our portfolio companies, each investment we hold is rated based upon the following ten-level numeric investment rating system:

| <b>Investment<br/>Rating</b> | <b>Description</b>  |
|------------------------------|---|
| 10                           | Investment is performing above original expectations and possibly 30.0% or more above original projections provided by the portfolio company. Investment has been positively influenced by an unforeseen external event. Full return of principal and interest is expected. Capital gain is expected.                       |
| 9                            | Investment is performing above original expectations and possibly 30.0% or more above original projections provided by the portfolio company. Investment may have been or is soon to be positively influenced by an unforeseen external event. Full return of principal and interest is expected. Capital gain is expected. |
| 8                            | Investment is performing above original expectations and possibly 21.0% to 30.0% above original projections provided by the portfolio company. Full return of principal and interest is expected. Capital gain is expected.   |
| 7                            | Investment is performing above original expectations and possibly 11.0% to 21.0% above original projections provided by the portfolio company. Full return of principal and interest is expected. Depending on age of transaction, potential for capital gain exists.   |
| 6                            | Investment is performing above original expectations and possibly 5.0% to 11.0% above original projections provided by the portfolio company. Full return of principal and interest is expected. Depending on age of transaction, potential for capital gain exists.  |
| 5                            | Investment is performing in line with expectations. Full return of principal and interest is expected. Depending on age of transaction, potential for nominal capital gain may be expected.   |
| 4                            | Investment is performing below expectations, but no covenant defaults have occurred. Full return of principal and interest is expected. Little to no capital gain is expected.  |
| 3                            | Investment is in default of transaction covenants but interest payments are current. No loss of principal is expected.  |
| 2                            | Investment is in default of transaction covenants and interest payments are not current. A principal loss of between 1.0% and 33.0% is expected.  |
| 1                            | Investment is in default of transaction covenants and interest (and possibly principal) payments are not current. A principal loss of between 34.0% and 67.0% is expected.  |
| 0                            | Investment is in default and a principal loss of between 68.0% and 100.0% is expected.  |

### ***Valuation Process and Determination of Net Asset Value***

We will determine the net asset value per share of our common stock on a quarterly basis. The net asset value per share is equal to the value of our total assets minus liabilities and any preferred stock outstanding divided by the total number of shares of common stock outstanding.

Securities that are publicly traded, if any, are valued at the closing price of the exchange or securities market on which they are listed on the valuation date. Securities which are not traded on a public exchange or securities market, but for which a limited market exists, such as participations in syndicated loans, are valued at the indicative bid price offered by the syndication agent on the valuation date. Debt and equity securities that are not publicly traded, for which a limited market does not exist, or for which we have various degrees of trading restrictions are valued at fair value as determined in good faith by our board of directors. We have engaged Duff & Phelps, LLC, an independent valuation firm, to assist us in our valuation process by reviewing a selection of portfolio company valuations prepared by management.

Determination of the fair value involves subjective judgments and estimates not susceptible to substantiation by auditing procedures. Accordingly, under current auditing standards, the notes to our financial statements will refer to the uncertainty with respect to the possible effect of such valuations, and any change in such valuations, on our financial statements. In addition, the SBA has established certain valuation guidelines for SBICs to follow when valuing portfolio investments.

In making the good faith determination of the value of these securities, we start with the cost basis of the security, which includes the amortized original issue discount, and PIK interest, if any. We prepare the valuations of our investments in portfolio companies using the most recent portfolio company financial statements and forecasts. We also consult with members of the senior management team of each portfolio company to obtain further updates on the portfolio company's performance, including information such as industry trends, new product development, and other operational issues. Due to the uncertainty inherent in the valuation process, such estimates of fair value may differ significantly from the values that would have been obtained had a ready market for the securities existed, and the differences could be material. Additionally, changes in the market environment and other events that may occur over the life of the investments may cause the gains or losses ultimately realized on these investments to be different than the valuations currently assigned.

For debt securities that are not publicly traded or for which there is no market, we begin with our investment rating of the security as described under "Investment Rating System." Using this investment rating, we seek to determine the value of the security as if we intended to sell the security in a current sale. The factors that may be taken into account in fairly valuing such security include, as relevant, the portfolio company's ability to make payments, its estimated earnings and projected discounted cash flows, the nature and realizable value of any collateral, the financial environment in which the portfolio company operates, comparisons to securities of similar publicly traded companies, statistical ratios compared to lending standards and to other similar securities and other relevant factors.

For convertible debt, equity, success fees or other equity-like securities, that are not publicly traded or for which there is no market, we use the same information we would use for a debt security valuation described above, except risk-rating, as well as standard valuation techniques used by major valuation firms to value the equity securities of private companies. These valuation techniques consist of discounted cash flow of the expected sale price in the future, valuation of the securities based on recent sales in comparable transactions, and a review of similar companies that are publicly traded and the market multiple of their equity securities.

As part of the fair valuation process, the audit committee reviews the preliminary evaluations prepared by the independent valuation firm engaged by the board of directors, as well as management's valuation recommendations. Management and the independent valuation firm respond to the preliminary evaluation to reflect comments provided by the audit committee. The audit committee reviews the final valuation report and management's valuation recommendations and makes a recommendation to the board of directors based on its analysis of the methodologies employed and the various weights that should be accorded to each portion of the valuation as well as factors that the independent valuation firm and management may not have included in their evaluation processes. The board of directors then evaluates the audit committee recommendations and undertakes a similar analysis to determine the fair value of each investment in the portfolio in good faith.

Due to the inherent uncertainty of determining the fair value of investments that do not have a readily available market value, the fair value of our investments may differ significantly from the values that would have been used had a ready market existed for such investments, and the differences could be material. For a discussion of the risks inherent in determining the value of securities for which readily available market values do not exist, see "Risk Factors — There may be uncertainty as to the value of our portfolio investments."

## **Managerial Assistance**

As a business development company, we offer, and must provide upon request, managerial assistance to certain of our portfolio companies. This assistance typically involves, among other things, monitoring the operations of our portfolio companies, participating in board and management meetings, consulting with and advising officers of portfolio companies and providing other organizational and financial guidance. Our senior management team, consisting of Messrs. Tucker, Burgess, Lilly, Long and Parker, provides such services. We believe, based on our management team's combined experience at investment banks, specialty finance companies, and commercial banks, we offer this assistance effectively. We may receive fees for these services.

## **Competition**

We compete for investments with a number of business development companies and investment funds (including private equity funds, mezzanine funds and other SBICs), as well as traditional financial services companies such as commercial banks and other sources of financing. Many of these entities have greater financial and managerial resources than we do. We believe we compete with these entities primarily on the basis of our willingness to make smaller investments, the experience and contacts of our management team, our responsive and efficient investment analysis and decision-making processes, our comprehensive suite of customized financing solutions and the investment terms we offer.

We believe that some of our competitors make senior secured loans, junior secured loans and subordinated debt investments with interest rates that are comparable to or lower than the rates we offer. Therefore, we do not seek to compete primarily on the interest rates we offer to potential portfolio companies.

Our competitors also do not always require equity components in their investments. For additional information concerning the competitive risks we face, see "Risk Factors — We operate in a highly competitive market for investment opportunities."

## **Brokerage Allocation and Other Practices**

Since we generally acquire and dispose of our investments in privately negotiated transactions, we infrequently use brokers in the normal course of our business. Our management team is primarily responsible for the execution of the publicly traded securities portion of our portfolio transactions and the allocation of brokerage commissions. We do not expect to execute transactions through any particular broker or dealer, but will seek to obtain the best net results for us, taking into account such factors as price (including the applicable brokerage commission or dealer spread), size of order, difficulty of execution, and operational facilities of the firm and the firm's risk and skill in positioning blocks of securities. While we will generally seek reasonably competitive trade execution costs, we will not necessarily pay the lowest spread or commission available. Subject to applicable legal requirements, we may select a broker based partly upon brokerage or research services provided to us. In return for such services, we may pay a higher commission than other brokers would charge if we determine in good faith that such commission is reasonable in relation to the services provided. We did not pay any brokerage commissions during the year ended December 31, 2006.

## **Employees**

At December 31, 2006, we employed seven individuals, including investment and portfolio management professionals, operations professionals and administrative staff. We have since December 31, 2006 hired one additional professional with investment banking experience as a managing director, as well as one additional professional as our corporate controller. We expect to expand our management team and administrative staff in the future in proportion to our growth.

## **Election to be Regulated as a Business Development Company and Regulated Investment Company**

In connection with the Offering, both we and the Existing Fund filed elections to be regulated as business development companies under the 1940 Act. In addition, we intend to elect to be treated as a RIC under Subchapter M of the Internal Revenue Code of 1986, as amended (the "Code"). Our election to be regulated as a business development company and our election to be treated as a RIC will have a significant impact on our future operations. Some of the most important effects on our future operations of our election to be regulated as a business development company and our election to be treated as a RIC are outlined below.

- **We report our investments at market value or fair value with changes in value reported through our statement of operations.**

In accordance with the requirements of Article 6 of Regulation S-X, we report all of our investments, including

debt investments, at market value or, for investments that do not have a readily available market value, at their “fair value” as determined by our board of directors. Changes in these values are reported through our statement of operations under the caption of “net unrealized appreciation (depreciation) of investments.” See “Valuation Process and Determination of Net Asset Value” above.

- **We generally will be required to pay income taxes only on the portion of our taxable income we do not distribute to stockholders (actually or constructively).**

We intend to elect to be treated as a RIC under Subchapter M of the Code, effective as of December 31, 2006. As a RIC, so long as we meet certain minimum distribution, source-of-income and asset diversification requirements, we generally are required to pay income taxes only on the portion of our taxable income and gains we do not distribute (actually or constructively) and certain built-in gains. Any capital gains we recognized prior to the effective date of our election to be taxed as a RIC will, when distributed to our shareholders, be taxed as ordinary income and not as capital gains, as would have been the case had we been taxed as a RIC as of the date of the Offering. However, such distribution may qualify for taxation at reduced rates applicable to qualifying dividend income.

- **Our ability to use leverage as a means of financing our portfolio of investments will be limited.**

As a business development company, we are required to meet a coverage ratio of total assets to total senior securities of at least 200.0%. For this purpose, senior securities include all borrowings and any preferred stock we may issue in the future. Additionally, our ability to continue to utilize leverage as a means of financing our portfolio of investments will be limited by this asset coverage test.

- **We intend to distribute substantially all of our income to our stockholders.**

As a RIC, we intend to distribute to our stockholders substantially all of our income, except for certain net long-term capital gains. We intend to make deemed distributions to our stockholders of any retained net long-term capital gains. If this happens, our shareholders will be treated as if they received an actual distribution of the capital gains and reinvested the net after-tax proceeds in us. Our shareholders also may be eligible to claim a tax credit (or, in certain circumstances, a tax refund) equal to their allocable share of the tax we pay on the deemed distribution. See “Material U.S. Federal Income Tax Considerations.”

### ***Exemptive Relief***

On January 3, 2007, in connection with the Offering and our election to be regulated as a BDC, we filed a request with the SEC for exemptive relief to allow us to take certain actions that would otherwise be prohibited by the 1940 Act, as applicable to BDCs. In addition, we have requested that the SEC allow us to exclude any indebtedness guaranteed by the SBA and issued by the Existing Fund from the 200.0% asset coverage requirements applicable to us. While the SEC has granted exemptive relief in substantially similar circumstances in the past, no assurance can be given that an exemptive order will be granted.

### **Regulation of Business Development Companies**

The following is a general summary of the material regulatory provisions affecting business development companies generally. It does not purport to be a complete description of all of the laws and regulations affecting business development companies.

Both we and the Existing Fund have elected to be regulated as business development companies under the 1940 Act. The 1940 Act contains prohibitions and restrictions relating to transactions between business development companies and their affiliates, principal underwriters and affiliates of those affiliates or underwriters. The 1940 Act requires that a majority of the directors be persons other than “interested persons,” as that term is defined in the 1940 Act. In addition, the 1940 Act provides that we may not change the nature of our business so as to cease to be, or to withdraw our election as, a business development company unless approved by a majority of our outstanding voting securities.

The 1940 Act defines “a majority of the outstanding voting securities” as the lesser of (i) 67.0% or more of the voting securities present at a meeting if the holders of more than 50.0% of our outstanding voting securities are present or represented by proxy, or (ii) 50.0% of our voting securities.

### ***Qualifying Assets***

Under the 1940 Act, a business development company may not acquire any asset other than assets of the type listed in Section 55(a) of the 1940 Act, which are referred to as qualifying assets, unless, at the time the acquisition is made, qualifying assets represent at least 70.0% of the company's total assets. The principal categories of qualifying assets relevant to our business are any of the following:

(1) Securities purchased in transactions not involving any public offering from the issuer of such securities, which issuer (subject to certain limited exceptions) is an eligible portfolio company, or from any person who is, or has been during the preceding 13 months, an affiliated person of an eligible portfolio company, or from any other person, subject to such rules as may be prescribed by the SEC. An eligible portfolio company is defined in the 1940 Act as any issuer which:

(a) is organized under the laws of, and has its principal place of business in, the United States;

(b) is not an investment company (other than a small business investment company wholly owned by the business development company) or a company that would be an investment company but for certain exclusions under the 1940 Act; and

(c) satisfies any of the following:

(i) does not have any class of securities that is traded on a national securities exchange;

(ii) is controlled by a business development company or a group of companies including a business development company and the business development company has an affiliated person who is a director of the eligible portfolio company; or

(iii) is a small and solvent company having total assets of not more than \$4.0 million and capital and surplus of not less than \$2.0 million.

(2) Securities of any eligible portfolio company that we control.

(3) Securities purchased in a private transaction from a U.S. issuer that is not an investment company or from an affiliated person of the issuer, or in transactions incident thereto, if the issuer is in bankruptcy and subject to reorganization or if the issuer, immediately prior to the purchase of its securities was unable to meet its obligations as they came due without material assistance other than conventional lending or financing arrangements.

(4) Securities of an eligible portfolio company purchased from any person in a private transaction if there is no ready market for such securities and we already own 60.0% of the outstanding equity of the eligible portfolio company.

(5) Securities received in exchange for or distributed on or with respect to securities described in (1) through (4) above, or pursuant to the exercise of warrants or rights relating to such securities.

(6) Cash, cash equivalents, U.S. government securities or high-quality debt securities maturing in one year or less from the time of investment.

In addition, a business development company must have been organized and have its principal place of business in the United States and must be operated for the purpose of making investments in the types of securities described in (1), (2) or (3) above.

### ***Managerial Assistance to Portfolio Companies***

In order to count portfolio securities as qualifying assets for the purpose of the 70.0% test, we must either control the issuer of the securities or must offer to make available to the issuer of the securities (other than small and solvent companies described above) significant managerial assistance; except that, where we purchase such securities in conjunction with one or more other persons acting together, one of the other persons in the group may make available such managerial assistance. Making available managerial assistance means, among other things, any arrangement whereby the business development company, through its directors, officers or employees, offers to provide, and, if accepted, does so provide, significant guidance and counsel concerning the management, operations or business objectives and policies of a portfolio company.

### ***Temporary Investments***

Pending investment in other types of “qualifying assets,” as described above, our investments may consist of cash, cash equivalents, U.S. government securities or high-quality debt securities maturing in one year or less from the time of investment, which we refer to, collectively, as temporary investments, so that 70.0% of our assets are qualifying assets. Typically, we will invest in U.S. Treasury bills or in repurchase agreements, provided that such agreements are fully collateralized by cash or securities issued by the U.S. Government or its agencies. A repurchase agreement involves the purchase by an investor, such as us, of a specified security and the simultaneous agreement by the seller to repurchase it at an agreed-upon future date and at a price that is greater than the purchase price by an amount that reflects an agreed-upon interest rate. There is no percentage restriction on the proportion of our assets that may be invested in such repurchase agreements. However, if more than 25.0% of our total assets constitute repurchase agreements from a single counterparty, we would not meet the Diversification Tests in order to qualify as a RIC for federal income tax purposes. Thus, we do not intend to enter into repurchase agreements with a single counterparty in excess of this limit. Our management team will monitor the creditworthiness of the counterparties with which we enter into repurchase agreement transactions.

### ***Senior Securities***

We are permitted, under specified conditions, to issue multiple classes of debt and one class of stock senior to our common stock if our asset coverage, as defined in the 1940 Act, is at least equal to 200.0% immediately after each such issuance. In addition, while any senior securities remain outstanding, we must make provisions to prohibit any distribution to our stockholders or the repurchase of such securities or shares unless we meet the applicable asset coverage ratios at the time of the distribution or repurchase. We may also borrow amounts up to 5.0% of the value of our total assets for temporary or emergency purposes without regard to asset coverage. For a discussion of the risks associated with leverage, see “Risk Factors — Risks Relating to Our Business and Structure — Regulations governing our operation as a business development company will affect our ability to, and the way in which we, raise additional capital.”

### ***Code of Ethics***

We have adopted a code of ethics pursuant to Rule 17j-1 under the 1940 Act that establishes procedures for personal investments and restricts certain personal securities transactions. Personnel subject to the code may invest in securities for their personal investment accounts, including securities that may be purchased or held by us, so long as such investments are made in accordance with the code’s requirements. For information on how to obtain a copy of the code of ethics, see “Available Information.”

### ***Proxy Voting Policies and Procedures***

We vote proxies relating to our portfolio securities in the best interest of our stockholders. We review on a case-by-case basis each proposal submitted to a stockholder vote to determine its impact on the portfolio securities held by us. Although we generally vote against proposals that may have a negative impact on our portfolio securities, we may vote for such a proposal if there exists compelling long-term reasons to do so.

Our proxy voting decisions are made by the investment professionals who are responsible for monitoring each of our investments. To ensure that our vote is not the product of a conflict of interest, we require that: (i) anyone involved in the decision making process disclose to our chief compliance officer any potential conflict that he or she is aware of and any contact that he or she has had with any interested party regarding a proxy vote; and (ii) employees involved in the decision making process or vote administration are prohibited from revealing how we intend to vote on a proposal in order to reduce any attempted influence from interested parties.

Stockholders may obtain information regarding how we voted proxies with respect to our portfolio securities by making a written request for proxy voting information to: Chief Compliance Officer, 3600 Glenwood Avenue, Suite 104, Raleigh, North Carolina 27612.

### ***Other***

We may also be prohibited under the 1940 Act from knowingly participating in certain transactions with our affiliates without the prior approval of our board of directors who are not interested persons and, in some cases, prior approval by the SEC.

We will be periodically examined by the SEC for compliance with the 1940 Act.

We are required to provide and maintain a bond issued by a reputable fidelity insurance company to protect us against larceny and embezzlement. Furthermore, as a business development company, we are prohibited from protecting any director or officer against any liability to us or our stockholders arising from willful misfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of such person’s office.

We are required to adopt and implement written policies and procedures reasonably designed to prevent violation of the federal securities laws, review these policies and procedures annually for their adequacy and the effectiveness of their implementation, and to designate a chief compliance officer to be responsible for administering the policies and procedures.

### **Small Business Administration Regulations**

The Existing Fund is licensed by the Small Business Administration to operate as a Small Business Investment Company under Section 301(c) of the Small Business Investment Act of 1958. The Existing Fund is a wholly-owned subsidiary of us, holds its SBIC license and has also elected to be a BDC. The Existing Fund initially obtained its SBIC license on September 11, 2003.

SBICs are designed to stimulate the flow of private equity capital to eligible small businesses. Under SBA regulations, SBICs may make loans to eligible small businesses, invest in the equity securities of such businesses and provide them with consulting and advisory services. The Existing Fund has typically invested in senior subordinated debt, acquired warrants and/or made equity investments in qualifying small businesses.

Under present SBA regulations, eligible small businesses generally include businesses that (together with their affiliates) have a tangible net worth not exceeding \$18.0 million and have average annual net income after Federal income taxes not exceeding \$6.0 million (average net income to be computed without benefit of any carryover loss) for the two most recent fiscal years. In addition, an SBIC must devote 20.0% of its investment activity to “smaller” concerns as defined by the SBA. A smaller concern generally includes businesses that have a tangible net worth not exceeding \$6.0 million and have average annual net income after Federal income taxes not exceeding \$2.0 million (average net income to be computed without benefit of any net carryover loss) for the two most recent fiscal years. SBA regulations also provide alternative size standard criteria to determine eligibility for designation as an eligible small business or smaller concern, which criteria depend on the industry in which the business is engaged and are based on such factors as the number of employees and gross revenue. However, once an SBIC has invested in a company, it may continue to make follow on investments in the company, regardless of the size of the portfolio company at the time of the follow on investment, up to the time of the portfolio company’s initial public offering.

The SBA prohibits an SBIC from providing funds to small businesses for certain purposes, such as relending and investment outside the United States, to businesses engaged in a few prohibited industries, and to certain “passive” (non-operating) companies. In addition, without prior SBA approval, an SBIC may not invest an amount equal to more than 20.0% of the SBIC’s regulatory capital in any one portfolio company.

The SBA places certain limitations on the financing terms of investments by SBICs in portfolio companies (such as limiting the permissible interest rate on debt securities held by an SBIC in a portfolio company). Although prior regulations prohibited an SBIC from controlling a small business concern except in limited circumstances, regulations adopted by the SBA in 2002 now allow an SBIC to exercise control over a small business for a period of seven years from the date on which the SBIC initially acquires its control position. This control period may be extended for an additional period of time with the SBA’s prior written approval.

The SBA restricts the ability of an SBIC to lend money to any of its officers, directors and employees or to invest in affiliates thereof. The SBA also prohibits, without prior SBA approval, a “change of control” of an SBIC or transfers that would result in any person (or a group of persons acting in concert) owning 10.0% or more of a class of capital stock of a licensed SBIC. A “change of control” is any event which would result in the transfer of the power, direct or indirect, to direct the management and policies of an SBIC, whether through ownership, contractual arrangements or otherwise.

An SBIC (or group of SBICs under common control) may generally have outstanding debentures guaranteed by the SBA in amounts up to twice the amount of the privately-raised funds of the SBIC(s). Debentures guaranteed by the SBA have a maturity of ten years, require semi-annual payments of interest, do not require any principal payments prior to maturity, and, historically, were subject to certain prepayment penalties. Those prepayment penalties no longer apply as of September 2006. As of December 31, 2006, we had issued \$31.8 million of SBA-guaranteed debentures, which had an annual weight-averaged interest rate of 5.77%. SBA regulations currently limit the dollar amount of outstanding SBA-guaranteed debentures that may be issued by any one SBIC (or group of SBICs under common control) to \$127.2 million (which amount is subject to increase on an annual basis based on cost of living increases).

SBICs must invest idle funds that are not being used to make loans in investments permitted under SBA regulations in the following limited types of securities: (i) direct obligations of, or obligations guaranteed as to principal and interest by, the United States government, which mature within 15 months from the date of the investment; (ii) repurchase agreements with

federally insured institutions with a maturity of seven days or less (and the securities underlying the repurchase obligations must be direct obligations of or guaranteed by the federal government); (iii) certificates of deposit with a maturity of one year or less, issued by a federally insured institution; (iv) a deposit account in a federally insured institution that is subject to a withdrawal restriction of one year or less; (v) a checking account in a federally insured institution; or (vi) a reasonable petty cash fund.

SBICs are periodically examined and audited by the SBA's staff to determine its compliance with SBIC regulations and are periodically required to file certain forms with the SBA.

Neither the SBA nor the U.S. government or any of its agencies or officers has approved any ownership interest to be issued by us or any obligation that we or any of our subsidiaries may incur.

### **Material U.S. Federal Income Tax Considerations**

The following discussion is a general summary of the material U.S. federal income tax considerations applicable to us and to an investment in our shares. This summary does not purport to be a complete description of the income tax considerations applicable to such an investment. For example, we have not described tax consequences that may be relevant to certain types of holders subject to special treatment under U.S. federal income tax laws, including stockholders subject to the alternative minimum tax, tax-exempt organizations, insurance companies, dealers in securities, pension plans and trusts, and financial institutions. This summary assumes that investors hold our common stock as capital assets (within the meaning of the Code. The discussion is based upon the Code, Treasury regulations, and administrative and judicial interpretations, each as of the date of this Annual Report on Form 10-K and all of which are subject to change, possibly retroactively, which could affect the continuing validity of this discussion. This summary does not discuss any aspects of U.S. estate or gift tax or foreign, state or local tax. It does not discuss the special treatment under U.S. federal income tax laws that could result if we invested in tax-exempt securities or certain other investment assets.

A "U.S. stockholder" generally is a beneficial owner of shares of our common stock who is for U.S. federal income tax purposes:

- A citizen or individual resident of the United States;
- A corporation or other entity treated as a corporation, for U.S. federal income tax purposes, created or organized in or under the laws of the United States or any political subdivision thereof;
- A trust if a court within the United States is asked to exercise primary supervision over the administration of the trust and one or more United States persons have the authority to control all substantive decisions of the trust; or
- A trust or an estate, the income of which is subject to U.S. federal income taxation regardless of its source.

A "Non-U.S. stockholder" is a beneficial owner of shares of our common stock that is not a U.S. stockholder.

If a partnership (including an entity treated as a partnership for U.S. federal income tax purposes) holds shares of our common stock, the tax treatment of a partner in the partnership will generally depend upon the status of the partner and the activities of the partnership. A prospective stockholder that is a partner of a partnership holding shares of our common stock should consult his, her or its tax advisors with respect to the purchase, ownership and disposition of shares of our common stock.

Tax matters are very complicated and the tax consequences to an investor of an investment in our shares will depend on the facts of his, her or its particular situation. We encourage investors to consult their own tax advisors regarding the specific consequences of such an investment, including tax reporting requirements, the applicability of federal, state, local and foreign tax laws, eligibility for the benefits of any applicable tax treaty and the effect of any possible changes in the tax laws.

### ***Election to be Taxed as a RIC***

As a business development company, we intend to elect to be treated as a RIC under Subchapter M of the Code. As a RIC, we generally will not have to pay corporate-level federal income taxes on any income that we distribute to our stockholders as dividends. To qualify as a RIC, we must, among other things, meet certain source-of-income and asset diversification requirements (as described below). In addition, in order to obtain RIC tax treatment, we must distribute to our stockholders, for each taxable year, at least 90.0% of our "investment company taxable income," which is generally our net ordinary income plus the excess of realized net short-term capital gains over realized net long-term capital losses (the "Annual Distribution Requirement").



### ***Taxation as a RIC***

If we qualify as a RIC and satisfy the Annual Distribution Requirement, then we will not be subject to federal income tax on the portion of our income we distribute (or are deemed to distribute) to stockholders (other than any built-in gain recognized between January 1, 2006 and December 31, 2006). We will be subject to U.S. federal income tax at the regular corporate rates on any income or capital gains not distributed (or deemed distributed) to our stockholders.

We will be subject to a 4.0% nondeductible federal excise tax on certain undistributed income unless we distribute in a timely manner an amount at least equal to the sum of (1) 98.0% of our net ordinary income for each calendar year, (2) 98.0% of our capital gain net income for the one-year period ending October 31 in that calendar year and (3) any income recognized, but not distributed, in preceding years. We generally will endeavor in each taxable year to avoid any U.S. federal excise tax on our earnings.

In order to qualify as a RIC for federal income tax purposes, we must, among other things:

- continue to qualify as a business development company under the 1940 Act at all times during each taxable year;
- derive in each taxable year at least 90.0% of our gross income from dividends, interest, payments with respect to certain securities, loans, gains from the sale of stock or other securities, or other income derived with respect to our business of investing in such stock or securities (the “90.0% Income Test”); and
- diversify our holdings so that at the end of each quarter of the taxable year:
  - at least 50.0% of the value of our assets consists of cash, cash equivalents, U.S. Government securities, securities of other RICs, and other securities if such other securities of any one issuer do not represent more than 5.0% of the value of our assets or more than 10.0% of the outstanding voting securities of the issuer; and
  - no more than 25.0% of the value of our assets is invested in the securities, other than U.S. government securities or securities of other RICs, of one issuer or of two or more issuers that are controlled, as determined under applicable Internal Revenue Code rules, by us and that are engaged in the same or similar or related trades or businesses (the “Diversification Tests”).

We may be required to recognize taxable income in circumstances in which we do not receive cash. For example, if we hold debt obligations that are treated under applicable tax rules as having original issue discount (such as debt instruments with PIK interest or, in certain cases, increasing interest rates or issued with warrants), we must include in income each year a portion of the original issue discount that accrues over the life of the obligation, regardless of whether cash representing such income is received by us in the same taxable year. We may also have to include in income other amounts that we have not yet received in cash, such as PIK interest and deferred loan origination fees that are paid after origination of the loan or are paid in non-cash compensation such as warrants or stock. Because any original issue discount or other amounts accrued will be included in our investment company taxable income for the year of accrual, we may be required to make a distribution to our stockholders in order to satisfy the Annual Distribution Requirement, even though we will not have received any corresponding cash amount.

Although we do not presently expect to do so, we are authorized to borrow funds and to sell assets in order to satisfy distribution requirements. However, under the 1940 Act, we are not permitted to make distributions to our stockholders while our debt obligations and other senior securities are outstanding unless certain “asset coverage” tests are met. See “Regulation — Senior Securities.” Moreover, our ability to dispose of assets to meet our distribution requirements may be limited by (1) the illiquid nature of our portfolio and/or (2) other requirements relating to our status as a RIC, including the Diversification Tests. If we dispose of assets in order to meet the Annual Distribution Requirement or the Excise Tax Avoidance Requirement, we may make such dispositions at times that, from an investment standpoint, are not advantageous.

The remainder of this discussion assumes that we qualify as a RIC and have satisfied the Annual Distribution Requirement.

### ***Taxation of U.S. Stockholders***

Distributions by us generally are taxable to U.S. stockholders as ordinary income or capital gains. Distributions of our “investment company taxable income” (which is, generally, our net ordinary income plus realized net short-term capital gains in excess of realized net long-term capital losses) will be taxable as ordinary income to U.S. stockholders to the extent of our

current or accumulated earnings and profits, whether paid in cash or reinvested in additional common stock. To the extent such distributions paid by us to non-corporate stockholders (including individuals) are attributable to dividends from U.S. corporations and certain qualified foreign corporations, such distributions (“Qualifying Dividends”) may be eligible for a maximum tax rate of 15.0%. In this regard, it is anticipated that distributions paid by us will generally not be attributable to dividends and, therefore, generally will not qualify for the 15.0% maximum rate applicable to Qualifying Dividends. Distributions of our net capital gains (which is generally our realized net long-term capital gains in excess of realized net short-term capital losses) properly designated by us as “capital gain dividends” will be taxable to a U.S. stockholder as long-term capital gains that are currently taxable at a maximum rate of 15.0% in the case of individuals, trusts or estates, regardless of the U.S. stockholder’s holding period for his, her or its common stock and regardless of whether paid in cash or reinvested in additional common stock. Distributions in excess of our earnings and profits first will reduce a U.S. stockholder’s adjusted tax basis in such stockholder’s common stock and, after the adjusted basis is reduced to zero, will constitute capital gains to such U.S. stockholder.

We currently intend to retain some or all of our realized net long-term capital gains in excess of realized net short-term capital losses, but to designate the retained net capital gain as a “deemed distribution.” In that case, among other consequences, we will pay tax on the retained amount, each U.S. stockholder will be required to include his, her or its share of the deemed distribution in income as if it had been actually distributed to the U.S. stockholder, and the U.S. stockholder will be entitled to claim a credit equal to his, her or its allocable share of the tax paid thereon by us. Because we expect to pay tax on any retained capital gains at our regular corporate tax rate, and because that rate is in excess of the maximum rate currently payable by individuals on long-term capital gains, the amount of tax that individual U.S. stockholders will be treated as having paid will exceed the tax they owe on the capital gain distribution and such excess generally may be refunded or claimed as a credit against the U.S. stockholder’s other U.S. federal income tax obligations. The amount of the deemed distribution net of such tax will be added to the U.S. stockholder’s cost basis for his, her or its common stock. In order to utilize the deemed distribution approach, we must provide written notice to our stockholders prior to the expiration of 60 days after the close of the relevant taxable year. We cannot treat any of our investment company taxable income as a “deemed distribution.”

For purposes of determining (1) whether the Annual Distribution Requirement is satisfied for any year and (2) the amount of capital gain dividends paid for that year, we may, under certain circumstances, elect to treat a dividend that is paid during the following taxable year as if it had been paid during the taxable year in question. If we make such an election, the U.S. stockholder will still be treated as receiving the dividend in the taxable year in which the distribution is made. However, any dividend declared by us in October, November or December of any calendar year, payable to stockholders of record on a specified date in such a month and actually paid during January of the following year, will be treated as if it had been received by our U.S. stockholders on December 31 of the year in which the dividend was declared.

If an investor purchases shares of our common stock shortly before the record date of a distribution, the price of the shares will include the value of the distribution and the investor will be subject to tax on the distribution even though economically it may represent a return of his, her or its investment.

A stockholder generally will recognize taxable gain or loss if the stockholder sells or otherwise disposes of his, her or its shares of our common stock. The amount of gain or loss will be measured by the difference between such stockholder’s adjusted tax basis in the common stock sold and the amount of the proceeds received in exchange. Any gain arising from such sale or disposition generally will be treated as long-term capital gain or loss if the stockholder has held his, her or its shares for more than one year. Otherwise, it will be classified as short-term capital gain or loss. However, any capital loss arising from the sale or disposition of shares of our common stock held for six months or less will be treated as long-term capital loss to the extent of the amount of capital gain dividends received, or undistributed capital gain deemed received, with respect to such shares. In addition, all or a portion of any loss recognized upon a disposition of shares of our common stock may be disallowed if other shares of our common stock are purchased (whether through reinvestment of distributions or otherwise) within 30 days before or after the disposition.

In general, individual U.S. stockholders currently are subject to a maximum federal income tax rate of 15.0% on their net capital gain (i.e., the excess of realized net long-term capital gains over realized net short-term capital losses), recognized prior to January 1, 2011, including any long-term capital gain derived from an investment in our shares. Such rate is lower than the maximum rate on ordinary income currently payable by individuals. Corporate U.S. stockholders currently are subject to federal income tax on net capital gain at the maximum 35.0% rate also applied to ordinary income. Non-corporate stockholders with net capital losses for a year (i.e., capital losses in excess of capital gains) generally may deduct up to \$3,000 of such losses against their ordinary income each year; any net capital losses of a non-corporate stockholder in excess of \$3,000 generally may be carried forward and used in subsequent years as provided in the Code. Corporate stockholders generally may not deduct any net capital losses for a year, but may carryback such losses for three years or carry forward such losses for five years.

We will send to each of our U.S. stockholders, as promptly as possible after the end of each calendar year, a notice detailing, on a per share and per distribution basis, the amounts includible in such U.S. stockholder's taxable income for such year as ordinary income and as long-term capital gain. In addition, the federal tax status of each year's distributions generally will be reported to the Internal Revenue Service (including the amount of dividends, if any, eligible for the 15.0% maximum rate). Dividends paid by us generally will not be eligible for the dividends-received deduction or the preferential tax rate applicable to Qualifying Dividends because our income generally will not consist of dividends. Distributions may also be subject to additional state, local and foreign taxes depending on a U.S. stockholder's particular situation.

We may be required to withhold federal income tax ("backup withholding") currently at a rate of 28.0% from all taxable distributions to any non-corporate U.S. stockholder (1) who fails to furnish us with a correct taxpayer identification number or a certificate that such stockholder is exempt from backup withholding, or (2) with respect to whom the IRS notifies us that such stockholder has failed to properly report certain interest and dividend income to the IRS and to respond to notices to that effect. An individual's taxpayer identification number is his or her social security number. Any amount withheld under backup withholding is allowed as a credit against the U.S. stockholder's federal income tax liability, provided that proper information is provided to the IRS.

### ***Taxation of Non-U.S. Stockholders***

Whether an investment in the shares is appropriate for a Non-U.S. stockholder will depend upon that person's particular circumstances. An investment in the shares by a Non-U.S. stockholder may have adverse tax consequences. Non-U.S. stockholders should consult their tax advisers before investing in our common stock.

Distributions of our "investment company taxable income" to Non-U.S. stockholders (including interest income and realized net short-term capital gains in excess of realized long-term capital losses, which generally would be free of withholding if paid to Non-U.S. stockholders directly) will be subject to withholding of federal tax at a 30.0% rate (or lower rate provided by an applicable treaty) to the extent of our current and accumulated earnings and profits unless an applicable exception applies. If the distributions are effectively connected with a U.S. trade or business of the Non-U.S. stockholder, and, if an income tax treaty applies, attributable to a permanent establishment in the United States, we will not be required to withhold federal tax if the Non-U.S. stockholder complies with applicable certification and disclosure requirements, although the distributions will be subject to federal income tax at the rates applicable to U.S. persons. (Special certification requirements apply to a Non-U.S. stockholder that is a foreign partnership or a foreign trust, and such entities are urged to consult their own tax advisors.)

In addition, with respect to certain distributions made to Non-U.S. stockholders in our taxable years beginning after December 31, 2004 and before January 1, 2008, no withholding will be required and the distributions generally will not be subject to federal income tax if (i) the distributions are properly designated in a notice timely delivered to our stockholders as "interest-related dividends" or "short-term capital gain dividends," (ii) the distributions are derived from sources specified in the Code for such dividends and (iii) certain other requirements are satisfied. Currently, we do not anticipate that any significant amount of our distributions will be designated as eligible for this exemption from withholding.

Actual or deemed distributions of our net capital gains to a Non-U.S. stockholder, and gains realized by a Non-U.S. stockholder upon the sale of our common stock, will not be subject to federal withholding tax and generally will not be subject to federal income tax unless the distributions or gains, as the case may be, are effectively connected with a U.S. trade or business of the Non-U.S. stockholder and, if an income tax treaty applies, are attributable to a permanent establishment maintained by the Non-U.S. stockholder in the United States.

If we distribute our net capital gains in the form of deemed rather than actual distributions, a Non-U.S. stockholder will be entitled to a federal income tax credit or tax refund equal to the stockholder's allocable share of the tax we pay on the capital gains deemed to have been distributed. In order to obtain the refund, the Non-U.S. stockholder must obtain a U.S. taxpayer identification number and file a federal income tax return even if the Non-U.S. stockholder would not otherwise be required to obtain a U.S. taxpayer identification number or file a federal income tax return. For a corporate Non-U.S. stockholder, distributions (both actual and deemed), and gains realized upon the sale of our common stock that are effectively connected to a U.S. trade or business may, under certain circumstances, be subject to an additional "branch profits tax" at a 30.0% rate (or at a lower rate if provided for by an applicable treaty). Accordingly, investment in the shares may not be appropriate for a Non-U.S. stockholder.

A Non-U.S. stockholder who is a non-resident alien individual, and who is otherwise subject to withholding of federal tax, may be subject to information reporting and backup withholding of federal income tax on dividends unless the Non-U.S. stockholder provides us or the dividend paying agent with an IRS Form W-8BEN (or an acceptable substitute form) or otherwise meets documentary evidence requirements for establishing that it is a Non-U.S. stockholder or otherwise establishes an exemption from backup withholding.

Non-U.S. persons should consult their own tax advisors with respect to the U.S. federal income tax and withholding tax, and state, local and foreign tax consequences of an investment in the shares.

### ***Failure to Qualify as a RIC***

If we were unable to qualify for treatment as a RIC, we would be subject to tax on all of our taxable income at regular corporate rates, regardless of whether we make any distributions to our stockholders. Distributions would not be required, and any distributions would be taxable to our stockholders as ordinary dividend income eligible for the 15.0% maximum rate to the extent of our current and accumulated earnings and profits. Subject to certain limitations under the Code, corporate distributees would be eligible for the dividends-received deduction. Distributions in excess of our current and accumulated earnings and profits would be treated first as a return of capital to the extent of the stockholder's tax basis, and any remaining distributions would be treated as a capital gain.

### **Available Information**

We intend to make this Annual Report, as well as our quarterly reports on Form 10-Q, our current reports on Form 8-K and, if applicable, amendments to those reports filed or furnished pursuant to Section 13(a) of the Exchange Act, publicly available on our website (www.tcap.com) without charge as soon as reasonably practicable following our filing of such reports with the Securities and Exchange Commission ("SEC"). Our SEC reports can be accessed through the investor relations section of our website. The information found on our website is not part of this or any other report we file with or furnish to the SEC. We assume no obligation to update or revise any forward looking statements in this Annual Report or in other reports filed with the SEC, whether as a result of new information, future events or otherwise, unless we are required to do so by law. A copy of this Annual Report and our other reports is available without charge upon written request to Investor Relations, Triangle Capital Corporation, 3600 Glenwood Avenue, Suite 104, Raleigh, North Carolina 27612.

Further, a copy of this Annual Report is obtainable from the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. Information on the operation of the Public Reference Room can be obtained by calling the SEC at 1-800-SEC-0330. The SEC maintains an internet site that contains reports, proxy and information statements and our other filings at www.sec.gov.

### **Item 1A. Risk Factors.**

*As indicated above in this Annual Report under "Forward-Looking Statements," those statements in this Annual Report that are not historical facts may be forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Investing in our common stock involves a number of significant risks. The risks set out below are not the only risks we face. Additional risks and uncertainties not presently known to us or not presently deemed material by us might also impair our operations and performance. If any of the following events occur, our business, financial condition and results of operations could be materially and adversely affected. In such case, our net asset value and the trading price of our common stock could decline, and you may lose all or part of your investment.*

### **Risks Relating to Our Business and Structure**

***Our financial condition and results of operations will depend on our ability to manage and deploy capital effectively.***

Our ability to achieve our investment objective will depend on our ability to effectively manage and deploy our capital, which will depend, in turn, on our management team's ability to identify, evaluate and monitor, and our ability to finance and invest in, companies that meet our investment criteria. We cannot assure you that we will achieve our investment objective.

Accomplishing this result on a cost-effective basis will be largely a function of our management team's handling of the investment process, its ability to provide competent, attentive and efficient services and our access to investments offering acceptable terms. In addition to monitoring the performance of our existing investments, members of our management team and our investment professionals may also be called upon to provide managerial assistance to our portfolio companies. These demands on their time may distract them or slow the rate of investment.

Even if we are able to grow and build upon our investment operations in a manner commensurate with the increased capital available to us as a result of our recent Offering, any failure to manage our growth effectively could have a material adverse effect on our business, financial condition, results of operations and prospects. The results of our operations will depend on many factors, including the availability of opportunities for investment, readily accessible short and long-term

funding alternatives in the financial markets and economic conditions. Furthermore, if we cannot successfully operate our business or implement our investment policies and strategies as described in this Annual Report, it could negatively impact our ability to pay dividends and cause you to lose all or part of your investment.

***There may be uncertainty as to the value of our portfolio investments.***

Under the 1940 Act, we will be required to carry our portfolio investments at market value or, if there is no readily available market value, at fair value as determined by our board of directors. Typically there is not a public market for the securities of the privately held companies in which we have invested and will generally continue to invest. As a result, we will value these securities quarterly at fair value as determined in good faith by our board of directors based on input from management, a third party independent valuation firm and our audit committee.

Our board of directors intends to utilize the services of an independent valuation firm, presently Duff & Phelps, LLC, to assist in determining the fair value of any securities. The determination of fair value and consequently, the amount of unrealized gains and losses in our portfolio, is to a certain degree subjective and dependent on the judgment of our board. Certain factors that may be considered in determining the fair value of our investments include the nature and realizable value of any collateral, the portfolio company's earnings and its ability to make payments on its indebtedness, the markets in which the portfolio company does business, comparison to comparable publicly-traded companies, discounted cash flow and other relevant factors. Because such valuations, and particularly valuations of private securities and private companies, are inherently uncertain, may fluctuate over short periods of time and may be based on estimates, our determinations of fair value may differ materially from the values that would have been used if a ready market for these securities existed. Due to this uncertainty, our fair value determination may cause our net asset value on a given date to materially understate or overstate the value that we may ultimately realize upon one or more of our investments. As a result, investors purchasing our common stock based on an overstated net asset value would pay a higher price than the value of our investments might warrant. Conversely, investors selling shares during a period in which the net asset value understates the value of our investments will receive a lower price for their shares than the value of our investment portfolio might warrant.

***We operate in a highly competitive market for investment opportunities.***

We compete for investments with other business development companies and investment funds (including private equity funds and mezzanine funds), as well as traditional financial services companies such as commercial banks and other sources of funding. Many of our competitors are substantially larger and have considerably greater financial, technical and marketing resources than we do. For example, some competitors may have a lower cost of funds and access to funding sources that are not available to us. In addition, some of our competitors may have higher risk tolerances or different risk assessments. These characteristics could allow our competitors to consider a wider variety of investments, establish more relationships and offer better pricing and more flexible structuring than we. We may lose investment opportunities if we do not match our competitors' pricing, terms and structure. If we are forced to match our competitors' pricing, terms and structure, we may not be able to achieve acceptable returns on our investments or may bear substantial risk of capital loss. A significant part of our competitive advantage stems from the fact that the lower middle market is underserved by traditional commercial and investment banks, and generally has less access to capital. A significant increase in the number and/or the size of our competitors in this target market could force us to accept less attractive investment terms. Furthermore, many of our competitors have greater experience operating under, or are not subject to, the regulatory restrictions that the 1940 Act will impose on us as a business development company.

***We are dependent upon our key investment personnel for our future success.***

We depend on the members of our senior management team, particularly Garland S. Tucker III, Brent P.W. Burgess, Steven C. Lilly, Tarlton H. Long and David F. Parker, for the identification, final selection, structuring, closing and monitoring of our investments. These employees have critical industry experience and relationships that we rely on to implement our business plan. If we lose the services of these individuals, we may not be able to operate our business as we expect, and our ability to compete could be harmed, which could cause our operating results to suffer. We have entered into employment agreements with each of our executive officers.

Additionally, the increase in available capital for investment resulting from our recent Offering requires that we seek out and retain new investment and administrative personnel. We believe our future success will depend, in part, on our ability to identify, attract and retain sufficient numbers of highly skilled employees. If we do not succeed in identifying, attracting and retaining these personnel, we may not be able to operate our business as we expect.

***Our business model depends to a significant extent upon strong referral relationships, and our inability to maintain or develop these relationships, as well as the failure of these relationships to generate investment opportunities, could adversely affect our business.***

We expect that members of our management team will maintain their relationships with financial institutions, private equity and other non-bank investors, investment bankers, commercial bankers, attorneys, accountants and consultants, and we will rely to a significant extent upon these relationships to provide us with potential investment opportunities. If our management team fails to maintain its existing relationships or develop new relationships with other sponsors or sources of investment opportunities, we will not be able to grow our investment portfolio. In addition, individuals with whom members of our management team have relationships are not obligated to provide us with investment opportunities, and, therefore, there is no assurance that such relationships will generate investment opportunities for us.

***We have limited operating history as a business development company or as a regulated investment company, which may impair your ability to assess our prospects.***

The Existing Fund was formed in 2003 by certain members of our senior management team. Prior to the Offering, however, we have not operated, and our management team has no experience operating, as a business development company under the 1940 Act or as a regulated investment company under Subchapter M of the Code. As a result, we have no operating results under these regulatory frameworks that can demonstrate to you either their effect on our business or our ability to manage our business under these frameworks. If we fail to operate our business so as to maintain our status as a business development company or a RIC, our operating flexibility will be significantly reduced.

***The Existing Fund is licensed by the SBA, and therefore subject to SBA regulations.***

The Existing Fund is licensed to act as a small business investment company and is regulated by the SBA. Under current SBA regulations, a licensed SBIC can provide capital to those entities that have a tangible net worth not exceeding \$18.0 million and an average annual net income after Federal income taxes not exceeding \$6.0 million for the two most recent fiscal years. In addition, a licensed SBIC must devote 20.0% of its investment activity to those entities that have a tangible net worth not exceeding \$6.0 million and an average annual net income after Federal income taxes not exceeding \$2.0 million for the two most recent fiscal years. The SBA regulations also provide alternative size standard criteria to determine eligibility, which depend on the industry in which the business is engaged and are based on factors such as the number of employees and gross sales. The SBA regulations permit licensed SBICs to make long term loans to small businesses, invest in the equity securities of such businesses and provide them with consulting and advisory services. The SBA also places certain limitations on the financing terms of investments by SBICs in portfolio companies and prohibits SBICs from providing funds for certain purposes or to businesses in a few prohibited industries. Compliance with SBA requirements may cause the Existing Fund, and us, as its parent, to forego attractive investment opportunities that are not permitted under SBA regulations.

Further, the SBA regulations require that a licensed SBIC be periodically examined and audited by the SBA to determine its compliance with the relevant SBA regulations. The SBA prohibits, without prior SBA approval, a "change of control" of an SBIC or transfers that would result in any person (or a group of persons acting in concert) owning 10.0% or more of a class of capital stock of a licensed SBIC. If the Existing Fund fails to comply with applicable SBA regulations, the SBA could, depending on the severity of the violation, limit or prohibit the Existing Fund's use of debentures, declare outstanding debentures immediately due and payable, and/or limit the Existing Fund from making new investments. Such actions by the SBA would, in turn, negatively affect us because the Existing Fund is our wholly owned subsidiary.

***Because we borrow money, the potential for gain or loss on amounts invested in us is magnified and may increase the risk of investing in us.***

Borrowings, also known as leverage, magnify the potential for gain or loss on amounts invested and, therefore, increases the risks associated with investing in us. The Existing Fund issues debt securities guaranteed by the SBA and sold in the capital markets. As a result of its guarantee of the debt securities, the SBA has fixed dollar claims on the Existing Fund's assets that are superior to the claims of our common stockholders. We may also borrow from banks and other lenders in the future. If the value of our assets increases, then leveraging would cause the net asset value attributable to our common stock to increase more sharply than it would have had we not leveraged. Conversely, if the value of our assets decreases, leveraging would cause net asset value to decline more sharply than it otherwise would have had we not leveraged. Similarly, any increase in our income in excess of interest payable on the borrowed funds would cause our net income to increase more than it would without the leverage, while any decrease in our income would cause net income to decline more sharply than it would have had we not borrowed. Such a decline could negatively affect our ability to make common stock dividend payments. Leverage is generally considered a speculative investment technique.

On December 31, 2006, we had \$31.8 million of outstanding indebtedness guaranteed by the SBA, which had a weighted average annualized interest cost of 5.77% for the year ended December 31, 2006.

*Illustration.* The following table illustrates the effect of leverage on returns from an investment in our common stock assuming various annual returns, net of expenses. The calculations in the table below are hypothetical based on our weighted average annualized interest cost of 5.77%. Our actual borrowing rate may be higher or lower than the assumed rate and actual returns may be higher or lower than those appearing below.

**Assumed Return on Our Portfolio  
(net of expenses)**

|  | (10.0)% | (5.0)%  | 0.0%   | 5.0% | 10.0% |
|--|---------|---------|--------|------|-------|
| Corresponding net return to common stockholder | (32.1)% | (20.1)% | (8.1)% | 4.0% | 16.0% |

The calculation also assumes that we are fully invested as of the date of this Annual Report.

Our ability to achieve our investment objectives may depend in part on our ability to achieve additional leverage on favorable terms by issuing debentures guaranteed by the SBA or by borrowing from banks, or insurance companies, and there can be no assurance that such additional leverage can in fact be achieved.

***SBA regulations limit the outstanding dollar amount of SBA-guaranteed debentures that may be issued by an SBIC or group of SBIC's under common control.***

The SBA regulations currently limit the dollar amount of SBA-guaranteed debentures that can be issued by any one SBIC or group of SBICs under common control to \$127.2 million (which amount is subject to increase on an annual basis based on cost of living increases). Moreover, an SBIC may not borrow an amount in excess of two times its regulatory capital. As of December 31, 2006, the Existing Fund had issued \$31.8 million in debentures guaranteed by the SBA. After our contribution of net proceeds from our recent Offering to the Existing Fund, the Existing Fund has sufficient regulatory capital to issue the maximum amount of guaranteed debentures permitted by the SBA regulations. While we cannot presently predict whether or not we will borrow the maximum permitted amount, if we reach the maximum dollar amount of SBA-guaranteed debentures permitted, and thereafter require additional capital, our cost of capital may increase, and there is no assurance that we will be able to obtain additional financing on acceptable terms.

Moreover, the Existing Fund's current status as an SBIC does not automatically assure that the Existing Fund will continue to receive SBA-guaranteed debenture funding. Receipt of SBA leverage funding is dependent upon the Existing Fund continuing to be in compliance with SBA regulations and policies and there being funding available. The amount of SBA leverage funding available to SBICs is dependent upon annual Congressional authorizations and in the future may be subject to annual Congressional appropriations. There can be no assurance that there will be sufficient debenture funding available at the times desired by the Existing Fund.

The debentures guaranteed by the SBA have a maturity of ten years and require semi-annual payments of interest. The Existing Fund will need to generate sufficient cash flow to make required interest payments on the debentures. If the Existing Fund is unable to meet its financial obligations under the debentures, the SBA, as a creditor, will have a superior claim to the Existing Fund's assets over our stockholders in the event we liquidate the Existing Fund or the SBA exercises its remedies under such debentures as the result of a default by us.

***We may experience fluctuations in our quarterly results.***

We could experience fluctuations in our quarterly operating results due to a number of factors, including our ability or inability to make investments in companies that meet our investment criteria, the interest rate payable on the debt securities we acquire, the level of our expenses, variations in and the timing of the recognition of realized and unrealized gains or losses, the degree to which we encounter competition in our markets and general economic conditions. As a result of these factors, results for any period should not be relied upon as being indicative of performance in future periods.

***Our ability to enter into transactions with our affiliates will be restricted.***

Except in those instances where we have received prior exemptive relief from the SEC, we will be prohibited under the 1940 Act from knowingly participating in certain transactions with our affiliates without the prior approval of our independent directors. Any person that owns, directly or indirectly, 5.0% or more of our outstanding voting securities will be our affiliate for purposes of the 1940 Act and we will generally be prohibited from buying or selling any security from or to such affiliate, absent the prior approval of our independent directors. The 1940 Act also prohibits "joint" transactions with an affiliate, which could include investments in the same portfolio company (whether at the same or different times), without prior approval of our independent directors. If a person acquires more than 25.0% of our voting securities, we will be prohibited from buying or

selling any security from or to such person, or entering into joint transactions with such person, absent the prior approval of the SEC. These restrictions could limit or prohibit us from making certain attractive investments that we might otherwise make absent such restrictions.

***We have filed an application with the SEC requesting exemptive relief from certain provisions of the 1940 Act and the Securities and Exchange Act of 1934.***

The 1940 Act prohibits certain transactions between us, the Existing Fund and their affiliates without first obtaining an exemptive order from the SEC. On January 3, 2007, we filed an application with the SEC requesting an order exempting the Existing Fund and us from certain provisions of the 1940 Act and from certain reporting requirements mandated by the Securities and Exchange Act of 1934, or the Exchange Act. While the SEC has granted exemptive relief in substantially similar circumstances in the past, no assurance can be given that an exemptive order will be granted. Delays and costs involved in obtaining necessary approvals may make certain transactions impracticable or impossible to consummate, and there is no assurance that the application for exemptive relief will be granted by the SEC.

***Our board of directors may change our operating policies and strategies without prior notice or stockholder approval, the effects of which may be adverse.***

Our board of directors has the authority to modify or waive our current operating policies and strategies without prior notice and without stockholder approval. We cannot predict the effect any changes to our current operating policies and strategies would have on our business, operating results and value of our stock. However, the effects might be adverse, which could negatively impact our ability to pay you dividends and cause you to lose all or part of your investment. Moreover, we will have significant flexibility in investing the net proceeds from our recent Offering and may use the net proceeds from such Offering in ways with which investors may not agree or for purposes other than those currently contemplated.

***We will be subject to corporate-level income tax if we are unable to qualify as a RIC under Subchapter M of the Code.***

Although we intend to elect to be treated as a RIC under the Code, which generally will allow us to avoid being subject to an entity-level tax, we will not, at least initially, be a RIC. To obtain and maintain RIC tax treatment under the Code, we must meet the following annual distribution, income source and asset diversification requirements.

The annual distribution requirement for a RIC will be satisfied if we distribute to our stockholders on an annual basis at least 90.0% of our net ordinary income and realized net short-term capital gains in excess of realized net long-term capital losses, if any. We will be subject to a 4.0% nondeductible federal excise tax, however, to the extent that we do not satisfy certain additional minimum distribution requirements on a calendar year basis. See "Material U.S. Federal Income Tax Considerations." Because we use debt financing, we are subject to certain asset coverage ratio requirements under the 1940 Act and may in the future become subject to certain financial covenants under loan and credit agreements that could, under certain circumstances, restrict us from making distributions necessary to satisfy the distribution requirement. If we are unable to obtain cash from other sources, we could fail to qualify for RIC tax treatment and thus become subject to corporate-level income tax.

The income source requirement will be satisfied if we obtain at least 90.0% of our income for each year from dividends, interest, gains from the sale of stock or securities or similar sources. The asset diversification requirement will be satisfied if we meet certain asset diversification requirements at the end of each quarter of our taxable year. Failure to meet those requirements may result in our having to dispose of certain investments quickly in order to prevent the loss of RIC status. Because most of our investments will be in private companies, and therefore will be relatively illiquid, any such dispositions could be made at disadvantageous prices and could result in substantial losses.

If we fail to qualify for or maintain RIC tax treatment for any reason and are subject to corporate income tax, the resulting corporate taxes could substantially reduce our net assets, the amount of income available for distribution and the amount of our distributions.

***We may not be able to pay you dividends, and our dividends may not grow over time.***

We intend to pay quarterly dividends to our stockholders out of assets legally available for distribution. We cannot assure you that we will achieve investment results that will allow us to make a specified level of cash dividends or year-to-year increases in cash dividends. Our ability to pay dividends might be harmed by, among other things, the risk factors described in this Annual Report. In addition, the inability to satisfy the asset coverage test applicable to us as a business development company can limit our ability to pay dividends. All dividends will be paid at the discretion of our board of directors and will depend on our earnings, our financial condition, maintenance of our RIC status, compliance with applicable BDC regulations, the Existing Fund's compliance with applicable SBIC regulations and such other factors as our board of directors may deem relevant from time to time. We cannot assure you that we will pay dividends to our stockholders in the future.



***We may have difficulty paying our required distributions if we recognize income before or without receiving cash representing such income.***

For federal income tax purposes, we will include in income certain amounts that we have not yet received in cash, such as original issue discount, which may arise if we receive warrants in connection with the origination of a loan or possibly in other circumstances, or contractual PIK interest, which represents contractual interest added to the loan balance and due at the end of the loan term. Such original issue discounts or increases in loan balances as a result of contractual PIK arrangements will be included in income before we receive any corresponding cash payments. We also may be required to include in income certain other amounts that we will not receive in cash.

Since, in certain cases, we may recognize income before or without receiving cash representing such income, we may have difficulty meeting the annual distribution requirement necessary to obtain and maintain RIC tax treatment under the Code. Accordingly, we may have to sell some of our investments at times and/or at prices we would not consider advantageous, raise additional debt or equity capital or reduce new investment originations for this purpose. If we are not able to obtain cash from other sources, we may fail to qualify for RIC tax treatment and thus become subject to corporate-level income tax. For additional discussion regarding the tax implications of a RIC, please see “Material U.S. Federal Income Tax Considerations — Taxation as a Regulated Investment Company.”

***The Existing Fund, as an SBIC, may be unable to make distributions to us that will enable us to meet registered investment company requirements, which could result in the imposition of an entity-level tax.***

In order for us to continue to qualify as a RIC, we will be required to distribute on an annual basis substantially all of our taxable income, including income from our subsidiaries, including the Existing Fund. As all of our investments are initially being made by the Existing Fund, we will be substantially dependent on the Existing Fund for cash distributions to enable us to meet the RIC distribution requirements. The Existing Fund may be limited by the Small Business Investment Act of 1958, and SBA regulations governing SBICs, from making certain distributions to us that may be necessary to enable us to qualify as a RIC. We may have to request a waiver of the SBA’s restrictions for the Existing Fund to make certain distributions to maintain our status as a RIC. We cannot assure you that the SBA will grant such waiver and if the Existing Fund is unable to obtain a waiver, compliance with the SBA regulations may result in loss of RIC status and a consequent imposition of an entity-level tax on us.

***Because we intend to distribute substantially all of our income to our stockholders upon our election to be treated as a RIC, we will continue to need additional capital to finance our growth, and regulations governing our operation as a BDC will affect our ability to, and the way in which we, raise additional capital.***

In order to satisfy the requirements applicable to a RIC and to avoid payment of excise taxes, we intend to distribute to our stockholders substantially all of our net ordinary income and net capital gain income except for certain net long-term capital gains recognized after we become a RIC, which we intend to retain, pay applicable income taxes with respect thereto, and elect to treat as deemed distributions to our stockholders. As a business development company, we generally are required to meet a coverage ratio of total assets to total senior securities, which includes all of our borrowings and any preferred stock we may issue in the future, of at least 200.0%. This requirement limits the amount that we may borrow. If the value of our assets declines, we may be unable to satisfy this test. If that happens, we may be required to sell a portion of our investments or sell additional shares of common stock and, depending on the nature of our leverage, to repay a portion of our indebtedness at a time when such sales may be disadvantageous. In addition, issuance of additional securities could dilute the percentage ownership of our current stockholders in us.

While we expect to be able to borrow and to issue additional debt and equity securities, we cannot assure you that debt and equity financing will be available to us on favorable terms, or at all. In addition, as a business development company, we generally will not be permitted to issue equity securities priced below net asset value without stockholder approval. If additional funds are not available to us, we could be forced to curtail or cease new investment activities, and our net asset value could decline.

***Changes in laws or regulations governing our operations may adversely affect our business or cause us to alter our business strategy.***

We and our portfolio companies will be subject to regulation at the local, state and federal level. New legislation may be enacted or new interpretations, rulings or regulations could be adopted, including those governing the types of investments we are permitted to make, any of which could harm us and our stockholders, potentially with retroactive effect. In addition, any

change to the SBA's current debenture program could have a significant impact on our ability to obtain low-cost leverage and, therefore, our competitive advantage over other funds.

Additionally, any changes to the laws and regulations governing our operations relating to permitted investments may cause us to alter our investment strategy in order to avail ourselves of new or different opportunities. Such changes could result in material differences to the strategies and plans set forth in this Annual Report and may result in our investment focus shifting from the areas of expertise of our management team to other types of investments in which our management team may have less expertise or little or no experience. Thus, any such changes, if they occur, could have a material adverse effect on our results of operations and the value of your investment.

***Efforts to comply with the Sarbanes-Oxley Act will involve significant expenditures, and non-compliance with the Sarbanes-Oxley Act may adversely affect us.***

We are subject to the Sarbanes-Oxley Act of 2002, and the related rules and regulations promulgated by the SEC. Under current SEC rules, beginning with our fiscal year ending December 31, 2007, our management will be required to report on our internal controls over financial reporting pursuant to Section 404 of the Sarbanes-Oxley Act of 2002 and rules and regulations of the SEC thereunder. We will be required to review on an annual basis our internal controls over financial reporting, and on a quarterly and annual basis to evaluate and disclose changes in our internal controls over financial reporting. As a result, we expect to incur significant additional expenses in the near term, which may negatively impact our financial performance and our ability to make distributions. This process also will result in a diversion of management's time and attention. We cannot be certain as to the timing of completion of our evaluation, testing and remediation actions or the impact of the same on our operations and may not be able to ensure that the process is effective or that the internal controls are or will be effective in a timely manner. There can be no assurance that we will successfully identify and resolve all issues required to be disclosed prior to becoming a public company or that our quarterly reviews will not identify additional material weaknesses. In the event that we are unable to maintain or achieve compliance with the Sarbanes-Oxley Act and related rules, we may be adversely affected.

## **Risks Related to Our Investments**

***Our investments in portfolio companies may be risky, and we could lose all or part of our investment.***

Investing in lower middle market companies involves a number of significant risks. Among other things, these companies:

- may have limited financial resources and may be unable to meet their obligations under their debt instruments that we hold, which may be accompanied by a deterioration in the value of any collateral and a reduction in the likelihood of us realizing any guarantees from subsidiaries or affiliates of our portfolio companies that we may have obtained in connection with our investment;
- may have shorter operating histories, narrower product lines, smaller market shares and/or significant customer concentration than larger businesses, which tend to render them more vulnerable to competitors' actions and market conditions, as well as general economic downturns;
- are more likely to depend on the management talents and efforts of a small group of persons; therefore, the death, disability, resignation or termination of one or more of these persons could have a material adverse impact on our portfolio company and, in turn, on us;
- generally have less predictable operating results, may from time to time be parties to litigation, may be engaged in rapidly changing businesses with products subject to a substantial risk of obsolescence, and may require substantial additional capital to support their operations, finance expansion or maintain their competitive position; and
- generally have less publicly available information about their businesses, operations and financial condition. If we are unable to uncover all material information about these companies, we may not make a fully informed investment decision, and may lose all or part of our investment.

In addition, in the course of providing significant managerial assistance to certain of our portfolio companies, certain of our officers and directors may serve as directors on the boards of such companies. To the extent that litigation arises out of our investments in these companies, our officers and directors may be named as defendants in such litigation, which could result in an expenditure of funds (through our indemnification of such officers and directors) and the diversion of management time and resources.

***The lack of liquidity in our investments may adversely affect our business.***

We invest, and will continue to invest in companies whose securities are not publicly traded, and whose securities will be subject to legal and other restrictions on resale or will otherwise be less liquid than publicly traded securities. The illiquidity of these investments may make it difficult for us to sell these investments when desired. In addition, if we are required to liquidate all or a portion of our portfolio quickly, we may realize significantly less than the value at which we had previously recorded these investments. As a result, we do not expect to achieve liquidity in our investments in the near-term. Our investments are usually subject to contractual or legal restrictions on resale or are otherwise illiquid because there is usually no established trading market for such investments. The illiquidity of most of our investments may make it difficult for us to dispose of them at a favorable price, and, as a result, we may suffer losses.

***We may not have the funds to make additional investments in our portfolio companies.***

We may not have the funds to make additional investments in our portfolio companies. After our initial investment in a portfolio company, we may be called upon from time to time to provide additional funds to such company or have the opportunity to increase our investment through the exercise of a warrant to purchase common stock. There is no assurance that we will make, or will have sufficient funds to make, follow-on investments. Any decisions not to make a follow-on investment or any inability on our part to make such an investment may have a negative impact on a portfolio company in need of such an investment, may result in a missed opportunity for us to increase our participation in a successful operation or may reduce the expected yield on the investment.

***Our portfolio companies may incur debt that ranks equally with, or senior to, our investments in such companies.***

We invest primarily in senior subordinated debt as well as equity issued by lower middle market companies. Our portfolio companies may have, or may be permitted to incur, other debt that ranks equally with, or senior to, the debt in which we invest. By their terms, such debt instruments may entitle the holders to receive payment of interest or principal on or before the dates on which we are entitled to receive payments with respect to the debt instruments in which we invest. Also, in the event of insolvency, liquidation, dissolution, reorganization or bankruptcy of a portfolio company, holders of debt instruments ranking senior to our investment in that portfolio company would typically be entitled to receive payment in full before we receive any distribution. After repaying such senior creditors, such portfolio company may not have any remaining assets to use for repaying its obligation to us. In the case of debt ranking equally with debt instruments in which we invest, we would have to share on an equal basis any distributions with other creditors holding such debt in the event of an insolvency, liquidation, dissolution, reorganization or bankruptcy of the relevant portfolio company.

***There may be circumstances where our debt investments could be subordinated to claims of other creditors or we could be subject to lender liability claims.***

Even though we may have structured certain of our investments as senior loans, if one of our portfolio companies were to go bankrupt, depending on the facts and circumstances, including the extent to which we actually provided managerial assistance to that portfolio company, a bankruptcy court might recharacterize our debt investment and subordinate all or a portion of our claim to that of other creditors. We may also be subject to lender liability claims for actions taken by us with respect to a borrower's business or instances where we exercise control over the borrower. It is possible that we could become subject to a lender's liability claim, including as a result of actions taken in rendering significant managerial assistance.

***Second priority liens on collateral securing loans that we make to our portfolio companies may be subject to control by senior creditors with first priority liens. If there is a default, the value of the collateral may not be sufficient to repay in full both the first priority creditors and us.***

Certain loans that we make to portfolio companies will be secured on a second priority basis by the same collateral securing senior secured debt of such companies. The first priority liens on the collateral will secure the portfolio company's obligations under any outstanding senior debt and may secure certain other future debt that may be permitted to be incurred by the company under the agreements governing the loans. The holders of obligations secured by the first priority liens on the collateral will be entitled to receive proceeds from any realization of the collateral to repay their obligations in full before us. In addition, the value of the collateral in the event of liquidation will depend on market and economic conditions, the availability of buyers and other factors. There can be no assurance that the proceeds, if any, from the sale or sales of all of the collateral would be sufficient to satisfy the loan obligations secured by the second priority liens after payment in full of all obligations secured by the first priority liens on the collateral. If such proceeds are not sufficient to repay amounts outstanding under the loan obligations secured by the second priority liens, then we, to the extent not repaid from the proceeds of the sale of the collateral, will only have an unsecured claim against the company's remaining assets, if any.

The rights we may have with respect to the collateral securing the loans we make to our portfolio companies with senior debt outstanding may also be limited pursuant to the terms of one or more intercreditor agreements that we enter into with the

holders of senior debt. Under such an intercreditor agreement, at any time that obligations that have the benefit of the first priority liens are outstanding, any of the following actions that may be taken in respect of the collateral will be at the direction of the holders of the obligations secured by the first priority liens: the ability to cause the commencement of enforcement proceedings against the collateral; the ability to control the conduct of such proceedings; the approval of amendments to collateral documents; releases of liens on the collateral; and waivers of past defaults under collateral documents. We may not have the ability to control or direct such actions, even if our rights are adversely affected.

***We generally will not control our portfolio companies.***

We do not, and do not expect to, control many of our portfolio companies, even though we may have board representation or board observation rights, and our debt agreements may contain certain restrictive covenants. As a result, we are subject to the risk that a portfolio company in which we invest may make business decisions with which we disagree and the management of such company, as representatives of the holders of their common equity, may take risks or otherwise act in ways that do not serve our interests as debt investors. Due to the lack of liquidity for our investments in non-traded companies, we may not be able to dispose of our interests in our portfolio companies as readily as we would like or at an appropriate valuation. As a result, a portfolio company may make decisions that could decrease the value of our portfolio holdings.

***Economic recessions or downturns could impair our portfolio companies and harm our operating results.***

Many of our portfolio companies may be susceptible to economic slowdowns or recessions and may be unable to repay our debt investments during these periods. Therefore, our non-performing assets are likely to increase, and the value of our portfolio is likely to decrease during these periods. Adverse economic conditions also may decrease the value of collateral securing some of our debt investments and the value of our equity investments. Economic slowdowns or recessions could lead to financial losses in our portfolio and a decrease in revenues, net income and assets. Unfavorable economic conditions also could increase our funding costs, limit our access to the capital markets or result in a decision by lenders not to extend credit to us. These events could prevent us from increasing investments and harm our operating results.

***Defaults by our portfolio companies will harm our operating results.***

A portfolio company's failure to satisfy financial or operating covenants imposed by us or other lenders could lead to defaults and, potentially, termination of its loans and foreclosure on its secured assets, which could trigger cross-defaults under other agreements and jeopardize a portfolio company's ability to meet its obligations under the debt or equity securities that we hold. We may incur expenses to the extent necessary to seek recovery upon default or to negotiate new terms, which may include the waiver of certain financial covenants, with a defaulting portfolio company.

***Prepayments of our debt investments by our portfolio companies could adversely impact our results of operations and reduce our return on equity.***

We are subject to the risk that the investments we make in our portfolio companies may be repaid prior to maturity. When this occurs, we will generally reinvest these proceeds in temporary investments, pending their future investment in new portfolio companies. These temporary investments will typically have substantially lower yields than the debt being prepaid and we could experience significant delays in reinvesting these amounts. Any future investment in a new portfolio company may also be at lower yields than the debt that was repaid. As a result, our results of operations could be materially adversely affected if one or more of our portfolio companies elect to prepay amounts owed to us. Additionally, prepayments could negatively impact our return on equity, which could result in a decline in the market price of our common stock.

***Changes in interest rates may affect our cost of capital and net investment income.***

Most of our debt investments will bear interest at fixed rates and the value of these investments could be negatively affected by increases in market interest rates. In addition, an increase in interest rates would make it more expensive to use debt to finance our investments. As a result, a significant increase in market interest rates could both reduce the value of our portfolio investments and increase our cost of capital, which would reduce our net investment income. Conversely, a decrease in interest rates may have an adverse impact on our returns by requiring us to seek lower yields on our debt investments and by increasing the risk that our portfolio companies will prepay our debt investments, resulting in the need to redeploy capital at potentially lower rates.

***We may not realize gains from our equity investments.***

Certain investments that we have made in the past and may make in the future include warrants or other equity securities. Investments in equity securities involve a number of significant risks, including the risk of further dilution as a result of

additional issuances, inability to access additional capital and failure to pay current distributions. Investments in preferred securities involve special risks, such as the risk of deferred distributions, credit risk, illiquidity and limited voting rights. In addition, we may from time to time make non-control, equity co-investments in companies in conjunction with private equity sponsors. Our goal is ultimately to realize gains upon our disposition of such equity interests. However, the equity interests we receive may not appreciate in value and, in fact, may decline in value. Accordingly, we may not be able to realize gains from our equity interests, and any gains that we do realize on the disposition of any equity interests may not be sufficient to offset any other losses we experience. We also may be unable to realize any value if a portfolio company does not have a liquidity event, such as a sale of the business, recapitalization or public offering, which would allow us to sell the underlying equity interests. We often seek puts or similar rights to give us the right to sell our equity securities back to the portfolio company issuer. We may be unable to exercise these puts rights for the consideration provided in our investment documents if the issuer is in financial distress.

### **Risks Relating to Our Common Stock**

***We may be unable to invest a significant portion of the net proceeds of our recent Offering on acceptable terms in the timeframe contemplated.***

Delays in investing the net proceeds from our recent Offering may cause our performance to be worse than that of other fully invested business development companies or other lenders or investors pursuing comparable investment strategies. We cannot assure you that we will be able to identify any investments that meet our investment objective or that any investment that we make will produce a positive return. We may be unable to invest the net proceeds from our Offering on acceptable terms within the time period that we anticipate or at all, which could harm our financial condition and operating results.

We anticipate that, depending on market conditions, it may take us up to twelve months to invest substantially all of the net proceeds from the Offering in securities meeting our investment objective. During this period, we will invest the net proceeds from the Offering primarily in cash, cash equivalents, U.S. government securities, repurchase agreements and high-quality debt instruments maturing in one year or less from the time of investment, which may produce returns that are significantly lower than the returns which we expect to achieve when our portfolio is fully invested in securities meeting our investment objective. As a result, any dividends that we pay during this period may be substantially lower than the dividends that we may be able to pay when our portfolio is fully invested in securities meeting our investment objective. In addition, until such time as the net proceeds from the Offering are invested in securities meeting our investment objective, the market price for our common stock may decline.

***Shares of closed-end investment companies, including BDCs, may trade at a discount to their net asset value.***

Shares of closed-end investment companies, including business development companies, may trade at a discount from net asset value. This characteristic of closed-end investment companies and business development companies is separate and distinct from the risk that our net asset value per share may decline. We cannot predict whether our common stock will always trade at, above or below net asset value.

***Investing in our common stock may involve an above average degree of risk.***

The investments we make in accordance with our investment objective may result in a higher amount of risk than alternative investment options and a higher risk of volatility or loss of principal. Our investments in portfolio companies may be highly speculative, and therefore, an investment in our shares may not be suitable for someone with lower risk tolerance.

***The market price of our common stock may fluctuate significantly.***

The market price and liquidity of the market for shares of our common stock may be significantly affected by numerous factors, some of which are beyond our control and may not be directly related to our operating performance. These factors include:

- significant volatility in the market price and trading volume of securities of business development companies or other companies in our sector, which are not necessarily related to the operating performance of these companies;
- changes in regulatory policies or tax guidelines, particularly with respect to RICs, business development companies or SBICs;
- loss of RIC status or the Existing Fund's status as an SBIC;
- changes in earnings or variations in operating results;

- changes in the value of our portfolio of investments;
- any shortfall in revenue or net income or any increase in losses from levels expected by investors or securities analysts;
- departure of our key personnel; and
- general economic trends and other external factors.

***Provisions of the Maryland General Corporation Law and our articles of incorporation and bylaws could deter takeover attempts and have an adverse impact on the price of our common stock.***

The Maryland General Corporation Law and our articles of incorporation and bylaws contain provisions that may have the effect of discouraging, delaying or making difficult a change in control of our company or the removal of our incumbent directors. Specifically, our board of directors may adopt resolutions to classify our board of directors so that stockholders do not elect every director on an annual basis. Also, our articles of incorporation provide that a director may be removed only for cause by the vote of at least two-thirds of the votes entitled to be cast for the election of directors generally. In addition, our bylaws provide that a special meeting of stockholders may be called by the stockholders only upon the written request of the stockholders entitled to cast at least a majority of all the votes entitled to be cast at the meeting.

In addition, subject to the provisions of the 1940 Act, our articles of incorporation permit our board of directors, without stockholder action, to authorize the issuance of shares of stock in one or more classes or series, including preferred stock. Subject to compliance with the 1940 Act, our board of directors may, without stockholder action, amend our articles of incorporation to increase the number of shares of stock of any class or series that we have authority to issue. The existence of these provisions, among others, may have a negative impact on the price of our common stock and may discourage third party bids for ownership of our company. These provisions may prevent any premiums being offered to you for shares of our common stock.

**Item 1B. *Unresolved Staff Comments.***

Not applicable.

**Item 2. *Properties.***

Neither we nor the Existing Fund own any real estate or other physical properties materially important to our operation or any of our subsidiaries. Currently, we lease approximately 5,850 square feet of office space located at 3600 Glenwood Avenue, Suite 104, Raleigh, North Carolina 27612. We believe that our current facilities are adequate for our business as we intend to conduct it.

**Item 3. *Legal Proceedings.***

Neither Triangle Capital Corporation nor Triangle Mezzanine Fund LLLP is a party to any pending legal proceedings.

**Item 4. *Submission of Matters to a Vote of Security Holders.***

Not applicable.

**PART II**

**Item 5. *Market for Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities.***

**Common Stock and Holders**

Our common stock began trading on the Nasdaq Global Market under the symbol “TCAP” on February 15, 2007. Prior to that date, there was no established public trading market for our common stock. On March 22, 2007, the last sale price of our common stock on the Nasdaq Global Market was \$13.87 per share and there were approximately 59 holders of record of the common stock. This number does not include shareholders for whom shares are held in “nominee” or “street” name.

**Dividend Policy**

We have never paid a cash dividend on our common stock. However, if we qualify as a RIC, we intend to distribute quarterly dividends to our stockholders following the effective date of such election. In order to avoid certain excise taxes

imposed on RICs, we currently intend to distribute during each calendar year an amount at least equal to the sum of (1) 98% of our ordinary income for the calendar year, (2) 98% of our capital gains in excess of capital losses for the one year period ending on October 31 of the calendar year, and (3) any ordinary income and net capital gains for the preceding year that were not distributed during such year. We will not be subject to excise taxes on amounts on which we are required to pay corporate income tax (such as retained net capital gains). In order to obtain the tax benefits applicable to RICs, we will be required to distribute to our stockholders with respect to each taxable year at least 90% of our ordinary income and realized net short-term capital gains in excess of realized net long-term capital losses. We currently intend to retain for investment realized net long-term capital gains in excess of realized net short-term capital losses. We generally intend to make deemed distributions to our stockholders of any retained net capital gains. If this happens, our stockholders will be treated as if they received an actual distribution of the capital gains we retain and then reinvested the net after-tax proceeds in our common stock. Our stockholders also may be eligible to claim a tax credit (or, in certain circumstances, a tax refund) equal to their allocable share of the tax we paid on the capital gains deemed distributed to them. Please refer to “Material U.S. Federal Income Tax Considerations” for further information regarding the consequences of our retention of net capital gains. We may, in the future, make actual distributions to our stockholders of some or all realized net long-term capital gains in excess of realized net short-term capital losses. We can offer no assurance that we will achieve results that will permit the payment of any cash distributions and, if we issue senior securities, we will be prohibited from making distributions if doing so causes us to fail to maintain the asset coverage ratios stipulated by the 1940 Act or if distributions are limited by the terms of any of our borrowings. See “Regulation.”

We have adopted a dividend reinvestment plan that provides for reinvestment of our distributions on behalf of our stockholders, unless a stockholder elects to receive cash as provided below. As a result, if our board of directors authorizes, and we declare, a cash dividend, then our stockholders who have not “opted out” of our dividend reinvestment plan will have their cash dividends automatically reinvested in additional shares of our common stock, rather than receiving the cash dividends.

No action will be required on the part of a registered stockholder to have their cash dividend reinvested in shares of our common stock. A registered stockholder may elect to receive an entire dividend in cash by notifying The Bank of New York, the plan administrator and our transfer agent and registrar, in writing so that such notice is received by the plan administrator no later than the record date for dividends to stockholders. The plan administrator will set up an account for shares acquired through the plan for each stockholder who has not elected to receive dividends in cash and hold such shares in non-certificated form. Upon request by a stockholder participating in the plan, received in writing not less than 10 days prior to the record date, the plan administrator will, instead of crediting shares to the participant’s account, issue a certificate registered in the participant’s name for the number of whole shares of our common stock and a check for any fractional share. Those stockholders whose shares are held by a broker or other financial intermediary may receive dividends in cash by notifying their broker or other financial intermediary of their election.

We intend to use primarily newly issued shares to implement the plan, so long as our shares are trading at or above net asset value. If our shares are trading below net asset value, we intend to purchase shares in the open market in connection with our implementation of the plan. The number of shares to be issued to a stockholder is determined by dividing the total dollar amount of the dividend payable to such stockholder by the market price per share of our common stock at the close of regular trading on the Nasdaq Global Market on the dividend payment date. Market price per share on that date will be the closing price for such shares on the Nasdaq Global Market or, if no sale is reported for such day, at the average of their reported bid and asked prices. The number of shares of our common stock to be outstanding after giving effect to payment of the dividend cannot be established until the value per share at which additional shares will be issued has been determined and elections of our stockholders have been tabulated.

There will be no brokerage charges or other charges to stockholders who participate in the plan. We will pay the plan administrator’s fees under the plan. If a participant elects by written notice to the plan administrator to have the plan administrator sell part or all of the shares held by the plan administrator in the participant’s account and remit the proceeds to the participant, the plan administrator is authorized to deduct a \$15.00 transaction fee plus a \$0.10 per share brokerage commissions from the proceeds.

Stockholders who receive dividends in the form of stock generally are subject to the same federal, state and local tax consequences as are stockholders who elect to receive their dividends in cash. A stockholder’s basis for determining gain or loss upon the sale of stock received in a dividend from us will be equal to the total dollar amount of the dividend payable to the stockholder. Any stock received in a dividend will have a holding period for tax purposes commencing on the day following the day on which the shares are credited to the U.S. stockholder’s account.

Participants may terminate their accounts under the plan by notifying the plan administrator via its website at <https://www.stockbny.com>, by filling out the transaction request form located at the bottom of their statement and sending it to the plan administrator at The Bank of New York, Investors Services Department, P.O. Box 1958, Newark, New Jersey 07101-9774, or by calling the plan administrator’s at (800) 524-4458.

We may terminate the plan upon notice in writing mailed to each participant at least 30 days prior to any record date for the payment of any dividend by us. All correspondence concerning the plan should be directed to the plan administrator by mail at The Bank of New York, Investor Services Department, P.O. Box 1958, Newark, New Jersey 07101-9774.

Our ability to make distributions will be limited by the asset coverage requirements under the 1940 Act. For a more detailed discussion, see “Regulation.”

### **Equity Compensation Plans**

For information concerning our Equity Compensation Plans, please see “Securities Authorized for Issuance Under Equity Compensation Plans” in Item 12, “Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters” below.

### **Use of Proceeds from Registered Securities**

On February 13, 2007, the SEC declared effective our first registration statement, filed on Form N-2 (File No. 333-138418) under the Securities Act of 1933 in connection with the recent Offering of our common stock. Morgan Keegan & Company, Inc., BB&T Capital Markets, Avondale Partners, and Sterne, Agee & Leach, Inc. acted as the underwriters for the Offering.

Our common stock began trading on The Nasdaq Global Market under the trading symbol “TCAP” on February 15, 2007. We sold 4,770,000 shares of common stock in our initial public offering at \$15.00 per share. The Offering terminated after the sale of all of the securities registered on the registration statement and the expiration of the underwriters’ over-allotment option. The aggregate gross proceeds from the shares of common stock sold were \$71.6 million. We paid the underwriters a commission of \$4.9 million and incurred offering expenses estimated at \$1.5 million. After deducting the underwriters’ commission and the estimated offering expenses, we received net proceeds of approximately \$65.2 million.

We intend to contribute approximately \$41.0 million of the net proceeds from the Offering to the Existing Fund to invest in lower middle market companies in accordance with our investment objective and strategies described in this Annual Report. Based on current market conditions, we anticipate that it may take up to twelve months to fully invest the net proceeds we contribute to the Existing Fund depending on the availability of investment opportunities that are consistent with our investment objective and strategies. However, if market conditions change, it may take us longer than twelve months to fully invest the net proceeds from the Offering. Pending such use, we will invest the net proceeds primarily in short-term securities consistent with our BDC election and our election to be taxed as a RIC. See “Regulation — Temporary Investments.” In addition, we will have the ability to use SBA-guaranteed leverage to make additional investments, subject to the limitations described elsewhere in this Annual Report.

We will retain the balance of the net proceeds from the Offering to pay certain expenses, dividends required in order to maintain our status as a RIC, amounts needed to implement our dividend reinvestment plan, and for general corporate purposes. We have and will continue to invest retained cash in short-term securities consistent with our BDC election and our election to be taxed as a RIC, but could use all or a portion of these funds for portfolio investments in the future.

None of the expenses, or application of the net proceeds, were paid, directly or indirectly, to directors, officers or persons owning 10% or more of our common stock or to their associates, or to our affiliates.



**Item 6. Selected Financial Data.**

The selected historical financial and other data below reflects the operations of the Existing Fund. The selected financial data at and for the fiscal years ended December 31, 2003, 2004, 2005 and 2006 have been derived from our financial statements that have been audited by Ernst & Young LLP, an independent registered public accounting firm. You should read this selected financial and other data in conjunction with our "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the financial statements and notes thereto.

|   | <b>Year Ended December 31,</b> |             |             |             |
|---|--------------------------------|-------------|-------------|-------------|
|   | <u>2003</u>                    | <u>2004</u> | <u>2005</u> | <u>2006</u> |
|   | <i>(Dollars in thousands)</i>  |             |             |             |
| <b>Income statement data:</b>                                       |                                |             |             |             |
| Investment income:  |                                |             |             |             |
| Total interest, fee and dividend income                             | \$ 26                          | \$ 1,969    | \$ 5,855    | \$ 6,443    |
| Interest income from cash and cash equivalent investments           | 15                             | 18          | 108         | 280         |
| Total investment income   | 41                             | 1,987       | 5,963       | 6,723       |
| Expenses:   |                                |             |             |             |
| Interest expense  | —                              | 339         | 1,543       | 1,834       |
| Amortization of deferred financing fees                             | —                              | 38          | 90          | 100         |
| Management fees   | 1,048                          | 1,564       | 1,574       | 1,589       |
| General and administrative expenses                                 | 165                            | 83          | 58          | 115         |
| Total expenses  | 1,213                          | 2,024       | 3,265       | 3,638       |
| Net investment income (loss)  | (1,172)                        | (37)        | 2,698       | 3,085       |
| Net realized gain (loss) on investments — non-control/non-affiliate | —                              | —           | (3,500)     | 6,027       |
| Net unrealized appreciation (depreciation) of investments           | —                              | (1,225)     | 3,975       | (415)       |
| Total net gain (loss) on investments                                | —                              | (1,225)     | 475         | 5,612       |
| Net increase (decrease) in net assets resulting from operations     | \$ (1,172)                     | \$ (1,262)  | \$ 3,173    | \$ 8,697    |
| <b>Balance sheet data:</b>  |                                |             |             |             |
| Assets:   |                                |             |             |             |
| Investments at fair value   | \$ —                           | \$19,701    | \$37,144    | \$54,996    |
| Deferred loan origination revenue                                   | (35)                           | (537)       | (602)       | (774)       |
| Cash and cash equivalents   | 2,973                          | 2,849       | 6,067       | 2,525       |
| Interest and fees receivable  | —                              | 98          | 50          | 135         |
| Receivable from Triangle Capital Corporation                        | —                              | —           | —           | 318         |
| Deferred financing fees   | —                              | 823         | 1,085       | 985         |
| Total assets  | \$ 2,938                       | \$22,934    | \$43,744    | \$58,185    |
| Liabilities and partners' capital:                                  |                                |             |             |             |
| Accounts payable and accrued liabilities                            | \$ 10                          | \$ —        | \$ 13       | \$ 92       |
| Interest payable  | —                              | 230         | 566         | 606         |
| Partners distribution payable                                       | —                              | —           | —           | 532         |
| SBA-guaranteed debentures payable                                   | —                              | 17,700      | 31,800      | 31,800      |
| Total liabilities   | 10                             | 17,930      | 32,379      | 33,030      |
| Total partners' capital   | 2,928                          | 5,004       | 11,365      | 25,155      |
| Total liabilities and partners' capital                             | \$ 2,938                       | \$22,934    | \$43,744    | \$58,185    |
| <b>Other data:</b>  |                                |             |             |             |
| Weighted average yield on investments                               | —                              | 15.5%       | 14.2%       | 13.3%       |
| Number of portfolio companies                                       | —                              | 6           | 12          | 19          |
| <b>Expense ratios (as percentage of average net assets):</b>        |                                |             |             |             |
| Operating expenses  | 107.4%                         | 32.2%       | 21.3%       | 8.3%        |
| Interest expense and deferred financing fees                        | —                              | 7.4         | 21.4        | 9.5         |
| Total expenses  | 107.4%                         | 39.6%       | 42.7%       | 17.8%       |

## **Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.**

*The information in this section contains forward-looking statements that involve risks and uncertainties. Please see "Risk Factors" and "Special Note Regarding Forward-Looking Statements" for a discussion of the uncertainties, risks and assumptions associated with these statements. You should read the following discussion in conjunction with the combined financial statements and related notes and other financial information appearing elsewhere in this Annual Report.*

### **Overview**

Triangle Capital Corporation is a Maryland corporation incorporated on October 10, 2006, for the purpose of acquiring the Existing Fund and TML, raising capital in our recent Offering, which was completed in February 2007 and thereafter operating as an internally managed BDC under the 1940 Act. The Existing Fund is licensed as a small business investment company, or SBIC, by the United States Small Business Administration, or SBA, and has also elected to be treated as a BDC. The Existing Fund has invested primarily in debt instruments, equity investments, warrants and other securities of lower middle market privately held companies located primarily in the United States. Upon the consummation of the Offering, we completed the formation transactions described in Item 1 of Part I of this Annual Report, at which time the Existing Fund became our wholly owned subsidiary, and the former partners of the Existing Fund became our stockholders.

Our business is to provide capital to lower middle market companies in the United States with an emphasis on the Southeast. We define lower middle market companies as those with annual revenues between \$10.0 and \$100.0 million. We focus on investments in companies with a history of generating revenues and positive cash flows, an established market position and a proven management team with a strong operating discipline. Our target portfolio company has annual revenues between \$20.0 and \$75.0 million and annual EBITDA between \$2.0 and \$10.0 million.

We invest primarily in senior subordinated debt securities secured by second lien security interests in portfolio company assets, coupled with equity interests. Historically, our investments have ranged from \$2.0 to \$4.0 million due to investment limitations imposed by the SBA based on the Existing Fund's size. In certain situations, we have partnered with other funds to provide larger financing commitments. With the additional capital from the Offering, we intend to increase our financing commitments to between \$5.0 and \$15.0 million per portfolio company. The Existing Fund is eligible to sell debentures guaranteed by the SBA to the capital markets at favorable interest rates and invest these funds in portfolio companies. We intend to continue to operate the Existing Fund as an SBIC, subject to SBA approval, and to utilize the proceeds of the sale of SBA-guaranteed debentures, referred to herein as SBA leverage, to enhance returns to our stockholders. As of December 31, 2006, we had investments in 19 portfolio companies with an aggregate cost of \$52.7 million.

### **Critical Accounting Policies and Use of Estimates**

The preparation of our financial statements in accordance with accounting principles generally accepted in the United States requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses for the periods covered by such financial statements. We have identified investment valuation and revenue recognition as our most critical accounting estimates. On an on-going basis, we evaluate our estimates, including those related to the matters described below. These estimates are based on the information that is currently available to us and on various other assumptions that we believe to be reasonable under the circumstances. Actual results could differ materially from those estimates under different assumptions or conditions. A discussion of our critical accounting policies follows.

### **Investment Valuation**

The most significant estimate inherent in the preparation of our financial statements is the valuation of investments and the related amounts of unrealized appreciation and depreciation of investments recorded. We value our investment portfolio each quarter. We have engaged Duff & Phelps, LLC, an independent valuation firm, to assist us in our valuation process.

Securities that are publicly traded, if any, are valued at the closing price of the exchange or securities market on which they are listed on the valuation date. Securities that are not traded on a public exchange or securities market but for which a limited market exists are valued at the indicative bid price offered on the valuation date. As of December 31, 2006, none of the debt securities in our portfolio were publicly traded or had a limited market and there was a limited market for one of the equity securities we owned.

Debt and equity securities that are not publicly traded and for which a limited market does not exist are valued at fair value as determined in good faith by our board of directors. There is no single standard for determining fair value in good faith, as fair value depends upon circumstances of each individual case. In general, fair value is the amount that we might reasonably

expect to receive upon the current sale of the security which for investments that are less than nine months old typically equates to our original cost basis, unless there has been significant over-performance or under-performance by the portfolio company. In making the good faith determination of the value of these securities, we start with the cost basis of the security, which includes the amortized original issue discount, and PIK interest, if any. Management evaluates our investments in portfolio companies using the most recent portfolio company financial statements and forecasts. Management also consults with portfolio company senior management to obtain further updates on the portfolio company's performance, including information such as industry trends, new product development and other operational issues. In addition, when evaluating equity securities of private companies, we consider standard valuation techniques used by major valuation firms. These valuation techniques consist of: discounted cash flow of the expected sale price in the future, valuation of the securities based on recent sales in comparable transactions, and a review of similar companies that are publicly traded and the market multiple of their equity securities.

Unrealized appreciation or depreciation on portfolio investments are recorded as increases or decreases in investments on the balance sheets and are separately reflected on the statements of operations in determining net increase or decrease in net assets resulting from operations.

Using the investment rating designation described elsewhere in this document, we seek to determine the value of the security as if we intended to sell the security at the time of the valuation. To estimate the current sale price of the security, we consider some or all of the following factors:

- financial standing of the issuer of the security;
- comparison of the business and financial plan of the issuer with actual results;
- the size of the security held as it relates to the liquidity of the market for such security;
- pending public offering of common stock by the issuer of the security;
- pending reorganization activity affecting the issuer, such as merger or debt restructuring;
- ability of the issuer to obtain needed financing;
- changes in the economy affecting the issuer;
- financial statements and reports from portfolio company senior management and ownership;
- the type of security, the security's cost at the date of purchase and any contractual restrictions on the disposition of the security;
- discount from market value of unrestricted securities of the same class at the time of purchase;
- special reports prepared by analysts;
- information as to any transactions or offers with respect to the security and/or sales to third parties of similar securities;
- the issuer's ability to make payments and the type of collateral;
- the current and forecasted earnings of the issuer;
- statistical ratios compared to lending standards and to other similar securities; and
- other pertinent factors.

Due to the uncertainty inherent in the valuation process, such estimates of fair value may differ significantly from the values that would have been obtained had a ready market for the securities existed, and the differences could be material. Additionally, changes in the market environment and other events that may occur over the life of the investments may cause the gains or losses ultimately realized on these investments to be different than the valuations currently assigned.

### ***Revenue Recognition***

#### *Interest and Dividend Income*

Interest income, adjusted for amortization of premium and accretion of original issue discount, is recorded on the accrual basis to the extent that such amounts are expected to be collected. We stop accruing interest on investments and write off any previously accrued and uncollected interest when it is determined that interest is no longer considered collectible. Dividend income is recorded on the ex-dividend date.

#### *Fee Income*

Loan origination, facility, commitment, consent and other advance fees received by us on loan agreements or other investments are recorded as deferred income and recognized as income over the term of the loan.

### *Payment-in-Kind Interest (PIK)*

We currently hold, and we expect to hold in the future, some loans in our portfolio that contain a PIK interest provision. The PIK interest, computed at the contractual rate specified in each loan agreement, is added to the principal balance of the loan, rather than being paid to us in cash, and recorded as interest income. To maintain our status as a RIC, this non-cash source of income must be paid out to stockholders in the form of dividends, even though we have not yet collected the cash. We will stop accruing PIK interest and write off any accrued and uncollected interest when it is determined that PIK interest is no longer collectible.

## **Discussion and Analysis of Results of Operations**

### ***Comparison of years ended December 31, 2006 and December 31, 2005***

#### *Investment Income*

For the year ended December 31, 2006, total investment income was \$6.7 million, a 12.7% increase from \$6.0 million of total investment income for the year ended December 31, 2005. The increase was primarily attributable to a \$0.8 million increase in total loan interest, fee and dividend income due to the addition of 11 new investments totaling \$25.0 million which were closed during the year ended December 31, 2006.

#### *Expenses*

For the year ended December 31, 2006, expenses increased by 11.4% to \$3.6 million from \$3.3 million for the year ended December 31, 2005. The increase in expenses was primarily attributable to a \$0.3 million increase in interest expense relating to our SBA-guaranteed debentures, of which there were \$31.8 million outstanding for the entire year ended December 31, 2006, and which had an average balance outstanding substantially less than that amount during the year ended December 31, 2005. During May 2005, the Existing Fund increased its SBA-guaranteed debentures by \$9.5 million to a total of \$31.8 million.

#### *Net Investment Income*

As a result of the \$0.8 million increase in total investment income and the \$0.4 million increase in expenses, net investment income for the year ended December 31, 2006, was \$3.1 million compared to net investment income of \$2.7 million during the year ended December 31, 2005.

#### *Net Increase (Decrease) in Net Assets Resulting From Operations*

For the year ended December 31, 2006, net realized gains on investments were \$6.0 million as compared to a net realized loss of \$3.5 million during the year ended December 31, 2005. During 2006, we experienced a realized gain on two investments. During the year ended December 31, 2006, we recorded net unrealized depreciation of investments in the amount of \$0.4 million, comprised primarily of an unrealized loss on one investment in the amount of \$1.5 million and an unrealized loss on a second investment of \$0.1 million, offset by net unrealized gains on nine other investments totaling \$3.8 million. The remaining amount of the net unrealized depreciation related to the reclassification of an unrealized gain to a realized gain on one investment in the amount of \$2.7 million.

As a result of these events, our net increase in net assets from operations during the year ended December 31, 2006 was \$8.7 million as compared to \$3.2 million for the year ended December 31, 2005.

### ***Comparison of years ended December 31, 2005 and December 31, 2004***

#### *Investment Income*

For the year ended December 31, 2005, total investment income was \$6.0 million, a 200.1% increase over the \$2.0 million of total investment income for the year ended December 31, 2004. The increase was primarily attributable to a \$3.1 million increase in total loan interest, fee and dividend income and a \$0.8 million increase in total PIK interest income. These increases were primarily attributable to the addition of ten new investments totaling \$29.1 million that were closed during the year ended December 31, 2005.

#### *Expenses*

For the year ended December 31, 2005, expenses increased by approximately 61.3%, to approximately \$3.3 million from \$2.0 million for the year ended December 31, 2004. The increase in expenses was primarily attributable to a \$1.2 million

increase in interest expense relating to SBA-guaranteed debentures which totaled \$31.8 million as of December 31, 2005, as compared to \$17.7 million as of December 31, 2004. The incremental SBA-guaranteed debentures were issued to fund new investment activity during 2005.

#### *Net Investment Income*

As a result of the \$4.0 million increase in total investment income as compared to the \$1.2 million increase in expenses, net investment income for the year ended December 31, 2005 was \$2.7 million compared to a net investment loss of less than \$0.1 million during the year ended December 31, 2004.

#### *Net Increase (Decrease) in Net Assets Resulting From Operations*

For the year ended December 31, 2005, net realized loss on investments was \$3.5 million. There were no net realized losses during the year ended December 31, 2004. The realized loss during 2005 related to the write-off of one investment. During the year ended December 31, 2005, we recorded net unrealized appreciation in the amount of \$4.0 million comprised of \$2.8 million related to write ups of our equity positions in two portfolio companies and the reclassification of an unrealized loss to a realized loss in the amount of \$1.2 million.

As a result of these events, our net increase in net assets resulting from operations during the year ended December 31, 2005 was \$3.2 million as compared to a net decrease of \$1.3 million during the year December 31, 2004.

#### *Liquidity and Capital Resources*

We believe that our current cash and cash equivalents on hand, our anticipated cash flows from operations and the proceeds from our recent Offering will be adequate to meet our cash needs for our daily operations for at least the next twelve months.

#### *Cash Flows*

For the year ended December 31, 2006, we experienced a net decrease in cash and cash equivalents in the amount of \$3.5 million. During that period, we used \$8.8 million in cash to fund operating activities and we generated \$5.3 million of cash from financing activities, consisting of limited partner capital contributions in the amount of \$10.6 million offset by a cash distribution to limited partners in the amount of \$5.0 million and payments made for public offering costs of \$0.3 million which were recorded as a receivable from Triangle Capital Corporation. We invested the entire \$10.6 million of cash from the limited partner capital contributions in new subordinated debt investments during 2006. As of December 31, 2006, all limited partners in the Existing Fund had fully funded their committed capital. At December 31, 2006, we had \$2.5 million of cash on hand.

For the year ended December 31, 2005, we experienced a net increase in cash and cash equivalents in the amount of \$3.2 million. During that period, we used \$13.7 million in cash to fund operating activities and we generated \$16.9 million of cash from financing activities, consisting of borrowings under SBA-guaranteed debentures in the amount of \$14.1 million and limited partner capital contributions in the amount of \$3.2 million. These amounts were offset by financing fees paid by us in the amount of \$0.4 million. We invested the entire \$16.9 million of cash from financing activities in ten new investments during 2005.

For the year ended December 31, 2004, we experienced a net decrease in cash and cash equivalents in the amount of \$0.1 million. During that period we used \$20.3 million in cash to fund operating activities and we generated \$20.2 million from financing activities, consisting of borrowings under SBA-guaranteed debentures in the amount of \$17.7 million and limited partner capital contributions in the amount of \$3.3 million. These amounts were offset by financing fees paid by us in the amount of \$0.9 million. We invested the entire \$20.2 million of cash from financing activities in six new investments during 2004.

#### *Financing Transactions*

Due to the Existing Fund's status as a licensed SBIC, the Existing Fund has the ability to issue debentures guaranteed by the SBA at favorable interest rates. Under the Small Business Investment Act and the SBA rules applicable to SBICs, an SBIC (or group of SBICs under common control) can have outstanding at any time debentures guaranteed by the SBA in an amount up to twice the amount of its regulatory capital, which generally is the amount raised from private investors. The maximum statutory limit on the dollar amount of outstanding debentures guaranteed by the SBA issued by a single SBIC as of December 31, 2006 is currently \$127.2 million (which amount is subject to increase on an annual basis based on cost of living increases).

Debentures guaranteed by the SBA have a maturity of ten years, with interest payable semi-annually. The principal amount of the debentures is not required to be paid before maturity but may be pre-paid at any time. Debentures issued prior to September 2006 were subject to pre-payment penalties during their first five years. Those pre-payment penalties no longer apply to debentures issued after September 1, 2006. As of December 31, 2006, the Existing Fund had issued \$31.8 million of debentures guaranteed by the SBA, which debentures had a weighted average interest rate of 5.77% per annum. Based on its \$21.3 million regulatory capital, the Existing Fund has the current capacity to issue up to an additional \$10.7 million of debentures guaranteed by the SBA.

Following our Offering in February 2007, the Existing Fund is currently able to have up to the \$127.2 statutory maximum outstanding in debentures guaranteed by the SBA.

### ***Recently Issued Accounting Standards***

In December 2004, the Financial Accounting Standards Board (FASB) issued FASB Statement No. 123 (revised 2004), *Share Based Payment* (SFAS 123R), which is a revision of FASB Statement No. 123, *Accounting for Stock-Based Compensation* (SFAS 123). This statement supersedes APB Opinion 25, *Accounting for Stock Issued to Employees* (APB 25), and amends FASB Statement No. 95, *Statement of Cash Flows*. Generally, the approach in SFAS 123R is similar to the approach described in SFAS 123; however, SFAS 123R requires all share-based payments to employees, including grants of employee stock options, to be recognized in the income statement based on their fair values. Pro forma disclosure is no longer an alternative.

We have not issued any share-based payment awards since inception, however if we issue share-based payment awards in the future, the implementation of SFAS 123R's fair value method may result in significant non-cash charges which will increase reported operating expenses; however, it will have no impact on cash flows. The impact of the implementation of SFAS 123R cannot be predicted at this time because it will depend on the level of share-based payments granted in the future.

In February 2006, the FASB issued FASB Statement No. 155, *Accounting for Certain Hybrid Financial Instruments*, an amendment of FASB Statements No. 133 and 140. This Statement is effective for all financial instruments acquired or issued after the beginning of an entity's first fiscal year that begins after September 15, 2006. The adoption of this statement is not expected to have a material impact on our financial position, or results of operations or cash flows.

In July 2006, the FASB released FASB Interpretation No. 48 *Accounting for Uncertainty in Income Taxes* (FIN 48). FIN 48 provides guidance for how uncertain tax positions should be recognized, measured, presented and disclosed in the financial statements. FIN 48 requires the evaluation of tax positions taken or expected to be taken in the course of preparing The Company's tax returns to determine whether the tax positions are "more-likely-than-not" of being sustained by the applicable tax authority. Tax positions not deemed to meet the more-likely-than-not threshold would be recorded as a tax benefit or expense in the current year. Adoption of FIN 48 is required for fiscal years beginning after December 15, 2006 and is to be applied to all open tax years as of the effective date. At this time, management is evaluating the implications of FIN 48 and its impact in the financial statements has not yet been determined.

In September 2006, the FASB issued Statement of Financial Accounting Standards No. 157 *Fair Value Measurements* (SFAS 157), which defines fair value, establishes a framework for measuring fair value in generally accepted accounting principles ("GAAP"), and expands disclosures about fair value measurements. This Statement applies under other accounting pronouncements that require or permit fair value measurements, the FASB having previously concluded in those accounting pronouncements that fair value is the relevant measurement attribute. SFAS 157 is effective for financial statements issued for fiscal years beginning after November 15, 2007, and interim periods within those fiscal years. We are currently evaluating the impact on our financial statements of adopting SFAS 157.

In September 2006, the SEC issued Staff Accounting Bulletin No. 108 (SAB 108). SAB 108 provides guidance on the consideration of prior year misstatements in quantifying current year misstatements for the purpose of a materiality assessment. The staff of the Securities and Exchange Commission (the "Staff") believes registrants must quantify the impact of correcting all misstatements, including both carryover and reversing effects of prior year misstatements, on a company's current year Consolidated Financial Statements. The Staff prescribes two approaches to assessing the materiality of misstatements: the "rollover" approach, which quantifies misstatements based on the amount of error originating in the current year income statement and the "iron curtain approach," which quantifies misstatements based on the effects of correcting the cumulative effect existing in the balance sheet at the end of the current year. If under either approach, misstatements are deemed material, a company is required to adjust its financial statements, including correcting prior year financial statements, even if such correction was, and continues to be, immaterial to the prior year financial statements. Correcting prior year financial statements for immaterial errors would not require a company to amend previously filed reports, and such corrections may be made the next time the company files its prior year statements. We do not have any adjustments resulting from the application of SAB 108, which was effective for the first fiscal year ending after November 15, 2006.

### **Off-Balance Sheet Arrangements**

We currently have no off-balance sheet arrangements.

### **Quantitative and Qualitative Disclosure About Market Risk**

We are subject to financial market risks, including changes in interest rates. Changes in interest rates affect both our cost of funding and the valuation of our investment portfolio. Our risk management systems and procedures are designed to identify and analyze our risk, to set appropriate policies and limits and to continually monitor these risks and limits by means of reliable administrative and information systems and other policies and programs. Our investment income is affected by changes in various interest rates, including LIBOR and prime rates. As of December 31, 2006, approximately 93.5% of our investment portfolio bore interest at fixed rates. All of our leverage is currently at fixed rates.

### **Related Party Transactions**

Effective concurrently with the closing of the Offering, TML, the general partner of the Existing Fund, merged into a wholly owned subsidiary of Triangle Capital Corporation. A substantial majority of the ownership interests of TML were owned by Messrs. Tucker, Burgess, Lilly, Long and Parker. As a result of such merger, Messrs. Tucker, Burgess, Lilly, Long and Parker collectively received shares of our common stock valued at approximately \$6.7 million.

Certain members of our management (Garland S. Tucker, III, Tarlton H. Long and David F. Parker) collectively own approximately 67% of Triangle Capital Partners, LLC. Prior to the closing of the Offering, Triangle Capital Partners, LLC provided management and advisory services to the Existing Fund pursuant to a management services agreement dated as of February 3, 2003. Under the terms of this management services agreement, Triangle Capital Partners, LLC received \$1.6 million in management fees from the Existing Fund during each of the fiscal years ended December 31, 2006, 2005 and 2004. This agreement terminated upon the closing of the Offering.

### **Contractual Obligations**

As of December 31, 2006, our future fixed commitments for cash payments are as follows (in thousands):

|  | <b>Total</b>        | <b>2007</b>        | <b>2008 to<br/>2009</b> | <b>2010 to<br/>2011</b> | <b>2012 and<br/>Thereafter</b> |
|--|---------------------|--------------------|-------------------------|-------------------------|--------------------------------|
| SBA guaranteed debentures payable                    | \$31,800,000        | \$ —               | \$ —                    | \$ —                    | \$31,800,000                   |
| Interest due on SBA guaranteed<br>debentures payable | 15,629,788          | 1,833,961          | 3,672,947               | 3,667,922               | 6,454,958                      |
| Accounts payable and accrued<br>liabilities (1)      | 794,983             | 794,983            | —                       | —                       | —                              |
| Operating lease payments                             | 115,964             | 115,964            | —                       | —                       | —                              |
| <b>Total</b>   | <b>\$48,340,735</b> | <b>\$2,744,908</b> | <b>\$3,672,947</b>      | <b>\$3,667,922</b>      | <b>\$38,254,958</b>            |

(1) Accounts payable and accrued liabilities in the above table represent accounts payable and accrued liabilities for both Triangle Capital Corporation and Triangle Mezzanine Fund LLLP combined, as presented in the respective balance sheets for the two companies.

We lease our corporate office facility under an operating lease that terminates on December 31, 2007. We believe that our existing facilities will be adequate to meet our needs at least through 2007, and that we will be able to obtain additional space when, where and as needed on acceptable terms.

### **Item 7A. Quantitative and Qualitative Disclosures About Market Risk.**

See the section entitled “Quantitative and Qualitative Disclosure About Market Risk” included in “Management’s Discussion and Analysis of Financial Condition and Results of Operations” included in Item 7 of Part I of this Annual Report and incorporated by reference herein.

**Item 8. *Financial Statements and Supplementary Data.***

See our Financial Statements included herein and listed in Item 15(a) of this Annual Report.

**Item 9. *Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.***

Not applicable.

**Item 9A. *Controls and Procedures.***

***Evaluation of Disclosure Controls and Procedures***

We maintain disclosure controls and procedures, that are designed to ensure that information required to be disclosed in the reports that we file or submit under the Securities Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. Our Chief Executive Officer and Chief Financial Officer carried out an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures as of the end of the period covered by this report. Based on the evaluation of these disclosure controls and procedures, the Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective. It should be noted that any system of controls, however well designed and operated, can provide only reasonable, and not absolute, assurance that the objectives of the system are met. In addition, the design of any control system is based in part upon certain assumptions about the likelihood of future events. Because of these and other inherent limitations of control systems, there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions, regardless of how remote.

***Changes in Internal Control Over Financial Reporting***

There were no changes in our internal control over financial reporting during the fourth quarter of 2006 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

**Item 9B. *Other Information***

Not applicable.



## PART III

### Item 10. *Directors, Executive Officers and Corporate Governance.*

Our business and affairs are managed under the direction of our board of directors. Our board of directors elects our officers, who serve at the discretion of the board of directors. Day-to-day management of our portfolio is the responsibility of our investment committee. As a result, our investment committee must approve the acquisition and disposition of all of our investments.

#### **Board of Directors and Executive Officers**

Our board of directors consists of eight members, five of whom are classified under applicable Nasdaq listing standards as “independent” directors. Pursuant to our amended and restated articles of incorporation, each member of our board of directors will serve a one year term, with each current director serving until the 2008 annual meeting of stockholders and until his respective successor is duly qualified and elected. Our amended and restated articles of incorporation permit the board of directors to elect directors to fill vacancies that are created either through an increase in the number of directors or due to the resignation, removal or death of any director.

#### *Directors*

Information regarding our board of directors is set forth below. We have divided the directors into two groups — independent directors and interested directors. Interested directors are “interested persons” of Triangle Capital Corporation as defined in Section 2(a) (19) of the 1940 Act. The address for each director is c/o Triangle Capital Corporation, 3600 Glenwood Avenue, Suite 104, Raleigh, North Carolina, 27612.

#### *Independent Directors*

| <b>Name</b>            | <b>Age</b> | <b>Director Since</b> | <b>Expiration of Term</b> |
|------------------------|------------|-----------------------|---------------------------|
| W. McComb Dunwoody     | 62         | January 2007          | 2008 Annual Meeting       |
| Thomas M. Garrott, III | 69         | January 2007          | 2008 Annual Meeting       |
| Benjamin S. Goldstein  | 51         | January 2007          | 2008 Annual Meeting       |
| Simon B. Rich, Jr.     | 62         | January 2007          | 2008 Annual Meeting       |
| Sherwood H. Smith, Jr. | 72         | January 2007          | 2008 Annual Meeting       |

#### *Interested Directors*

| <b>Name</b>            | <b>Age</b> | <b>Director Since</b> | <b>Expiration of Term</b> |
|------------------------|------------|-----------------------|---------------------------|
| Garland S. Tucker, III | 59         | October 2006          | 2008 Annual Meeting       |
| Brent P. W. Burgess    | 41         | October 2006          | 2008 Annual Meeting       |
| Steven C. Lilly        | 37         | October 2006          | 2008 Annual Meeting       |

#### *Executive Officers*

The following persons serve as our executive officers in the following capacities:

| <b>Name</b>            | <b>Age</b> | <b>Position(s) Held with the Company</b>                     |
|------------------------|------------|--|
| Garland S. Tucker, III | 59         | Chairman of the Board, Chief Executive Officer and President |
| Brent P.W. Burgess     | 41         | Director and Chief Investment Officer                        |
| Steven C. Lilly        | 37         | Director, Chief Financial Officer, Secretary and Treasurer   |
| Tarlton H. Long        | 56         | Managing Director  |
| David F. Parker        | 60         | Managing Director  |

In addition to the positions described above, each of our executive officers is a member of our investment committee. The address for each executive officer is c/o Triangle Capital Corporation, 3600 Glenwood Avenue, Suite 104, Raleigh, North Carolina, 27612.

## Biographical Information

### Independent Directors

*W. McComb Dunwoody.* Mr. Dunwoody serves on our Board of Directors and is a member of our compensation committee. He is the founder of The Inverness Group Incorporated, and a Managing Member of Inverness Management LLC, a private equity investment firm that specializes in management buyout transactions. Prior to Inverness, Mr. Dunwoody began the Corporate Finance Department of First City National Bank of Houston as a Senior Vice President. From 1968 to 1975, he worked in New York as an investment banker with The First Boston Corporation and Donaldson, Lufkin & Jenrette. Mr. Dunwoody currently serves on various corporate boards of directors and was formerly the Chairman of the Executive Committee of the Board of Directors of National-Oilwell, Inc. Mr. Dunwoody's community involvement includes the co-founding of Imagine College, an education program serving over 5,000 inner-city students. He received an undergraduate degree in Business Administration from the University of Texas Honors Program.

*Thomas M. Garrott, III.* Mr. Garrott serves on our Board of Directors and is a member of our audit committee and nominating and corporate governance committee. Mr. Garrott is the retired chairman and chief executive officer of National Commerce Financial, which has since merged into SunTrust Banks. Under Mr. Garrott's leadership, NCF earned a national reputation for inventiveness in retail banking delivery systems, having pioneered successfully large-scale, in-store banking since the early 1980s. Active in business and civic activities, Mr. Garrott currently serves on the board of directors of SunTrust Banks, Inc., as well as the Pension Benefit Guaranty Corporation Advisory Committee. In addition, he has served as chairman of the Memphis Area Chamber of Commerce and a member of the Wharton School executive board. Mr. Garrott has a strong interest in education as well, having served on the boards of various schools, including St. Mary's School, The Hutchison School, Presbyterian Day School, The Baylor School and Rhodes College. He holds a bachelor's degree in economics from Vanderbilt University and a Masters in Business Administration from the Wharton School of Finance at the University of Pennsylvania.

*Benjamin S. Goldstein.* Mr. Goldstein serves on our Board of Directors and is a member of our audit committee and compensation committee. He is a registered certified public accountant (CPA) and currently the President and Co-Founder of The Advisory Group, LLC, a real estate advisory, development and investment firm based in Cary, North Carolina. Mr. Goldstein is also active in his community, as he currently serves on the Boards of the Wake Education Partnership, based in Raleigh, North Carolina, as well as Paragon Commercial Bank. Prior to co-founding The Advisory Group, Mr. Goldstein was President and Partner of Roanoke Properties, the developer of a residential resort real estate community on the Outer Banks of North Carolina, which had a build out value of over \$300 million. He spent three years in the securities business, having been the Chief Financial Officer of Carolina Securities Corporation for one year, and later named to head the Carolina Securities Division of Thomson McKinnon Corporation, which had acquired Carolina Securities. He began his career at KPMG, where he worked with audit and consulting clients with an emphasis on the real estate industry. A native of North Carolina, Mr. Goldstein graduated from UNC-Chapel Hill with a degree in business.

*Simon B. Rich, Jr.* Mr. Rich serves on our Board of Directors and is a member of our audit committee and our nominating and corporate governance committee. He retired in 2001 from his positions as Chief Executive Officer of Louis Dreyfus Holding Co. and Chairman and Chief Executive Officer of Louis Dreyfus Natural Gas, two affiliated Delaware and Oklahoma companies, respectively. As CEO, Mr. Rich's companies' combined operations included roles such as oil refinery processing, petroleum product storage and distribution, natural gas production and distribution and the merchandising and distribution of electricity in North America and Europe, as well as the merchandising and processing of agricultural products in North America, South America and Europe. During Mr. Rich's tenure, his companies successfully partnered with Electricite de France, creating EDF Trading, a company that currently dispatches France's electric generation system. His work experience, which spans more than thirty years, includes all aspects of the energy and agriculture industries. His expertise involves private equity investments with an emphasis on sustainability in energy and agriculture. In addition to Mr. Rich's career in the energy and agriculture industries, he currently serves as a trustee of Warren Wilson College and serves on the Board of Directors of Environmental Defense. Mr. Rich is also the former Chairman of the Board of Visitors of The Nicholas School of the Environment and Earth Sciences at Duke University, where he is now Emeritus and an adjunct instructor. Mr. Rich holds an undergraduate degree in Economics from Duke University.

*Sherwood H. Smith, Jr.* Mr. Smith serves on our Board of Directors and is a member of our compensation committee and our nominating and corporate governance committee. He currently serves as a Director of Franklin Street Partners, a privately held investment management firm in Chapel Hill, North Carolina. Mr. Smith is also active in his community, as he currently serves as a Director and Vice Chairman of the Research Triangle Foundation and as a Trustee and Chairman of the Triangle Universities Center for Advanced Studies, Inc. Until 2000 he served as a Director of Carolina Power & Light Company (now Progress Energy Corporation), a company for which he has also served as Chairman, President and Chief Executive Officer. In addition, Mr. Smith has served as a director of Wachovia Corporation, Nortel Networks, Springs Industries, and Northwestern

Mutual Life Insurance Company (Trustee). He has been a member of the Business Roundtable and The Business Council, and has served as Chairman of the North Carolina Citizens for Business and Industry. Mr. Smith has both an undergraduate and law degree from the University of North Carolina at Chapel Hill.

#### ***Interested Directors***

*Garland S. Tucker, III.* Mr. Tucker serves as Chairman of our board of directors, Chief Executive Officer, President and is a member of our investment committee. Prior to co-founding Triangle Capital Partners, LLC in 2000, Mr. Tucker and an outside investor group sold First Travelcorp, a corporate travel services company that he and the investors founded in 1991. For the two years preceding the founding of First Travelcorp, Mr. Tucker served as Group Vice President, Chemical Bank, New York, with responsibility for southeastern corporate finance. Prior to Chemical Bank, Mr. Tucker spent a decade with Carolina Securities Corporation, serving as President and Chief Executive Officer until 1988. During his tenure Carolina Securities Corporation was a member of the New York Stock Exchange, and Mr. Tucker served a term as President of the Mid-Atlantic Securities Industry Association. Mr. Tucker entered the securities business in 1975 with Investment Corporation of Virginia. He is a graduate of Washington & Lee University and Harvard Business School.

*Brent P. W. Burgess.* Mr. Burgess serves as our Chief Investment Officer and is a member of our board of directors and our investment committee. He is currently on the board of governors of the National Association of SBICs and is a past president of the Southern Regional Association of SBICs. Prior to joining Triangle Capital Partners, LLC, he was Vice President of an SBIC mezzanine fund known as Oberlin Capital. He began his private equity career in 1996 with Cherokee International Management, Raleigh, North Carolina, where he worked as an analyst and associate. He is a graduate of the University of Regina and Regent College, Vancouver.

*Steven C. Lilly.* Mr. Lilly serves as our Chief Financial Officer, Secretary, and Treasurer and is a member of our board of directors and our investment committee. Prior to joining Triangle Capital Partners in December, 2005, Mr. Lilly spent six and a half years with SpectraSite, Inc., which prior to its sale in August, 2005, was the third largest independent wireless tower company in the United States. At SpectraSite, Mr. Lilly served as Senior Vice President-Finance & Treasurer and Interim Chief Financial Officer. On November 15, 2002, SpectraSite Holdings, Inc., a predecessor company, filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of North Carolina, Raleigh Division to implement a pre-negotiated financial restructuring pursuant to the company's Plan of Reorganization, which was confirmed by the Bankruptcy Court on January 28, 2003. Prior to SpectraSite, Mr. Lilly was Vice President of the Media & Communications Group with First Union Capital Markets (now Wachovia Securities), specializing in arranging financings for high growth, financial sponsor driven companies across the media and telecommunications sector. Mr. Lilly is a graduate of Davidson College and has completed the executive education program at the University of North Carolina's Kenan-Flagler School of Business.

#### ***Executive Officers Who Are Not Directors***

*Tarlton H. Long.* Mr. Long is a managing director and member of our investment committee. From 1990 to 2000, prior to co-founding Triangle Capital Partners, LLC, he was with Banc of America Securities and its predecessor organizations as they initiated development of a full service investment banking platform. As a managing director with Banc of America Securities, he established and headed the Industrial Growth Group. From 1979 to 1990, he was with The First Boston Corporation (now Credit Suisse) becoming a Director in the Corporate Finance Department. He began his career in finance in 1976 with White Weld & Co., New York. He is a graduate of the University of North Carolina at Chapel Hill and New York University.

*David F. Parker.* Mr. Parker is a managing director and member of our investment committee. Prior to joining Triangle, Mr. Parker was a partner in Crimson Capital Company, a Greensboro, North Carolina private investment banking firm that specialized in management buyouts of middle market companies in a variety of industries. Before joining Crimson, he was Vice-President and Treasurer at Marion Laboratories, Inc., a Fortune 500 pharmaceutical company, where he was responsible for Marion's public and private financings, venture capital investments, divestitures, and investor communications. Before working at Marion Laboratories, he worked six years as Vice-President and Director of Private Placements at J. Henry Schroder Corp, a position that followed three years at Kidder, Peabody & Co., on its private placement desk. Mr. Parker began his career in 1971 at Shearson, Hammill & Co. in New York. He is a graduate of North Carolina State University and Harvard Business School.

## **Committees of the Board of Directors**

Our board of directors has the following committees:

### ***Audit Committee***

The audit committee is responsible for selecting our independent accountants, reviewing the plans, scope and results of the audit engagement with our independent accountants, approving professional services provided by our independent accountants, reviewing the independence of our independent accountants and reviewing the adequacy of our internal accounting controls. In addition, the audit committee is responsible for reviewing and approving for submission to our board of directors, in good faith, the fair value of debt and equity securities that are not publicly traded or for which current market values are not readily available.

Our Board of Directors adopted the Audit Committee Charter on January 31, 2007. The Audit Committee Charter is publicly available on Triangle Capital Corporation's website under "Corporate Governance" at the following URL: <http://ir.tcap.com/governance.cfm>.

Our audit committee has reviewed the financial statements included in this Annual Report with our management. In addition, our audit committee has (i) discussed with our independent auditors the matters required to be discussed by Statement on Auditing Standards No. 61, as amended, as adopted by the Public Company Accounting Oversight Board in Rule 3200T and (ii) received the written disclosures and the letter from our independent accountants required by Independence Standards Board Standard No. 1, as adopted by the Public Company Accounting Oversight Board in Rule 3600T, and has discussed with our independent accountants, the independent accountant's independence. Based on these reviews and discussions, our audit committee has recommended to our Board of Directors that our financial statements be included in this Annual Report on Form 10-K.

The members of the audit committee are Messrs. Garrott, Goldstein and Rich, each of whom is independent for purposes of the 1940 Act and the Nasdaq Global Market corporate governance listing standards. Mr. Goldstein serves as the chairman of the audit committee. Our board of directors has determined that Mr. Goldstein is an "audit committee financial expert" as defined under SEC rules. No meetings of our audit committee were held during 2006.

### ***Compensation Committee***

The compensation committee determines the compensation for our executive officers and the amount of salary and bonus to be included in the compensation package for each of our executive officers. The Compensation Committee Charter is publicly available on Triangle Capital Corporation's website under "Corporate Governance" at the following URL: <http://ir.tcap.com/governance.cfm>.

The members of the compensation committee are Messrs. Dunwoody, Goldstein and Smith, each of whom is independent for purposes of the 1940 Act and the Nasdaq Global Market corporate governance listing standards. Mr. Smith serves as the chairman of the compensation committee. No meetings of our compensation committee were held during 2006.

### ***Nominating and Corporate Governance Committee***

The nominating and corporate governance committee is responsible for identifying, researching and nominating directors for election by our stockholders, selecting nominees to fill vacancies on our board of directors or a committee of the board, developing and recommending to the board of directors a set of corporate governance principles and overseeing the evaluation of the board of directors and our management. The nominating and corporate governance committee considers nominees properly recommended by our stockholders.

Our Board of Directors adopted the Nominating and Corporate Governance Committee Charter on January 31, 2007. The Nominating and Corporate Governance Committee Charter is publicly available on Triangle Capital Corporation's website under "Corporate Governance" at the following URL: <http://ir.tcap.com/governance.cfm>.

The members of the nominating and corporate governance committee are Messrs. Garrott, Rich and Smith, each of whom is independent for purposes of the 1940 Act and the Nasdaq Global Market corporate governance listing standards. Mr. Rich serves as the chairman of the nominating and corporate governance committee. No meetings of our nominating and corporate governance committee were held during 2006.

## **Section 16(a) Beneficial Ownership Reporting Compliance**

Section 16(a) of the Securities Exchange Act of 1934, requires the Company's directors and officers, and persons who beneficially own more than 10% of the Company's Common Stock, to file initial reports of ownership of the Company's Common Stock and reports of changes in ownership with the SEC and the Nasdaq Global Market. Such persons are required by SEC regulation to furnish the Company with copies of all Section 16(a) forms that they file. No such reports of ownership or of changes in ownership were required to be filed during 2006.

### **Code of Ethics**

The Company has adopted the Code of Conduct for Triangle Capital Corporation and Triangle Mezzanine Fund LLLP, a code of ethics, which every employee is expected to observe. The Code of Conduct for Triangle Capital Corporation and Triangle Mezzanine Fund LLLP is publicly available on Triangle Capital Corporation's website under "Corporate Governance" at the following URL: <http://ir.tcap.com/governance.cfm> and is included in this Annual Report as Exhibit 14.1 attached hereto.

### **Corporate Governance**

We have a separately-designated standing audit committee established in accordance with section 3(a) (58) (A) of the Exchange Act of 1934. The members of the audit committee are Messrs. Garrott, Goldstein and Rich, each of whom is independent for purposes of the 1940 Act and the Nasdaq Global Market corporate governance listing standards. Mr. Goldstein serves as the chairman of the audit committee. Our board of directors has determined that Mr. Goldstein is an "audit committee financial expert" as defined under SEC rules. No meetings of our audit committee were held during 2006.

## **Item 11. Executive Compensation.**

### **Compensation Discussion and Analysis**

#### **Overview**

We are a newly-organized business corporation that operates as an internally managed business development company. We were organized to continue the investment business of the Existing Fund and, with the capital from the Offering, make new equity and debt investments in lower middle market companies. Our senior management team consists of Messrs. Tucker, Burgess, Lilly, Long and Parker. Each of these executive officers has entered into employment agreements with us and is compensated according to the terms of such agreements, which are described herein. We refer to these five officers as the named executive officers, or "NEOs."

Our executive compensation program is designed to encourage our executive officers to think and act like shareholders of the company. The structure of the NEOs' employment agreements and our incentive compensation programs are designed to encourage and reward the following:

- sourcing and pursuing attractively priced investment opportunities in all types of securities of lower middle market privately-held companies;
- participating in comprehensive due diligence with respect to our investments;
- ensuring we allocate capital in the most effective manner possible; and
- working efficiently and developing relationships with other professionals.

Our compensation committee reviews and approves all of our compensation policies.

#### **Executive Compensation Policy**

**Overview.** Our performance-driven compensation policy consists of the following three components:

- Base salary;
- Annual cash bonuses; and
- Long-term compensation pursuant to our Equity Incentive Plan.

We intend to carefully design each NEO's compensation package to appropriately reward the NEO for his or her contribution to the company. This is not a mechanical process, and our compensation committee will use its judgment and experience, working in conjunction with our Chief Executive Officer, to determine the appropriate mix of compensation for

each individual. Cash compensation consisting of base salary and discretionary bonuses tied to achievement of individual performance goals set by the compensation committee are intended to incentivize NEOs to remain with us in their roles and work hard to achieve our goals. Stock-based compensation in the form of stock options may be awarded based on company performance expectations set by the compensation committee for each individual and, over time, on his performance against those expectations. The mix of short-term and long-term compensation may sometimes be adjusted to reflect an individual's need for current cash compensation and desire to retain his or her services.

**Base salary.** Base salary is used to recognize particularly the experience, skills, knowledge and responsibilities required of the executive officers in their roles. Having established the 2007 base salaries of the NEOs, the compensation committee and management considered a number of factors including the seniority of the individual, the functional role of the position, the level of the individual's responsibility, the ability to replace the individual, the base salary of the individual prior to the formation of the Company, the assistance of each NEO in our Offering process and the number of well-qualified candidates available in our area. In addition, we informally considered the base salaries paid to comparably situated executive officers and other competitive market practices. We did not use compensation consultants in connection with fixing base salaries or for any other purpose prior to the consummation of the Offering.

The salaries of the NEOs will be reviewed on an annual basis, as well as at the time of promotion or other changes in responsibilities. The leading factors in determining increases in salary level are expected to be relative cost of living and competitive pressures. We expect that in the short run the salaries of our NEOs will generally only increase with inflation or when an executive officer assumes a larger role.

**Annual cash bonuses.** Annual cash bonuses are intended to reward individual performance during the year and can therefore be highly variable from year to year. Currently these bonuses are determined on a discretionary basis by the compensation committee. Cash bonuses in amounts up to 100% of a NEO's annual salary may be given in the discretion of the compensation committee to each NEO if such individual achieves individual performance and service goals set by our compensation committee, with our management's input.

#### ***Long-Term Incentive Awards.***

**Generally.** The Company has adopted an Equity Incentive Plan to provide stock-based awards as incentive compensation to our employees. No stock options will be granted to NEOs during our first year of operation.

We expect to use stock-based awards to (i) attract and retain key employees, (ii) motivate our employees by means of performance-related incentives to achieve long-range performance goals, (iii) enable our employees to participate in our long-term growth and (iv) link our employees compensation to the long-term interests of our stockholders. The compensation committee has exclusive authority to select the persons to receive stock-based awards. At the time of each award, the compensation committee will determine the terms of the award in its sole discretion, including any performance period (or periods) and any performance objectives relating to the award.

**Options.** The compensation committee may in its sole discretion grant options to purchase our common stock (including incentive stock options and non-qualified stock options). We expect that options granted by our compensation committee will represent a fixed number of shares of our common stock, will have an exercise, or strike, price equal to the fair market value of our common stock on the date of such grant, and will be exercisable, or "vested," at some later time after grant. The "fair market value" will be defined as either (i) the closing sales price of the common stock on the Nasdaq Global Market, or any other such exchange on which our common stock is traded, on such date, or in the absence of reported sales on such date, or (ii) in the event there is no public market for our common stock on such date, current net asset value of our common stock. Some stock options granted by our compensation committee may vest simply by the holder remaining with the company for a period of time, and some may vest based on our attaining certain performance levels. We anticipate that our options will be valued for financial reporting purposes using the Black Scholes valuation method, and charges to earnings will be taken over the relevant service period pursuant to FASB Statement No. 123R.

**Restricted Stock and Restricted Stock Units.** Generally business development companies, such as us, may not grant shares of their stock for services without an exemptive order from the SEC. Our Equity Incentive Plan allows our compensation committee to grant shares of restricted stock and/or restricted stock units, but our compensation committee will not grant restricted stock or restricted stock units unless and until we obtain from the SEC an exemptive order permitting such practice. If exemptive relief is obtained, the compensation committee may award shares of restricted stock or restricted stock units to plan participants in such amounts and on such terms as the compensation committee, in its sole discretion, determines and consistent with any exemptive order the SEC may issue. The SEC is not obligated to grant an exemptive order to allow this practice and will do so only if it determines that such practice is consistent with shareholder interests and does not involve overreaching by management or our board of directors. Each restricted stock and restricted stock unit grant will be for a fixed

number of shares as set forth in an award agreement between the grantee and us. Award agreements will set forth time and/or performance vesting schedules and other appropriate terms and/or restrictions with respect to awards, including rights to dividends and voting rights.

Specific performance factors that the compensation committee may consider in determining the vesting of options or, if permitted, the grant of restricted stock may include:

- net asset value growth;
- dividend growth;
- achievement of operating efficiencies;
- return on equity, assets, capital, capital employed or investment;
- net income;
- earnings per share;
- stock price or total stockholder return;
- strategic business objectives, consisting of one or more objectives based on meeting specified cost targets, business expansion goals and goals relating to investments or divestitures; or
- any combination thereof.

### ***Competitive Market Review***

We will informally consider competitive market practices with respect to the salaries and total compensation of our NEOs. We will review the market practices by speaking to other financial professionals and reviewing annual reports on Form 10-K or similar information of other internally managed business development companies.

### ***Change in Control and Severance***

Upon termination of employment after a change of control, the NEOs may receive severance payments under their employment agreements, and equity-based awards under our Equity Incentive Plan may vest and/or become immediately exercisable or salable.

***Equity Incentive Plan.*** Upon specified covered transactions involving a change of control (as defined in the Equity Incentive Plan), all outstanding awards under the Equity Incentive Plan may either be assumed or substituted for by the surviving entity. If the surviving entity does not assume or substitute similar awards, the awards held by the participants will be accelerated in full and then terminated to the extent not exercised prior to the covered transaction.

***Severance.*** Under specified covered transactions involving a change in control (as defined in each NEO's employment agreement), if an NEO terminates his employment with us within two years following such change in control, or if we terminate or give the NEO notice of non-renewal of the NEO's employment within the two years commencing with a change in control, he will receive a severance package beginning on the date of termination. The severance package will include monthly payments equal to one-twelfth of (i) the NEO's annual salary at that time plus (ii) the NEO's bonus compensation as described in the employment agreement, and (iii) the Company will continue to provide the NEO with all of the benefits provided to him immediately prior to the termination, as described in the employment agreement. The severance package will continue to be in effect for either thirty-six months or eighteen months, depending upon the NEO's position.

Additionally, a separate severance package exists in the event the NEO's employment is terminated as a result of death or disability, or in the event that the Company terminates the NEO's employment outside of the two-year period after a specified covered transaction involving a change in control. The same severance package referenced in the immediately preceding paragraph will be provided to the NEO, except that the severance package will only continue to be in effect for either twenty-four months or twelve months, depending upon the NEO's position. Finally, if we fail to renew any NEO's employment agreement outside of the two-year period after a specified covered transaction involving a change in control, any severance payment or benefit will be payable at the absolute discretion of the compensation committee.

The rationale behind providing a severance package in certain events is to attract talented executives who are assured that they will not be financially injured if they physically relocate and/or leave another job to join us but are forced out through no fault of their own and to insure that our business is operated and governed for our stockholders by a management team, and under the direction of a board of directors, who are not financially motivated to frustrate the execution of a change-in-control transaction. For more discussion regarding executive compensation in the event of a termination or change of control, please see the table entitled "2007 Potential Payments Upon Termination or Change in Control Table" and accompanying discussion.

### **Conclusion**

Our compensation policies are designed to retain and motivate our NEOs and to ultimately reward them for outstanding performance. The retention and motivation of our NEOs should enable us to grow strategically and position ourselves competitively in our market.

### **Compensation Committee Report**

The compensation committee of our board of directors has reviewed and discussed with management the information contained in the Compensation Discussion & Analysis section of this Annual Report and, based on their review and discussion, has recommended to our board of directors that the Compensation Discussion & Analysis be included in this Annual Report.

#### **Compensation Committee:**

W. McComb Dunwoody  
Benjamin S. Goldstein  
Sherwood H. Smith, Jr.

### **Executive Officer Compensation**

Our executive officers have been members and/or employees of the external advisor to Triangle Mezzanine Fund LLLP since its inception. We did not, however, acquire the business of the external advisor in connection with the Formation Transactions. Triangle Capital Corporation also did not pay our executive officers any compensation during 2006. The respective annual salaries of our executive officers for 2007 are as follows:

|   | <b>2007<br/>Base<br/>Salary</b> |
|---|---------------------------------|
| Garland S. Tucker III — Chief Executive Officer | \$265,000                       |
| Brent P.W. Burgess — Chief Investment Officer   | \$240,000                       |
| Steven C. Lilly — Chief Financial Officer       | \$240,000                       |
| Tarlton H. Long — Managing Director             | \$200,000                       |
| David F. Parker — Managing Director             | \$200,000                       |

In addition, the named executive officers are entitled to receive discretionary bonuses as may be declared from time to time by the compensation committee, which bonuses will be based on individualized performance and service goals, and may not exceed 100% of base salary.



Under their employment agreements, each named executive officer is entitled to certain payments upon termination of employment or in the event of a change in control. The following table sets forth those potential payments with respect to each named executive officer for 2007:

### 2007 Potential Payments upon Termination or Change in Control Table

| Name                   | Benefit                           | Outside Of                 | Within Two Years           | Voluntary    | Death     | Disability | Thirteenth Month |
|------------------------|-----------------------------------|----------------------------|----------------------------|--------------|-----------|------------|------------------|
|                        |                                   | Two Years                  | After Change               | Termination  |           |            | After Change     |
|                        |                                   | After Change               | In Control;                | Outside of   |           |            | in Control;      |
|                        |                                   | In Control;                | Termination                | Two Years    |           |            | Termination      |
|                        |                                   | In Control;                | w/o Cause                  | After Change |           |            | w/o Cause        |
|                        |                                   | Termination <sup>(3)</sup> | or for                     | in Control   |           |            | or w/o           |
|                        |                                   | w/o Cause                  | Good Reason <sup>(4)</sup> |              |           |            | Good Reason      |
| Garland S. Tucker, III | Severance Pay <sup>(1)</sup>      | \$ 530,000                 | \$ 795,000                 | —            | \$530,000 | \$530,000  | \$ 795,000       |
|                        | Bonus Compensation <sup>(2)</sup> | \$ 530,000                 | \$ 795,000                 | —            | \$530,000 | \$530,000  | \$ 795,000       |
| Brent P. W. Burgess    | Severance Pay <sup>(1)</sup>      | \$ 480,000                 | \$ 720,000                 | —            | \$480,000 | \$480,000  | \$ 720,000       |
|                        | Bonus Compensation <sup>(2)</sup> | \$ 480,000                 | \$ 720,000                 | —            | \$480,000 | \$480,000  | \$ 720,000       |
| Steven C. Lilly        | Severance Pay <sup>(1)</sup>      | \$ 480,000                 | \$ 720,000                 | —            | \$480,000 | \$480,000  | \$ 720,000       |
|                        | Bonus Compensation <sup>(2)</sup> | \$ 480,000                 | \$ 720,000                 | —            | \$480,000 | \$480,000  | \$ 720,000       |
| Tarlton H. Long        | Severance Pay <sup>(1)</sup>      | \$ 200,000                 | \$ 300,000                 | —            | \$200,000 | \$200,000  | \$ 300,000       |
|                        | Bonus Compensation <sup>(2)</sup> | \$ 200,000                 | \$ 300,000                 | —            | \$200,000 | \$200,000  | \$ 300,000       |
| David F. Parker        | Severance Pay <sup>(1)</sup>      | \$ 200,000                 | \$ 300,000                 | —            | \$200,000 | \$200,000  | \$ 300,000       |
|                        | Bonus Compensation <sup>(2)</sup> | \$ 200,000                 | \$ 300,000                 | —            | \$200,000 | \$200,000  | \$ 300,000       |

- (1) Severance pay includes an employee's annual salary and applicable multiple thereof paid monthly beginning at the time of termination, plus the employee's benefits in the form of medical, health or other employee welfare benefit plan adopted by us.
- (2) Bonus compensation will at most be equal to 100% of an employee's annual salary, multiplied by the number of years in which the employee is eligible to receive severance pay as defined above.
- (3) Change in control is defined in each employee's employment agreement with Triangle Capital Corporation.
- (4) Good Reason is defined in each employee's employment agreement with Triangle Capital Corporation.

### Director Compensation

Each of our directors who are not one of our employees or an employee of our subsidiaries will receive, in 2007, an annual fee of \$20,000 for services as a director, payable quarterly. Independent directors will receive a fee of \$2,000 for each board meeting attended in person and \$1,000 for each board meeting attended by conference telephone or similar communications equipment. Independent directors will receive a fee of \$1,000 for each committee meeting attended in person and \$500 for each committee meeting attended by conference telephone or similar communication equipment. In addition, each committee chairman will receive an annual fee of \$5,000. We will reimburse our independent directors for all reasonable direct out-of-pocket expenses incurred in connection with their service on the board. Directors who are also our employees or employees of our subsidiaries will not receive compensation for their services as directors. None of our Directors received any compensation from Triangle Capital Corporation in 2006.

### Non-employee Director Compensation Table

The following table sets forth a summary of the compensation that we expect to pay to our non-employee directors in 2007, excluding per meeting fees as discussed above:

| Name                   | Year | Fees to be Earned or Paid in Cash(\$) | Stock Awards(\$) | Option Awards(\$) | Non-Stock Incentive Plan Compensation(\$) | Change in Pension Value and Non-qualified Deferred Compensation Earnings | All Other Compensation(\$) | Total(\$) |
|------------------------|------|---------------------------------------|------------------|-------------------|---|--|----------------------------|-----------|
| W. McComb Dunwoody     | 2007 | 20,000                                | —                | —                 | —   | —  | —                          | 20,000    |
| Thomas M. Garrott, III | 2007 | 20,000                                | —                | —                 | —   | —  | —                          | 20,000    |
| Benjamin S. Goldstein  | 2007 | 20,000                                | —                | —                 | —   | —  | 5,000 <sup>(1)</sup>       | 25,000    |
| Simon B. Rich, Jr.     | 2007 | 20,000                                | —                | —                 | —   | —  | 5,000 <sup>(2)</sup>       | 25,000    |
| Sherwood H. Smith, Jr. | 2007 | 20,000                                | —                | —                 | —   | —  | 5,000 <sup>(3)</sup>       | 25,000    |

- (1) Mr. Goldstein will receive \$5,000 in 2007 for his services as our audit committee chairman.
- (2) Mr. Rich will receive \$5,000 in 2007 for his services as our nominating and corporate governance committee chairman.
- (3) Mr. Smith will receive \$5,000 in 2007 for his services as our compensation committee chairman.

## ***Employment Agreements***

We have entered into employment agreements with Messrs. Tucker, Burgess, and Lilly that provide for a two year term beginning in 2007. The initial base salaries under the employment agreements for Messrs. Tucker, Burgess, and Lilly are \$265,000, \$240,000, and \$240,000, respectively. We have also entered into employment agreements with Messrs. Long and Parker that provide for a one year term beginning in 2007. The initial base salaries under the employment agreements for Messrs. Long and Parker are \$200,000. Our board of directors will have the right to increase the base salary of each of our executive officers during the term of the employment agreements and also to decrease it if certain conditions are satisfied.

In addition, each executive officer is eligible to receive an annual bonus of up to a maximum of 100.0% of the executive officer's then current base salary for achieving certain performance objectives. The compensation committee of the board of directors will establish such performance objectives, as well as the bonus awarded to each executive officer, annually in its discretion.

## ***Compensation Plans***

### ***Equity Incentive Plan***

Our board of directors and current stockholders have approved our Equity Incentive Plan for the purpose of attracting and retaining the services of executive officers, directors and other key employees. Under our Equity Incentive Plan, our compensation committee may award stock options, restricted stock, or other stock-based incentive awards to our executive officers, employees and directors.

Our compensation committee administers the Equity Incentive Plan and has the authority, subject to the provisions of the Equity Incentive Plan, to determine who will receive awards under the Equity Incentive Plan and the terms of such awards. Our compensation committee is required to adjust the number of shares available for awards, the number of shares subject to outstanding awards and the exercise price for awards following the occurrence of certain specified events such as stock splits, dividends, distributions and recapitalizations.

Upon specified covered transactions (as defined in the Equity Incentive Plan), all outstanding awards under the Equity Incentive Plan may either be assumed or substituted for by the surviving entity. If the surviving entity does not assume or substitute similar awards, the awards held by the participants will be accelerated in full and then terminated to the extent not exercised prior to the covered transaction.

Awards under the Equity Incentive Plan will be granted to our executive officers and other employees as determined by our compensation committee at the time of each issuance.

Under current SEC rules and regulations applicable to BDCs, a BDC may not grant options to directors who are not officers or employees of the BDC. We expect to apply for exemptive relief from the SEC to permit us to grant options to purchase shares of our common stock to our independent directors as a portion of their compensation for service on our board of directors. Similarly, under the 1940 Act, BDCs cannot issue stock for services. We expect to apply for exemptive relief from the SEC to permit us to grant restricted stock or other non-option stock-based compensation in exchange for or in recognition of services. We cannot provide any assurance that we will receive the exemptive relief from the SEC in either case.

### ***401(k) Plan***

We currently maintain a 401(k) plan in which all full-time employees who are at least 21 years of age are eligible to participate. Eligible employees have the opportunity to contribute their compensation on a pretax salary basis into the 401(k) plan up to \$15,500 annually for the 2007 plan year, and to direct the investment of these contributions. Plan participants who reach the age of 50 prior to or during the 2007 plan year are eligible to defer an additional \$5,000 during 2007.

**Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.**

**Securities Authorized for Issuance Under Equity Compensation Plans**

As of December 31, 2006, no equity incentive plans for Triangle Capital Corporation or the Existing Fund existed. However, the following table provides information regarding our equity compensation plans as adopted by our Board of Directors on February 13, 2007:

| Plan Category   | Number of securities to be issued upon exercise of outstanding options, warrants and rights<br>(a) | Weighted-average exercise price of outstanding options, warrants and rights<br>(b) | Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))<br>(c) |
|---|--|--|--|
| <b>Equity compensation plans approved by security holders</b>     | —  | \$ —   | 900,000 <sup>(1)</sup>   |
| <b>Equity compensation plans not approved by security holders</b> | —  | —  | —  |
| <b>Total</b>  | —  | \$ —   | 900,000  |

(1) The Triangle Capital Corporation 2007 Equity Incentive Plan has an aggregate of 900,000 shares of common stock reserved for issuance under the plan.

**Security Ownership of Certain Beneficial Owners and Management**

The following table sets forth as of March 22, 2007, information with respect to the beneficial ownership of our common stock by:

- each person known to us to beneficially own more than 5.0% of the outstanding shares of our common stock;
- each of our directors and each executive officers; and
- all of our directors and executive officers as a group.

Beneficial ownership is determined in accordance with the rules of the SEC and includes voting or investment power with respect to the securities. There is no common stock subject to options or warrants that are currently exercisable or exercisable within 60 days of the date of this Annual Report. Percentage of beneficial ownership is based on 6,686,760 shares of common stock outstanding as of March 22, 2007.

| Name   | Shares of Common Stock Beneficially Owned |                     |
|--|---|---------------------|
|  | Number of Shares                          | Percentage of Class |
| <b>Executive Officers:</b>                         |   |                     |
| Garland S. Tucker, III                             | 118,500                                   | 1.8%                |
| Brent P. W. Burgess                                | 111,000                                   | 1.7%                |
| Steven C. Lilly                                    | 85,000                                    | 1.3%                |
| Tarlton H. Long                                    | 73,750                                    | 1.1%                |
| David F. Parker                                    | 69,000                                    | 1.0%                |
| <b>Independent Directors:</b>                      |   |                     |
| W. McComb Dunwoody                                 | 150,000                                   | 2.2%                |
| Thomas M. Garrott, III (1)                         | 33,650                                    | *                   |
| Benjamin S. Goldstein                              | 2,000                                     | *                   |
| Simon B. Rich, Jr.                                 | 6,600                                     | *                   |
| Sherwood H. Smith, Jr.                             | 10,000                                    | *                   |
| All Directors and Officers as a Group (10 persons) | 659,500                                   | 9.9%                |

\* Less than 1.0%

(1) Includes 650 shares owned by reporting person's spouse.

**Item 13. Certain Relationships and Related Transactions, and Director Independence.**

**Certain Relationships and Related Transactions**

On February 21, 2007, Triangle Mezzanine LLC, the general partner of the Existing Fund, merged into a wholly-owned subsidiary of Triangle Capital Corporation. A substantial majority of ownership interests of Triangle Mezzanine LLC were owned by Messrs. Tucker, Burgess, Lilly, Long and Parker. As a result of the merger, Messrs. Tucker, Burgess, Lilly, Long and Parker received shares of our Common Stock valued at approximately \$6.7 million.

Certain members of our management (Messrs. Tucker, Long and Parker) collectively owned approximately 67% of Triangle Capital Partners, LLC. Prior to the closing of our recent Offering, Triangle Capital Partners, LLC provided management advisory services to the Existing Fund pursuant to a management services agreement dated as of February 3, 2003. Under the terms of this management services agreement, Triangle Capital Partners, LLC received \$1.6 million in management fees from the Existing Fund during 2006.

Finally, effective concurrently with the closing of our recent public Offering on February 21, 2007, Triangle Capital Partners, LLC, of which certain members of our management referenced above own approximately 67%, received 33,333 shares of Common Stock in Triangle Capital Corporation valued at approximately \$0.5 million.

**Director Independence**

Messrs. Dunwoody, Garrott, Goldstein, Rich and Smith are independent for purposes of the 1940 Act and the Nasdaq Global Market listing standards. Each of our audit, compensation and nominating and corporate governance committees consists entirely of a combination of three of these independent directors.

**Item 14. Principal Accountant Fees and Services**

For the fiscal year ended December 31, 2006, approximately \$605,000 in fees was billed to Triangle Capital Corporation by Ernst & Young for audit services related to our Offering. No other fees were billed by Ernst & Young LLP for any other services during the years ended December 31, 2006 or 2005.

The following is a summary of fees billed by Dixon Hughes PLLC to Triangle Mezzanine Fund LLLP for audit and other professional services rendered in connection with the fiscal years ended December 31, 2006 and 2005:

|                    | Year Ended<br>December 31, 2006 | Year Ended<br>December 31, 2005 |
|--------------------|---------------------------------|---------------------------------|
| Audit Fees (1)     | \$ —                            | \$ 13,000                       |
| Audit-Related Fees | —                               | —                               |
| Tax Fees (2)       | 8,500                           | 7,000                           |
| All Other Fees     | —                               | —                               |
| Total All Fees     | \$ 8,500                        | \$ 20,000                       |

(1) Audit fees billed for audit of the financial statements.

(2) Tax compliance fees billed in relation to preparation and review of income tax returns.

Applicable SEC rules require that our audit committee pre-approve audit, audit-related and permissible non-audit services provided by our independent registered public accounting firm. On March 21, 2007, our audit committee began pre-approving all services by Ernst & Young LLP and has pre-approved any and all new services since that time. Our independent public accounting firm will submit an engagement letter for all of its services to the chairman of our audit committee, who thereafter has full authority to negotiate the terms of the engagement with the accounting firm. Once all material terms have been agreed upon, the accounting firm engagement will be approved by our entire audit committee in either a regular or special meeting. The above-listed audit fees, however, were incurred prior to March 21, 2007, and therefore, those fees were not subject to pre-approval by our audit committee.

**PART IV**

**Item 15. Exhibits and Financial Statement Schedules**

**(a) The following documents are filed as part of this Report:**

*(1) Financial Statements*

**Triangle Capital Corporation Financial Statements:**

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**Triangle Mezzanine Fund LLLP Financial Statements:**

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*(2) Financial Statement Schedules*

None.

Schedules that are not listed herein have been omitted because they are not applicable or the information required to be set forth therein is included in the Financial Statements or notes thereto.

*(3) List of Exhibits*

The exhibits required by Item 601 of Regulation S-K, except as otherwise noted, have been filed with previous reports by the registrant and are herein incorporated by reference.

| <u>Number</u> | <u>Exhibit</u>   |
|---------------|--|
| 2.1           | Agreement and Plan of Merger, dated as of November 2, 2006, by and among Triangle Capital Corporation, New Triangle GP, LLC, and Triangle Mezzanine LLC (Filed as Exhibit (k)(7) to the Registrant's Registration Statement on Form N-2/N-5 (File No. 333-138418) filed with the Securities and Exchange Commission on November 3, 2006 and incorporated herein by reference).     |
| 2.2           | Agreement and Plan of Merger, dated as of November 2, 2006, by and among Triangle Capital Corporation, TCC Merger Sub, LLC and Triangle Mezzanine Fund LLLP (Filed as Exhibit (k)(8) to the Registrant's Registration Statement on Form N-2/N-5 (File No. 333-138418) filed with the Securities and Exchange Commission on November 3, 2006 and incorporated herein by reference). |
| 3.1           | Articles of Amendment and Restatement of the Registrant (Filed as Exhibit (a)(3) to the Registrant's Registration Statement on Form N-2/N-5 (File No. 333-138418) filed with the Securities and Exchange Commission on December 29, 2006 and incorporated herein by reference).  |
| 3.2           | Certificate of Limited Partnership of Triangle Mezzanine Fund LLLP (Filed as Exhibit (a)(4) to the Registrant's Registration Statement on Form N-2/N-5 (File No. 333-138418) filed with the Securities and Exchange Commission on February 13, 2007 and incorporated herein by reference).   |

| <b>Number</b> | <b>Exhibit</b>   |
|---------------|--|
| 3.3           | Amended and Restated Agreement of Limited Partnership of Triangle Mezzanine Fund LLLP (Filed as Exhibit (k)(9) to the Registrant's Registration Statement on Form N-2/N-5 (File No. 333-138418) filed with the Securities and Exchange Commission on February 13, 2007 and incorporated herein by reference).  |
| 3.4           | Amended and Restated Bylaws of the Registrant (Filed as Exhibit (b) to the Registrant's Registration Statement on Form N-2/N-5 (File No. 333-138418) filed with the Securities and Exchange Commission on December 29, 2006 and incorporated herein by reference).   |
| 4.1           | Form of Common Stock Certificate (Filed as Exhibit (d) to the Registrant's post - effective amendment to the Registration Statement on Form N-2/N-5 (File No. 333-138418) filed with the Securities and Exchange Commission on February 15, 2007 and incorporated herein by reference).  |
| 4.2           | Form of Dividend Reinvestment Plan (Filed as Exhibit (e) to the Registrant's Registration Statement on Form N-2/N-5 (File No. 333-138418) filed with the Securities and Exchange Commission on December 29, 2006 and incorporated herein by reference).  |
| 10.1†         | Employment Agreement between Triangle Capital Corporation and Garland S. Tucker, III dated February 21, 2007.  |
| 10.2†         | Employment Agreement between Triangle Capital Corporation and Brent P.W. Burgess dated February 21, 2007.  |
| 10.3 †        | Employment Agreement between Triangle Capital Corporation and Steven C. Lilly dated February 21, 2007.   |
| 10.4 †        | Employment Agreement between Triangle Capital Corporation and Tarlton H. Long dated February 21, 2007.   |
| 10.5 †        | Employment Agreement between Triangle Capital Corporation and David F. Parker dated February 21, 2007.   |
| 10.6†         | Triangle Capital Corporation 2007 Equity Incentive Plan (Filed as Exhibit (i) to the Registrant's pre-effective amendment to the Registration Statement on Form N-2/N-5 (File No. 333-138418) filed with the Securities and Exchange Commission on February 13, 2007 and incorporated herein by reference).  |
| 10.7          | Custodian Agreement with U.S. Bank National Association.   |
| 10.8          | Sublease Assignment and Assumption of Assignor's Interest dated January 17, 2007.  |
| 10.9          | Form of Stock Transfer Agency Agreement between Triangle Capital Corporation and The Bank of New York (Filed as Exhibit (k)(1) to the Registrant's pre-effective amendment to the Registration Statement on Form N-2/N-5 (File No. 333-138418) filed with the Securities and Exchange Commission on February 13, 2007 and incorporated herein by reference). |
| 14.1          | Code of Conduct.   |
| 21.1          | List of Subsidiaries.  |
| 31.1          | Chief Executive Officer Certification Pursuant to Rule 13a-14 of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.  |
| 31.2          | Chief Financial Officer Certification Pursuant to Rule 13a-14 of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.  |
| 32.1          | Chief Executive Officer Certification pursuant to Section 1350, Chapter 63 of Title 18, United States Code, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.  |
| 32.2          | Chief Financial Officer Certification pursuant to Section 1350, Chapter 63 of Title 18, United States Code, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.  |

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† Management contract or compensatory plan or arrangement.

**(b) Exhibits**

See Item 15(a)(3) above.

**(c) Financial Statement Schedules**

See Item 15(a)(2) above.

## SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: March 29, 2007

### TRIANGLE CAPITAL CORPORATION

By: /s/ Garland S. Tucker, III  
Name: Garland S. Tucker, III  
Title: President, Chief Executive Officer and  
Chairman of the Board of Directors

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

| <u>Signature</u>  | <u>Title</u>  | <u>Date</u>    |
|---|---|----------------|
| <u>/s/ Garland S. Tucker, III</u><br>Garland S. Tucker, III | President, Chief Executive Officer and<br>Chairman of the Board (Principal Executive Officer) | March 29, 2007 |
| <u>/s/ Steven C. Lilly</u><br>Steven C. Lilly               | Chief Financial Officer, Treasurer, Secretary<br>and Director (Principal Financial Officer)   | March 29, 2007 |
| <u>/s/ C. Robert Knox, Jr.</u><br>C. Robert Knox, Jr.       | Controller (Principal Accounting Officer)   | March 29, 2007 |
| <u>/s/ Brent P. W. Burgess</u><br>Brent P. W. Burgess       | Chief Investment Officer and Director   | March 29, 2007 |
| <u>W. McComb Dunwoody</u>                                   | Director  | March 29, 2007 |
| <u>/s/ Thomas M. Garrott, III</u><br>Thomas M. Garrott, III | Director  | March 29, 2007 |
| <u>/s/ Benjamin S. Goldstein</u><br>Benjamin S. Goldstein   | Director  | March 29, 2007 |
| <u>/s/ Simon B. Rich, Jr.</u><br>Simon B. Rich, Jr.         | Director  | March 29, 2007 |
| <u>/s/ Sherwood H. Smith, Jr.</u><br>Sherwood H. Smith, Jr. | Director  | March 29, 2007 |

**Triangle Capital Corporation**  
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## **Report of Independent Registered Public Accounting Firm**

To the Board of Directors  
Triangle Capital Corporation

We have audited the accompanying balance sheet of Triangle Capital Corporation (the "Company") as of December 31, 2006, and the related statements of operations, shareholder's equity, and cash flows for the period from October 10, 2006 (inception) to December 31, 2006. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. We were not engaged to perform an audit of the Company's internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Triangle Capital Corporation at December 31, 2006 and the results of its operations and its cash flows for the period from October 10, 2006 (inception) to December 31, 2006, in conformity with U.S. generally accepted accounting principles.

/s/ Ernst & Young LLP

Raleigh, North Carolina  
March 22, 2007

**Triangle Capital Corporation**  
**Balance Sheet**

|  | <b>December 31,<br/>2006</b> |
|--|------------------------------|
| <b>Assets</b>  |                              |
| Cash   | \$ 31,397                    |
| Deferred offering costs  | 1,020,646                    |
| Total assets   | <u>\$ 1,052,043</u>          |
| <b>Liabilities and Shareholder's Equity</b>  |                              |
| Accounts payable   | \$ 702,841                   |
| Payable to Triangle Mezzanine Fund LLLP  | 317,805                      |
| Payable to Triangle Capital Partners, LLC  | 30,000                       |
| Total liabilities  | <u>1,050,646</u>             |
| Shareholder's equity:  |                              |
| Common stock, \$0.001 par value per share (150,000,000 shares authorized; 100 shares issued and outstanding) | —                            |
| Additional paid-in capital   | 1,500                        |
| Accumulated deficit  | (103)                        |
| Total shareholder's equity   | <u>1,397</u>                 |
| Total liabilities and shareholder's equity   | <u>\$ 1,052,043</u>          |

*See accompanying notes.*

**Triangle Capital Corporation**  
**Statement of Operations**

|   | Period from<br>October 10, 2006<br>(inception) to<br>December 31,<br>2006 |
|---|---|
| General and administrative expenses                               | \$ 103  |
| Total expenses  | 103   |
| Net loss  | \$ (103)  |
| Loss per share – basic and diluted                                | \$ (1.03)   |
| Weighted average number of shares outstanding – basic and diluted | 100   |

*See accompanying notes.*

**Triangle Capital Corporation**  
Statement of Shareholder's Equity

|                                       | <u>Common Stock</u>         |               | <u>Additional<br/>Paid-In Capital</u> | <u>Accumulated<br/>Deficit</u> | <u>Total<br/>Shareholder's<br/>Equity</u> |
|---------------------------------------|-----------------------------|---------------|---------------------------------------|--------------------------------|---|
|                                       | <u>Number<br/>Of Shares</u> | <u>Amount</u> |                                       |                                |   |
| Balance, October 10, 2006 (inception) | —                           | \$ —          | \$ —                                  | \$ —                           | \$ —                                      |
| Issuance of common stock              | 100                         | —             | 1,500                                 | —                              | 1,500                                     |
| Net loss                              | —                           | —             | —                                     | (103)                          | (103)                                     |
| Balance, December 31, 2006            | <u>100</u>                  | <u>\$ —</u>   | <u>\$ 1,500</u>                       | <u>\$ (103)</u>                | <u>\$ 1,397</u>                           |

*See accompanying notes.*

**Triangle Capital Corporation**  
**Statement of Cash Flows**

|   | <b>Period from<br/>October 10, 2006<br/>(inception) to<br/>December 31,<br/>2006</b> |
|---|--|
| <b>Cash flows from operating activities:</b>  |  |
| Net loss  | \$ (103)   |
| <b>Net cash used in operating activities</b>  | <b>(103)</b>   |
| <b>Cash flows from financing activities:</b>  |  |
| Issuance of common stock  | 1,500  |
| Advance from Triangle Capital Partners, LLC   | 30,000   |
| <b>Net cash provided by financing activities</b>  | <b>31,500</b>  |
| Net increase in cash  | 31,397   |
| Cash, beginning of period   | —  |
| Cash, end of period   | <u>\$ 31,397</u>   |
| <b>Summary of non-cash financing transactions:</b>  |  |
| Costs incurred in connection with initial public offering included in accounts payable                        | \$ 702,841   |
| Costs incurred in connection with initial public offering included in payable to Triangle Mezzanine Fund LLLP | 317,805  |
| <b>Total costs incurred in connection with initial public offering</b>  | <b><u>\$ 1,020,646</u></b>   |

*See accompanying notes.*

**Triangle Capital Corporation**  
**Notes to Financial Statements**

**1. Organization, Basis of Presentation and Summary of Significant Accounting Policies**

**Organization**

Triangle Capital Corporation (the "Company"), was formed on October 10, 2006 for the purpose of acquiring Triangle Mezzanine Fund LLLP, raising capital in an initial public offering (the "Offering") and thereafter operating as an internally managed Business Development Company ("BDC") under the Investment Company Act of 1940 (the "1940 Act").

Triangle Mezzanine Fund LLLP (the "Existing Fund") is a specialty finance limited liability limited partnership formed to make investments primarily in middle market companies located throughout the United States, particularly in the Southeast. The Existing Fund's term is ten years from the date of formation (August 14, 2002) unless terminated earlier or extended in accordance with provisions of the limited partnership agreement. On September 11, 2003, the Existing Fund was licensed to operate as a Small Business Investment Company (SBIC) under the authority of the United States Small Business Administration (SBA). As a SBIC, the Existing Fund is subject to a variety of regulations concerning, among other things, the size and nature of the companies in which it may invest and the structure of those investments.

As more fully described in Note 2, the Existing fund became a wholly-owned subsidiary of the Company in connection with the Offering.

**Basis of Presentation**

The financial statements of the Company include the accounts of the Company. The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States.

**Significant Accounting Policies**

*Use of Estimates*

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

*Deferred Offering Costs*

Deferred offering costs consist of costs incurred in connection with Offering completed in February 2007. The related offering costs will be reclassified to shareholder's equity and netted against the gross proceeds of the Offering in the first quarter of 2007.

*General and Administrative Expenses*

General and administrative expenses during 2006 consist solely of bank fees.

*Earnings per Share*

Basic earnings per share is computed by dividing net income (loss) applicable to common stockholders by the weighted average number of shares of common stock outstanding for the period. As the Company has no common stock equivalents outstanding, diluted earnings per share is the same as basic earnings per share.

*Recently Issued Accounting Standards*

In December 2004, the Financial Accounting Standards Board (FASB) issued FASB Statement No. 123 (revised 2004), *Share Based Payment* (SFAS 123R), which is a revision of FASB Statement No. 123, *Accounting for Stock-Based Compensation* (SFAS 123). This statement supersedes APB Opinion 25, *Accounting for Stock Issued to Employees* (APB 25). Generally, the approach in SFAS 123R is similar to the approach described in SFAS 123; however, SFAS 123R requires all share-based payments to employees, including grants of employee stock options, to be recognized in the income statement based on their fair values. Pro forma disclosure is no longer an alternative.

The Company has not issued any share-based payment awards since inception, however if the Company issues share-based payment awards in the future, the implementation of SFAS 123R's fair value method may result in significant non-cash charges which will increase reported operating expenses; however, it will have no impact on cash flows. The impact of implementation of SFAS 123R cannot be predicted at this time because it will depend on the level of share-based payments granted in the future.

In July 2006, the FASB released FASB Interpretation No. 48 *Accounting for Uncertainty in Income Taxes* (FIN 48). FIN 48 provides guidance for how uncertain tax positions should be recognized, measured, presented and disclosed in the financial statements. FIN 48 requires the evaluation of tax positions taken or expected to be taken in the course of preparing the Company's tax returns to determine whether the tax positions are "more-likely-than-not" of being sustained by the applicable tax authority. Tax positions not deemed to meet the more-likely-than-not threshold would be recorded as a tax benefit or expense in the current year. Adoption of FIN 48 is required for fiscal years beginning after December 15, 2006 and is to be applied to all open tax years as of the effective date. At this time, management is evaluating the implications of FIN 48 and its impact in the financial statements has not yet been determined.

## 2. Subsequent Events

On February 21, 2007, concurrent with the closing of the Offering, the following formation transactions were consummated:

- The Company acquired 100% of the limited partnership interests in the Existing Fund, which became the Company's wholly owned subsidiary, retained its SBIC license, and continues to hold its existing investments and make new investments with the proceeds of the Offering.
- The Company acquired 100% of the equity interests in Triangle Mezzanine LLC, the general partner of the Existing Fund and the management agreement between the Existing Fund and Triangle Mezzanine LLC was terminated.

The Offering consisted of the sale of 4,770,000 shares of Common Stock at a price of \$15 per share, which resulted in net proceeds of approximately \$65.2 million.

Upon completion of the Offering, the merged entity operates as a closed-end, non-diversified investment company and has elected to be treated as a BDC under the 1940 Act. The Company will be internally managed by its executive officers (previously employed by the Existing Fund's management company) under the supervision of the board of directors. Therefore, the Company will not pay management or advisory fees, but instead will incur the operating costs associated with employing executive management and investment and portfolio management professionals.

As a result of completion of the Offering and formation transactions, the Existing Fund became a 100% wholly owned subsidiary of the Company. The General partner of the Existing Fund is the New General Partner (which is wholly owned by the Company) and the limited partners of the Existing Fund are the Company (99.9%) and the New General Partner (0.1%). For all periods subsequent to the Offering, the financial position, results of operation and cash flows of the Existing Fund will be consolidated with the financial position, results of operation and cash flows operating results of the Company. Accordingly, earnings per share amounts for periods subsequent to the Offering will be calculated based on the capital structure of the Company subsequent to the Offering. Upon completion of the Offering, the Company had 6,686,760 common shares outstanding.

The Company has adopted, effective upon completion of the Offering, the Triangle Capital Corporation 2007 Equity Incentive Plan whereby the compensation committee of the board of directors may award stock options, restricted stock or other stock based incentive awards to executive officers, employees and directors. Up to 900,000 shares are available for grant under the Plan.

**Triangle Mezzanine Fund LLLP**  
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## Report of Independent Registered Public Accounting Firm

To the Board of Directors  
Triangle Mezzanine Fund LLLP

We have audited the accompanying balance sheets of Triangle Mezzanine Fund LLLP (the "Existing Fund"), including the schedule of investments, as of December 31, 2006 and 2005, and the related statements of operations, changes in partners' capital, and cash flows for each of the three years in the period ended December 31, 2006, and the financial highlights for each of the four years in the period ended December 31, 2006. These financial statements and financial highlights are the responsibility of the Existing Fund's management. Our responsibility is to express an opinion on these financial statements and financial highlights based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements and financial highlights are free of material misstatement. We were not engaged to perform an audit of the Existing Fund's internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Existing Fund's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements and financial highlights, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our procedures included confirmation of securities owned as of December 31, 2006 and 2005 by correspondence with the portfolio companies. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements and financial highlights referred to above present fairly, in all material respects, the financial position of Triangle Mezzanine Fund LLLP at December 31, 2006 and 2005, the results of its operations and its cash flows for each of the three years in the period ended December 31, 2006, and the financial highlights for each of the four years in the period ended December 31, 2006, in conformity with U.S. generally accepted accounting principles.

/s/ Ernst & Young LLP

Raleigh, North Carolina  
March 22, 2007

**TRIANGLE MEZZANINE FUND LLLP**  
**Balance Sheets**

|   | December 31,        |                      |
|---|---------------------|----------------------|
|   | 2006                | 2005                 |
| <b>Assets</b>   |                     |                      |
| Investments at fair value:  |                     |                      |
| Non–Control / Non–Affiliate investments (cost of \$40,592,972 and \$28,678,659 at December 31, 2006 and 2005, respectively) | \$42,370,348        | \$ 31,328,659        |
| Affiliate investments (cost of \$9,453,445 and \$3,266,707 at December 31, 2006 and 2005, respectively)                     | 10,011,145          | 3,366,707            |
| Control investments (cost of \$2,614,935 and \$2,448,245 at December 31, 2006 and 2005, respectively)                       | 2,614,935           | 2,448,245            |
| Total investments at fair value   | 54,996,428          | 37,143,611           |
| Deferred loan origination revenue   | (774,216)           | (601,914)            |
| Cash and cash equivalents   | 2,525,105           | 6,067,164            |
| Interest and fees receivable  | 134,819             | 49,583               |
| Receivable from Triangle Capital Corporation  | 317,805             | —                    |
| Deferred financing fees   | 985,477             | 1,085,397            |
| Total assets  | <u>\$58,185,418</u> | <u>\$ 43,743,841</u> |
| <b>Liabilities and Partners' Capital</b>  |                     |                      |
| Accounts payable and accrued liabilities  | \$ 92,142           | \$ 13,226            |
| Interest payable  | 606,296             | 566,068              |
| Partners distribution payable   | 531,566             | —                    |
| SBA guaranteed debentures payable   | 31,800,000          | 31,800,000           |
| Total liabilities   | 33,030,004          | 32,379,294           |
| Partners' capital:  |                     |                      |
| General partner   | 100                 | 100                  |
| Limited partners  | 21,250,000          | 21,250,000           |
| Capital contribution commitment receivable  | —                   | (10,625,000)         |
| Accumulated undistributed investment gains  | 3,905,314           | 739,447              |
| Total partners' capital   | 25,155,414          | 11,364,547           |
| Total liabilities and partners' capital   | <u>\$58,185,418</u> | <u>\$ 43,743,841</u> |

*See accompanying notes.*

**TRIANGLE MEZZANINE FUND LLLP**  
**Statements of Operations**

|  | Years Ended December 31, |                     |                      |
|--|--------------------------|---------------------|----------------------|
|  | 2006                     | 2005                | 2004                 |
| <b>Investment income:</b>  |                          |                     |                      |
| Loan interest, fee and dividend income:  |                          |                     |                      |
| Non-Control / Non-Affiliate investments  | \$4,595,442              | \$ 4,125,584        | \$ 1,178,227         |
| Affiliate investments  | 539,485                  | 459,810             | 319,742              |
| Control investments  | 285,754                  | 39,850              | —                    |
| <b>Total loan interest, fee and dividend income</b>                                      | <b>5,420,681</b>         | <b>4,625,244</b>    | <b>1,497,969</b>     |
| Paid-in-kind interest income:  |                          |                     |                      |
| Non-Control / Non-Affiliate investments  | 816,040                  | 962,121             | 235,924              |
| Affiliate investments  | 39,576                   | 243,663             | 234,653              |
| Control investments  | 166,690                  | 23,642              | —                    |
| <b>Total paid-in-kind interest income</b>  | <b>1,022,306</b>         | <b>1,229,426</b>    | <b>470,577</b>       |
| Interest income from cash and cash equivalent investments                                | 279,817                  | 108,493             | 18,757               |
| <b>Total investment income</b>   | <b>6,722,804</b>         | <b>5,963,163</b>    | <b>1,987,303</b>     |
| <b>Expenses:</b>   |                          |                     |                      |
| Interest expense   | 1,833,458                | 1,543,378           | 338,886              |
| Amortization of deferred financing fees  | 99,920                   | 89,970              | 38,133               |
| Management fees  | 1,589,070                | 1,573,602           | 1,563,747            |
| General and administrative expenses  | 114,938                  | 57,991              | 83,257               |
| <b>Total expenses</b>  | <b>3,637,386</b>         | <b>3,264,941</b>    | <b>2,024,023</b>     |
| Net investment income (loss)   | 3,085,418                | 2,698,222           | (36,720)             |
| Net realized gain (loss) on investments – Non Control / Non-Affiliate                    | 6,026,948                | (3,500,000)         | —                    |
| Net unrealized appreciation (depreciation) of investments                                | (414,923)                | 3,975,000           | (1,225,000)          |
| <b>Total net gain (loss) on investments</b>  | <b>5,612,025</b>         | <b>475,000</b>      | <b>(1,225,000)</b>   |
| <b>Net increase (decrease) in net assets resulting from operations</b>                   | <b>\$8,697,443</b>       | <b>\$ 3,173,222</b> | <b>\$(1,261,720)</b> |
| <b>Allocation of net increase (decrease) in net assets resulting from operations to:</b> |                          |                     |                      |
| General partner  | \$1,739,489              | \$ 634,644          | \$ (4)               |
| Limited partners   | \$6,957,954              | \$ 2,538,578        | \$(1,261,716)        |

*See accompanying notes.*

**TRIANGLE MEZZANINE FUND LLLP**  
**Statements of Changes in Partners' Capital**

|  | <u>General<br/>Partner</u> | <u>Limited<br/>Partners</u> | <u>Capital<br/>Contribution<br/>Commitment<br/>Receivable</u> | <u>Accumulated<br/>Undistributed<br/>Investment<br/>Gains<br/>(Losses)</u> | <u>Total</u>        |
|--|----------------------------|-----------------------------|---|--|---------------------|
| Balance, December 31, 2003             | \$ 100                     | \$20,500,000                | \$(16,400,000)  | \$ (1,172,055)   | \$ 2,928,045        |
| Partners' capital contributions        | —                          | 750,000                     | 2,587,500   | —  | 3,337,500           |
| Net investment loss                    | —                          | —                           | —   | (36,720)   | (36,720)            |
| Unrealized depreciation on investments | —                          | —                           | —   | (1,225,000)  | (1,225,000)         |
| Balance, December 31, 2004             | 100                        | 21,250,000                  | (13,812,500)  | (2,433,775)  | 5,003,825           |
| Partners' capital contributions        | —                          | —                           | 3,187,500   | —  | 3,187,500           |
| Net investment income                  | —                          | —                           | —   | 2,698,222  | 2,698,222           |
| Realized loss on investments           | —                          | —                           | —   | (3,500,000)  | (3,500,000)         |
| Unrealized appreciation on investments | —                          | —                           | —   | 3,975,000  | 3,975,000           |
| Balance, December 31, 2005             | 100                        | 21,250,000                  | (10,625,000)  | 739,447  | 11,364,547          |
| Partners' capital contributions        | —                          | —                           | 10,625,000  | —  | 10,625,000          |
| Distributions to partners              | —                          | —                           | —   | (5,531,576)  | (5,531,576)         |
| Net investment income                  | —                          | —                           | —   | 3,085,418  | 3,085,418           |
| Realized gains on investments          | —                          | —                           | —   | 6,026,948  | 6,026,948           |
| Unrealized depreciation on investments | —                          | —                           | —   | (414,923)  | (414,923)           |
| Balance, December 31, 2006             | <u>\$ 100</u>              | <u>\$21,250,000</u>         | <u>\$ —</u>   | <u>\$ 3,905,314</u>  | <u>\$25,155,414</u> |

*See accompanying notes.*

**TRIANGLE MEZZANINE FUND LLLP**  
**Statements of Cash Flows**

|  | Years Ended December 31, |                     |                     |
|--|--------------------------|---------------------|---------------------|
|  | 2006                     | 2005                | 2004                |
| <b>Cash flows from operating activities:</b>   |                          |                     |                     |
| Net increase (decrease) in net assets resulting from operations  | \$ 8,697,443             | \$ 3,173,222        | \$ (1,261,720)      |
| Adjustments to reconcile net increase (decrease) in net assets resulting from operations to net cash used in operating activities: |                          |                     |                     |
| Purchases of portfolio investments   | (21,458,478)             | (29,125,000)        | (20,407,365)        |
| Repayments received/sales of portfolio investments   | 9,965,446                | 12,202,510          | —                   |
| Loan origination and other fees received   | 607,794                  | 1,083,600           | 580,000             |
| Net realized (gain) loss on investments  | (6,026,948)              | 3,500,000           | —                   |
| Net unrealized (appreciation) depreciation on investments  | 414,923                  | (3,975,000)         | 1,225,000           |
| Paid-in-kind interest accrued, net of payments received  | (578,724)                | 47,748              | (470,577)           |
| Amortization of deferred financing fees  | 99,920                   | 89,970              | 38,133              |
| Recognition of loan origination and other fees   | (435,492)                | (1,018,965)         | (77,721)            |
| Accretion of loan discounts  | (169,036)                | (93,272)            | (47,655)            |
| Changes in operating assets and liabilities:   |                          |                     |                     |
| Interest and fees receivable   | (85,236)                 | 48,859              | (98,442)            |
| Accounts payable and accrued liabilities   | 78,916                   | 13,226              | (10,000)            |
| Interest payable   | 40,228                   | 335,696             | 230,372             |
| <b>Net cash used in operating activities</b>   | <b>(8,849,244)</b>       | <b>(13,717,406)</b> | <b>(20,299,975)</b> |
| <b>Cash flows from financing activities:</b>   |                          |                     |                     |
| Borrowings under SBA guaranteed debentures payable   | —                        | 14,100,000          | 17,700,000          |
| Financing fees paid  | —                        | (352,500)           | (861,000)           |
| Payments made for public offering costs (receivable from Triangle Capital Corporation)   | (317,805)                | —                   | —                   |
| Partners' capital contributions  | 10,625,000               | 3,187,500           | 3,337,500           |
| Distribution to partners   | (5,000,010)              | —                   | —                   |
| <b>Net cash provided by financing activities</b>   | <b>5,307,185</b>         | <b>16,935,000</b>   | <b>20,176,500</b>   |
| <b>Net increase (decrease) in cash and cash equivalents</b>  | <b>(3,542,059)</b>       | <b>3,217,594</b>    | <b>(123,475)</b>    |
| Cash and cash equivalents, beginning of year   | 6,067,164                | 2,849,570           | 2,973,045           |
| <b>Cash and cash equivalents, end of year</b>  | <b>\$ 2,525,105</b>      | <b>\$ 6,067,164</b> | <b>\$ 2,849,570</b> |
| <b>Supplemental Disclosure of cash flow information:</b>   |                          |                     |                     |
| Cash paid for interest   | \$ 1,793,000             | \$ 1,208,000        | \$ 109,000          |
| <b>Summary of non-cash financing transactions:</b>   |                          |                     |                     |
| Accrued distribution to partners   | \$ 531,566               | \$ —                | \$ —                |

*See accompanying notes.*

**TRIANGLE MEZZANINE FUND LLLP**  
**Schedule of Investments**  
**December 31, 2006**

| Portfolio Company                               | Industry  | Type of Investment<br>(1) (2)                             | Principal<br>Amount | Cost        | Fair<br>Value (3) |
|---|---|---|---------------------|-------------|-------------------|
| <i>Non-Control / Non-Affiliate Investments:</i> |   |   |                     |             |                   |
| AirServ Corporation (18%)*                      | Airline Services                                    | Subordinated Note<br>(12%, Due 06/09)                     | \$4,226,813         | \$4,010,000 | \$4,010,000       |
|   |   | Common Stock<br>Warrants (1,238,843<br>shares)            |                     | 414,285     | 551,385           |
|   |   |   | 4,226,813           | 4,424,285   | 4,561,385         |
| Ambient Air Corporation<br>(16%)*               | Specialty Trade<br>Contractors                      | Subordinated Notes<br>(12%–13%, Due<br>03/09–3/11)        | 4,000,000           | 3,874,015   | 3,874,015         |
|   |   | Common Stock<br>Warrants (455<br>shares)                  |                     | 142,361     | 142,361           |
|   |   |   | 4,000,000           | 4,016,376   | 4,016,376         |
| Art Headquarters, LLC (11%)*                    | Retail,<br>Wholesale and<br>Distribution            | Subordinated Note<br>(14%, Due 01/10)                     | 2,680,155           | 2,652,414   | 2,652,414         |
|   |   | Membership unit<br>warrants (15% of<br>units (150 units)) |                     | 40,800      | 40,800            |
|   |   |   | 2,680,155           | 2,693,214   | 2,693,214         |
| Assurance Operations<br>Corporation (15%)*      | Auto<br>Components<br>/ Metal<br>Fabrication        | Subordinated Note<br>(17%, Due 03/12)                     | 3,640,439           | 3,640,439   | 3,640,439         |
|   |   | Common Stock (200<br>shares)                              |                     | 200,000     | 200,000           |
|   |   |   | 3,640,439           | 3,840,439   | 3,840,439         |
| Bruce Plastics, Inc. (6%)*                      | Plastic<br>Component<br>Manufacturing               | Subordinated Note<br>(14%, Due 10/11)                     | 1,500,000           | 1,395,305   | 1,395,305         |
|   |   | Common Stock<br>Warrants (12% of<br>common stock)         |                     | 108,534     | 108,534           |
|   |   |   | 1,500,000           | 1,503,839   | 1,503,839         |
| CV Holdings, LLC (20%)*                         | Specialty<br>Healthcare<br>Products<br>Manufacturer | Subordinated Note<br>(16%, Due 03/10)                     | 4,683,376           | 4,683,376   | 4,683,376         |
|   |   | Royalty rights  |                     | —           | 250,000           |
|   |   |   | 4,683,376           | 4,683,376   | 4,933,376         |
| DataPath, Inc. (8%)*                            | Satellite<br>Communication<br>Manufacturer          | Common Stock<br>(210,263 shares)                          |                     | 101,500     | 2,070,000         |
|   |   |   |                     | 101,500     | 2,070,000         |
| Eastern Shore Ambulance, Inc.<br>(4%)*          | Specialty<br>Health Care<br>Services                | Subordinated Note<br>(13%, Due 03/11)                     | 1,000,000           | 949,099     | 949,099           |
|   |   | Common Stock<br>Warrants (6% of<br>common stock)          |                     | 55,268      | 94,267            |
|   |   | Common Stock<br>(30 shares)                               |                     | 30,000      | 51,100            |

|   |                                       |  |                  |                  |                  |
|---|---------------------------------------|--|------------------|------------------|------------------|
|   |                                       |  | 1,000,000        | 1,034,367        | 1,094,466        |
| Fire Sprinkler Systems, Inc.<br>(12%)*  | Specialty Trade<br>Contractors        | Subordinated Notes<br>(13%–17.5%, Due<br>04/11)                              | 2,713,460        | 2,713,460        | 2,713,460        |
|   |                                       | Common Stock (250<br>shares)   |                  | <u>250,000</u>   | <u>250,000</u>   |
|   |                                       |  | <u>2,713,460</u> | <u>2,963,460</u> | <u>2,963,460</u> |
| Flint Acquisition Corporation<br>(18%)* | Specialty<br>Chemical<br>Manufacturer | Subordinated Note<br>(12.5%, Due 09/09)<br>Preferred Stock<br>(9,875 shares) | 3,750,000        | 3,750,000        | 3,750,000        |
|   |                                       |  |                  | <u>308,333</u>   | <u>829,633</u>   |
|   |                                       |  | <u>3,750,000</u> | <u>4,058,333</u> | <u>4,579,633</u> |

| <u>Portfolio Company</u>   | <u>Industry</u>                               | <u>Type of Investment<br/>(1) (2)</u>   | <u>Principal<br/>Amount</u> | <u>Cost</u>       | <u>Fair<br/>Value (3)</u> |
|--|---|---|-----------------------------|-------------------|---------------------------|
| Garden Fresh Restaurant Corp.<br>(15%)*  | Restaurant                                    | Subordinated Note<br>(12.8%, Due 12/11)   | 3,000,000                   | 3,000,000         | 3,000,000                 |
|  |   | Membership Units<br>(5,000 units)   |                             | 500,000           | 673,700                   |
|  |   |   | <u>3,000,000</u>            | <u>3,500,000</u>  | <u>3,673,700</u>          |
| Gerli & Company (12%)*   | Specialty<br>Woven<br>Fabrics<br>Manufacturer | Subordinated Note<br>(14%, Due 08/11)   | 3,052,167                   | 2,981,184         | 2,981,184                 |
|  |   | Common Stock<br>Warrants (56,559<br>shares)                                     |                             | 83,414            | 83,414                    |
|  |   |   | <u>3,052,167</u>            | <u>3,064,598</u>  | <u>3,064,598</u>          |
| Library Systems & Services,<br>LLC (9%)*   | Municipal<br>Business<br>Services             | Subordinated Note<br>(12%, Due 03/11)   | 2,000,000                   | 1,950,190         | 1,950,190                 |
|  |   | Common Stock<br>Warrants (112<br>shares)  |                             | 58,995            | 189,895                   |
|  |   |   | <u>2,000,000</u>            | <u>2,009,185</u>  | <u>2,140,085</u>          |
| Numo Manufacturing, Inc.<br>(5%)*  | Consumer<br>Products<br>Manufacturer          | Subordinated Note<br>(13%, Due 12/10)   | 2,700,000                   | 2,700,000         | 1,235,777                 |
|  |   | Common Stock<br>Warrants (238<br>shares)  |                             | —                 | —                         |
|  |   |   | <u>2,700,000</u>            | <u>2,700,000</u>  | <u>1,235,777</u>          |
| Subtotal Non-Control / Non-Affiliate<br>Investments  |   |   | <u>38,946,410</u>           | <u>40,592,972</u> | <u>42,370,348</u>         |
| <i>Affiliate Investments:</i>  |   |   |                             |                   |                           |
| Axxiom Manufacturing, Inc.<br>(4) (10%)*   | Industrial<br>Equipment<br>Manufacturer       | Subordinated Note<br>(14%, Due 01/11)   | 2,039,575                   | 2,039,575         | 2,039,575                 |
|  |   | Common Stock<br>(34,100 shares)   |                             | 200,000           | 541,700                   |
|  |   |   | <u>2,039,575</u>            | <u>2,239,575</u>  | <u>2,581,275</u>          |
| Brantley Transportation, LLC<br>("Brantley Transportation")<br>and Pine Street Holdings, LLC<br>("Pine Street") (5) (16%)* | Oil and Gas<br>Services                       | Subordinated Note –<br>Brantley<br>Transportation<br>(14%, Due 12/12)           | 3,800,633                   | 3,767,033         | 3,767,033                 |
|  |   | Common Unit<br>Warrants<br>– Brantley<br>Transportation (4,560<br>common units) |                             | 33,600            | 33,600                    |
|  |   | Preferred Units –<br>Pine Street (200<br>units)                                 |                             | 200,000           | 200,000                   |
|  |   | Common Unit<br>Warrants – Pine<br>Street (2,220 units)                          |                             | —                 | —                         |
|  |   |   | <u>3,800,633</u>            | <u>4,000,633</u>  | <u>4,000,633</u>          |
| Genapure Corporation (2%)*   | Lab Testing<br>Services                       | Common Stock<br>(4,286 shares)  |                             | 500,000           | 500,000                   |
|  |   |   |                             | <u>500,000</u>    | <u>500,000</u>            |



|                                |                   |                                    |                  |                  |                   |
|--------------------------------|-------------------|------------------------------------|------------------|------------------|-------------------|
| Porter's Group, LLC (12%)*     | Metal Fabrication | Subordinated Note (12%, Due 06/10) | 2,410,000        | 2,242,083        | 2,242,083         |
|                                |                   | Membership Units (980 units)       |                  | 250,000          | 142,150           |
|                                |                   | Membership Warrants (3,750 Units)  |                  | 221,154          | 545,004           |
|                                |                   |                                    | <u>2,410,000</u> | <u>2,713,237</u> | <u>2,929,237</u>  |
| Subtotal Affiliate Investments |                   |                                    | <u>8,250,208</u> | <u>9,453,445</u> | <u>10,011,145</u> |

| <b>Portfolio Company</b>                        | <b>Industry</b>         | <b>Type of Investment<br/>(1) (2)</b> | <b>Principal<br/>Amount</b> | <b>Cost</b>          | <b>Fair<br/>Value (3)</b> |
|---|-------------------------|---------------------------------------|-----------------------------|----------------------|---------------------------|
| <i>Control Investments:</i>                     |                         |                                       |                             |                      |                           |
| ARC Industries, LLC (10%)*                      | Remediation<br>Services | Subordinated Note<br>(19%, Due 11/10) | 2,439,935                   | 2,439,935            | 2,439,935                 |
|   |                         | Membership Units<br>(3,000 units)     |                             | 175,000              | 175,000                   |
|   |                         |                                       | 2,439,935                   | 2,614,935            | 2,614,935                 |
| <b>Subtotal Control Investments</b>             |                         |                                       | <b>2,439,935</b>            | <b>2,614,935</b>     | <b>2,614,935</b>          |
| Total Investments,<br>December 31, 2006 (219%)* |                         |                                       | <u>\$ 49,636,553</u>        | <u>\$ 52,661,352</u> | <u>\$ 54,996,428</u>      |

\* Value as a percent of net assets

- (1) All debt and preferred stock investments are income producing. Common stock and all warrants are non-income producing.
- (2) Interest rates on Subordinated debt include cash interest rate and paid-in-kind interest rate.
- (3) All investments are restricted as to resale and were valued at fair value as determined in good faith by the Board of Directors.
- (4) Does not include a warrant to purchase 1,000 shares of Axxiom's common stock which will be held by the Existing Fund upon completion of the formation transactions described in Note 7.
- (5) Pine Street Holdings, LLC is the majority owner of Brantley Transportation, LLC and its sole business purpose is its ownership of Brantley Transportation, LLC.

*See accompanying notes.*

**TRIANGLE MEZZANINE FUND LLLP**  
**Schedule of Investments**  
**December 31, 2005**

| Portfolio Company                               | Industry  | Type of Investment<br>(1) (2)                             | Principal<br>Amount | Cost        | Fair<br>Value (3) |
|---|---|---|---------------------|-------------|-------------------|
| <i>Non-Control / Non-Affiliate Investments:</i> |   |   |                     |             |                   |
| AirServ Corporation (36%)*                      | Airline<br>Services                                 | Subordinated Note<br>(12%, Due 06/09)                     | \$4,000,000         | \$3,703,854 | \$3,703,854       |
|   |   | Common Stock<br>Warrants (1,238,843<br>shares)            |                     | 414,285     | 414,285           |
|   |   |   | 4,000,000           | 4,118,139   | 4,118,139         |
| Ambient Air Corporation<br>(32%)*               | Specialty<br>Trade<br>Contractors                   | Subordinated Note<br>(12%, Due 05/10)                     | 2,543,478           | 2,529,878   | 2,529,878         |
|   |   | Subordinated Note<br>(13%, Due 05/08)                     | 1,153,044           | 1,139,444   | 1,139,444         |
|   |   | Common Stock<br>Warrants (241<br>shares)                  |                     | 27,200      | 27,200            |
|   |   |   | 3,696,522           | 3,696,522   | 3,696,522         |
| Art Headquarters, LLC<br>(24%)*                 | Retail,<br>Wholesale and<br>Distribution            | Subordinated Note<br>(14%, Due 01/10)                     | 2,648,800           | 2,614,081   | 2,614,081         |
|   |   | Membership unit<br>warrants (15% of<br>units (150 units)) |                     | 40,800      | 40,800            |
|   |   |   | 2,648,800           | 2,654,881   | 2,654,881         |
| CV Holdings, LLC (37%)*                         | Specialty<br>Healthcare<br>Products<br>Manufacturer | Subordinated Note<br>(18%, Due 03/10)                     | 4,168,354           | 4,168,354   | 4,168,354         |
|   |   |   | 4,168,354           | 4,168,354   | 4,168,354         |
| DataPath, Inc. (26%)*                           | Satellite<br>Communication<br>Manufacturer          | Common Stock<br>(1,483 shares)                            |                     | 350,000     | 3,000,000         |
|   |   |   |                     | 350,000     | 3,000,000         |
| Flint Trading, Inc. (34%)*                      | Specialty<br>Chemical<br>Manufacturer               | Subordinated Note<br>(18%, Due 09/09)                     | 3,570,972           | 3,570,972   | 3,570,972         |
|   |   | Preferred Stock<br>(9,875 shares)                         |                     | 308,333     | 308,333           |
|   |   |   | 3,570,972           | 3,879,305   | 3,879,305         |
| Garden Fresh Restaurant Corp.<br>(31%)*         | Restaurant  | Subordinated Note<br>(12.8%, Due 12/11)                   | 3,000,000           | 3,000,000   | 3,000,000         |
|   |   | Membership Units<br>(5,000 units)                         |                     | 500,000     | 500,000           |
|   |   |   | 3,000,000           | 3,500,000   | 3,500,000         |
| Life is Good, Inc. (32%)*                       | Apparel<br>Manufacturer<br>and Distributor          | Subordinated Note<br>(18.25%, Due 02/10)                  | 1,075,006           | 1,069,956   | 1,069,956         |
|   |   | Subordinated Note<br>(14%, Due 02/10)                     | 2,536,452           | 2,531,402   | 2,531,402         |
|   |   | Common Stock<br>Warrants (223<br>shares)                  |                     | 10,100      | 10,100            |
|   |   |   | 3,611,458           | 3,611,458   | 3,611,458         |

|                                    |                                      |  |                  |                  |                  |
|------------------------------------|--------------------------------------|--|------------------|------------------|------------------|
| Numo Manufacturing, Inc.<br>(24%)* | Consumer<br>Products<br>Manufacturer | Subordinated Note<br>(13%, Due 12/10)    | 2,700,000        | 2,700,000        | 2,700,000        |
|                                    |                                      | Common Stock<br>Warrants (238<br>shares) |                  | —                | —                |
|                                    |                                      |  | <u>2,700,000</u> | <u>2,700,000</u> | <u>2,700,000</u> |

| <u>Portfolio Company</u>                         | <u>Industry</u>      | <u>Type of Investment<br/>(1) (2)</u> | <u>Principal<br/>Amount</u> | <u>Cost</u>         | <u>Fair<br/>Value (3)</u> |
|--|----------------------|---------------------------------------|-----------------------------|---------------------|---------------------------|
| Subtotal Non-Control / Non-Affiliate Investments |                      |                                       | 27,396,106                  | 28,678,659          | 31,328,659                |
| <i>Affiliate Investments:</i>                    |                      |                                       |                             |                     |                           |
| Genapure Corporation (5%)*                       | Lab Testing Services | Common Stock (4,286 shares)           |                             | 500,000             | 600,000                   |
|  |                      |                                       |                             | 500,000             | 600,000                   |
| Porter's Group LLC (24%)*                        | Metal Fabrication    | Subordinated Note (12%, Due 06/10)    | 2,500,000                   | 2,295,554           | 2,295,554                 |
|  |                      | Membership Units (980 units)          |                             | 250,000             | 250,000                   |
|  |                      | Membership Warrants (3,750 Units)     |                             | 221,153             | 221,153                   |
|  |                      |                                       | 2,500,000                   | 2,766,707           | 2,766,707                 |
| Subtotal Affiliate Investments                   |                      |                                       | 2,500,000                   | 3,266,707           | 3,366,707                 |
| <i>Control Investments:</i>                      |                      |                                       |                             |                     |                           |
| ARC Industries, LLC (21%)*                       | Remediation Services | Subordinated Note (19%, Due 11/10)    | 2,273,245                   | 2,273,245           | 2,273,245                 |
|  |                      | Membership Units (3,000 units)        |                             | 175,000             | 175,000                   |
|  |                      |                                       | 2,273,245                   | 2,448,245           | 2,448,245                 |
| Subtotal Control Investments                     |                      |                                       | 2,273,245                   | 2,448,245           | 2,448,245                 |
| Total Investments, December 31, 2005 (326%)*     |                      |                                       | <u>\$32,169,351</u>         | <u>\$34,393,611</u> | <u>\$37,143,611</u>       |

\* Value as a percent of net assets

- (1) All debt and preferred stock investments are income producing. Common stock and all warrants are non-income producing.
- (2) Interest rates on Subordinated debt include cash interest rate and paid-in-kind interest rate.
- (3) All investments are restricted as to resale and were valued at fair value as determined in good faith by the Board of Directors.

*See accompanying notes.*

**TRIANGLE MEZZANINE FUND LLLP**  
**Notes to Financial Statements**

**1. Organization, Basis of Presentation and Summary of Significant Accounting Policies**

**Organization**

Triangle Mezzanine Fund LLLP (the “Existing Fund”) is a specialty finance limited liability limited partnership formed to make investments primarily in middle market companies located throughout the United States, particularly in the Southeast. The Existing Fund’s term is ten years from the date of formation (August 14, 2002) unless terminated earlier or extended in accordance with provisions of the limited partnership agreement.

The general partner of the Existing Fund is Triangle Mezzanine LLC (the “General Partner”). The General Partner has selected Triangle Capital Partners, LLC as the manager of the Existing Fund (the “Management Company”).

On September 11, 2003, the Existing Fund was licensed to operate as a Small Business Investment Company (“SBIC”) under the authority of the United States Small Business Administration (“SBA”). As a SBIC, the Existing Fund is subject to a variety of regulations concerning, among other things, the size and nature of the companies in which it may invest and the structure of those investments.

On October 10, 2006 a newly organized corporation, Triangle Capital Corporation, was formed for the purpose of acquiring the Existing Fund, raising capital in an initial public offering (the “Offering”) and thereafter operating as an internally managed Business Development Company (“BDC”) under the Investment Company Act of 1940 (the “1940 Act”).

Effective concurrently with the closing of the Offering on February 21, 2007, the following formation transactions were consummated:

- Triangle Capital Corporation acquired 100% of the limited partnership interests in the Existing Fund, which became Triangle Capital Corporation’s wholly owned subsidiary, retained its license by the SBA to operate as a SBIC, and continues to hold its existing investments and make new investments with the proceeds of the Offering.
- Triangle Capital Corporation acquired 100% of the equity interests in Triangle Mezzanine LLC, the general partner of the Existing Fund. The management agreement between the Existing Fund and Triangle Mezzanine LLC was terminated.

Upon completion of the Offering, the merged entity operates as a closed-end, non-diversified investment company and has elected to be treated as a BDC under the 1940 Act. Triangle Capital Corporation will be internally managed by its executive officers (previously employed by the Management Company) under the supervision of the board of directors. Therefore, Triangle Capital Corporation will not pay management or advisory fees, but instead will incur the operating costs associated with employing executive management and investment and portfolio management professionals.

As a result of completion of the Offering and formation transactions, the Existing Fund became a 100% owned subsidiary of Triangle Capital Corporation. The General partner of the Existing Fund is the New General Partner (which is wholly owned by Triangle Capital Corporation) and the limited partners of the Existing Fund are Triangle Capital Corporation (99.9%) and the New General Partner (0.1%).

**Basis of Presentation**

The financial statements of the Existing Fund include the accounts of the Existing Fund. The Existing Fund does not consolidate portfolio company investments. The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States.

**Significant Accounting Policies**

***Rights and Preferences of the Partners***

Limited partners of the Existing Fund are not liable for obligations of the Existing Fund. The management and operation of the Existing Fund and the formation of investment policy is vested exclusively in the General Partner. Limited partners take no part in the control or management of the business or affairs of the Existing Fund or vote on any matter relative to the Existing Fund.

### *Allocations and Distributions*

Historically, cumulative net increase in net assets resulting from operations is allocated to the partners in the following order: first to the extent of the limited partner's preferred return, second to the General Partner until its allocation equals 20.0% of the limited partner's preferred return divided by 80.0%, and third 80.0% to the limited partners and 20.0% to the General Partner of any remaining amounts. The limited partner's preferred return is an amount equal to 7.0%, compounded annually, of the partner's net capital contribution. Cumulative net losses are allocated to the partners in proportion to their capital contributions.

Generally, distributions are allocated to the partners in the following order: first to the extent of the income taxes imposed on the partner with respect to income allocated to the partner, second to each limited partner to the extent of the limited partner's preferred return, third to each partner to the extent of contributed capital, fourth to the General Partner until its allocation equals 20.0% of the cumulative distributions, and fifth 80.0% to the limited partners and 20.0% to the General Partner. Distributions are at the discretion of the General Partner. During 2006, the Existing Fund distributed \$5,000,010 in cash to the limited partners of the Existing Fund and recorded a partners distribution payable of \$531,566 to the General Partner, which will be distributed in the first quarter of 2007.

In conjunction with the completion of the Offering in February 2007, as more fully described above, the Existing Fund's Limited Partnership Agreement was amended. As a result, allocations of profits and losses and distributions of the Existing Fund, generally, are allocated to the partners in proportion to their respective partnership percentages.

### *Use of Estimates*

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

### *Valuation of Investments*

The Existing Fund invests primarily in debt and equity of privately held companies for which market prices are not available. Therefore, the Existing Fund values all of its investments at fair value, as determined in good faith by the Board of Directors. Due to the inherent uncertainty in the valuation process, the Board of Directors' estimate of fair value may differ significantly from the values that would have been used had a ready market for the securities existed, and the differences could be material. In addition, changes in the market environment and other events that may occur over the life of the investments may cause the gains or losses ultimately realized on these investments to be different than the valuations currently assigned.

Debt and equity securities that are not publicly traded and for which a limited market does not exist are valued at fair value as determined in good faith by the Board of Directors. There is no single standard for determining fair value in good faith, as fair value depends upon circumstances of each individual case. In general, fair value is the amount that the Existing Fund might reasonably expect to receive upon the current sale of the security which, for investments that are less than nine months old typically equates to the original cost basis unless there has been significant over-performance or under-performance by the portfolio company. In making the good faith determination of the value of these securities, the Existing Fund starts with the cost basis of the security, which includes the amortized original issue discount, and payment-in-kind (PIK) interest, if any. Management evaluates the investments in portfolio companies using the most recent portfolio company financial statements and forecasts. Management also consults with portfolio company senior management to obtain further updates on the portfolio company's performance, including information such as industry trends, new product development and other operational issues. In addition, when evaluating equity securities of private companies, the Existing Fund considers common valuation techniques used by qualified valuation professionals. These valuation techniques consist of: valuation based on original transaction multiples and the portfolio company's financial performance, valuation of the securities based on recent sales in comparable transactions, and a review of similar companies that are publicly traded and the market multiple of their equity securities. The Existing Fund also uses a risk rating system to estimate the probability of default on the debt securities and the probability of loss if there is a default. The risk rating system covers both qualitative and quantitative aspects of the business and the securities held. Additionally, in connection with the process to determine fair value, the Existing Fund has engaged a third-party valuation firm to assist in the valuation process by reviewing a selection of portfolio company valuations prepared by the Existing Fund.

When originating a debt security, the Existing Fund will sometimes receive warrants or other equity-related securities from the borrower. The Existing Fund determines the cost basis of the warrants or other equity-related securities received based upon their respective fair values on the date of receipt in proportion to the total fair value of the debt and warrants or other equity-related securities received. Any resulting discount on the loan from recordation of the warrant or other equity instruments is accreted into interest income over the life of the loan.

### ***Realized Gain or Loss and Unrealized Appreciation or Depreciation of Portfolio Investments***

Realized gains or losses are recorded upon the sale or liquidation of investments and calculated as the difference between the net proceeds from the sale or liquidation, if any, and the cost basis of the investment using the specific identification method. Unrealized appreciation or depreciation reflects the difference between the valuation of the investments and the cost basis of the investments.

### ***Investment Classification***

In accordance with the provisions of the 1940 Act, the Existing Fund classifies investments by level of control. As defined in the 1940 Act, "Control Investments" are investments in those companies that the Existing Fund is deemed to "Control." "Affiliate Investments" are investments in those companies that are "Affiliated Companies" of the Existing Fund, as defined in the 1940 Act, other than Control Investments. "Non-Control/Non-Affiliate Investments" are those that are neither Control Investments nor Affiliate Investments. Generally, under the 1940 Act, the Existing Fund is deemed to control a company in which it has invested if the Existing Fund owns more than 25.0% of the voting securities of such company or has greater than 50.0% representation on its board. The Existing Fund is deemed to be an affiliate of a company in which the Existing Fund has invested if it owns between 5.0% and 25.0% of the voting securities of such company.

### ***Cash and Cash Equivalents***

The Existing Fund considers all highly liquid investments with an original maturity of three months or less at the date of purchase to be cash and cash equivalents.

### ***Deferred Financing Fees***

Costs incurred to obtain long-term debt are capitalized and are amortized over the term of the debt agreements using the effective interest method.

### ***Income Taxes***

No provision for income taxes is included in the financial statements because all income, deductions, gains, losses, and credits are reported in the tax returns of the partners.

### ***Investment Income***

Interest income, adjusted for amortization of premium and accretion of original issue discount, is recorded on the accrual basis to the extent that such amounts are expected to be collected. The Existing Fund will stop accruing interest on investments and write off any previously accrued and uncollected interest when it is determined that interest is no longer collectible. Dividend income is recorded on the ex-dividend date.

### ***Fee Income***

Loan origination, facility, commitment, consent and other advance fees received in connection with loan agreements are recorded as deferred income and recognized as income over the term of the loan. Loan prepayment penalties are recorded into income when received. Any previously deferred fees are immediately recorded into income upon prepayment of the related loan.

### ***Payment in Kind Interest***

The Existing Fund holds loans in its portfolio that contain a payment-in-kind ("PIK") interest provision. The PIK interest, computed at the contractual rate specified in each loan agreement, is added to the principal balance of the loan and is recorded as interest income. Thus the actual collection of this interest generally occurs at the time of loan principal repayment. The Existing Fund will generally cease accruing PIK interest if there is insufficient value to support the accrual or if the investee is not expected to be able to pay all principal and interest due.

### ***Management Fee***

The Management Company, a related party, is majority owned by three managing directors of the Existing Fund and is responsible for most of the routine operating expenses of the Existing Fund. The Management Company is entitled to a quarterly management fee, which, under the Existing Fund's partnership agreement, is payable at an annual rate of 2.5% of total aggregate subscriptions of all institutional partners and capital available from the SBA. Payments of the management fee are made quarterly in advance. Certain direct expenses such as legal, audit, tax and limited partner expense are the responsibility of the Existing Fund. The management fee for the years ended December 31, 2006, 2005 and 2004 was \$1,589,070, \$1,573,602 and \$1,563,747, respectively. In



conjunction with the completion of the Offering in February 2007, more fully described above, the management agreement was terminated.

### **Segments**

The Company lends to and invests in customers in various industries. The Existing Fund separately evaluates the performance of each of its lending and investment relationships. However, because each of these loan and investment relationships has similar business and economic characteristics, they have been aggregated into a single lending and investment segment. All applicable segment disclosures are included in or can be derived from the Existing Fund's financial statements.

### **Concentration of Credit Risk**

The Existing Fund's investees are generally lower middle-market companies in a variety of industries. At December 31, 2005, the Existing Fund had five investments that were individually greater than or equal to 10.0% of the total investment portfolio. These five investments represented approximately 52.0% of the total investment portfolio. There were no individual investments greater than 10% of the Existing Fund's portfolio at December 31, 2006. Income, consisting of interest, dividends, fees, other investment income, and realization of gains or losses on equity interests, can fluctuate dramatically upon repayment of an investment or sale of an equity interest and in any given year can be highly concentrated among several investees.

The Existing Fund's investments carry a number of risks including, but not limited to: 1) investing in lower middle market companies which have a limited operating history and financial resources; 2) investing in senior subordinated debt which ranks equal to or lower than debt held by other investors; 3) holding investments that are not publicly traded and are subject to legal and other restrictions on resale and other risks common to investing in below investment grade debt and equity instruments.

### **Recently Issued Accounting Standards**

In December 2004, the Financial Accounting Standards Board (FASB) issued FASB Statement No. 123 (revised 2004), *Share Based Payment* (SFAS 123R), which is a revision of FASB Statement No. 123, *Accounting for Stock-Based Compensation* (SFAS 123). This statement supersedes APB Opinion 25, *Accounting for Stock Issued to Employees* (APB 25). Generally, the approach in SFAS 123R is similar to the approach described in SFAS 123; however, SFAS 123R requires all share-based payments to employees, including grants of employee stock options, to be recognized in the income statement based on their fair values. Pro forma disclosure is no longer an alternative.

The Existing fund has not issued any share-based payment awards since inception, however if the Existing Fund issues share-based payment awards in the future, the implementation of SFAS 123R's fair value method may result in significant non-cash charges which will increase reported operating expenses; however, it will have no impact on cash flows. The impact of implementation of SFAS 123R cannot be predicted at this time because it will depend on the level of share-based payments granted in the future.

In February 2006, the FASB issued FASB Statement No. 155, *Accounting for Certain Hybrid Financial Instruments* an amendment of FASB Statements No. 133 and 140. This Statement is effective for all financial instruments acquired or issued after the beginning of an entity's first fiscal year that begins after September 15, 2006. The adoption of this statement did not have a material impact on the Existing Fund's financial position, results of operations of cash flows.

In July 2006, the FASB released FASB Interpretation No. 48 *Accounting for Uncertainty in Income Taxes* (FIN 48). FIN 48 provides guidance for how uncertain tax positions should be recognized, measured, presented and disclosed in the financial statements. FIN 48 requires the evaluation of tax positions taken or expected to be taken in the course of preparing the Company's tax returns to determine whether the tax positions are "more-likely-than-not" of being sustained by the applicable tax authority. Tax positions not deemed to meet the more-likely-than-not threshold would be recorded as a tax benefit or expense in the current year. Adoption of FIN 48 is required for fiscal years beginning after December 15, 2006 and is to be applied to all open tax years as of the effective date. At this time, management is evaluating the implications of FIN 48 and its impact in the financial statements has not yet been determined.

In September 2006, the FASB issued Statement of Financial Accounting Standards No. 157 *Fair Value Measurements* (SFAS 157), which defines fair value, establishes a framework for measuring fair value in generally accepted accounting principles ("GAAP"), and expands disclosures about fair value measurements. This Statement applies under other accounting pronouncements that require or permit fair value measurements, the FASB having previously concluded in those accounting pronouncements that fair value is the relevant measurement attribute. SFAS 157 is effective for financial statements issued for fiscal years beginning after November 15, 2007, and interim periods within those fiscal years. The Existing Fund is currently evaluating the impact on its financial statements of adopting SFAS 157.

In September 2006, the SEC issued Staff Accounting Bulletin No. 108 (SAB 108). SAB 108 provides guidance on the consideration of prior year misstatements in quantifying current year misstatements for the purpose of a materiality assessment. The staff of the Securities and Exchange Commission (the “Staff”) believes registrants must quantify the impact of correcting all misstatements, including both carryover and reversing effects of prior year misstatements, on a company’s current year Consolidated Financial Statements. The Staff prescribes two approaches to assessing the materiality of misstatements: the “rollover” approach, which quantifies misstatements based on the amount of error originating in the current year income statement and the “iron curtain approach,” which quantifies misstatements based on the effects of correcting the cumulative effect existing in the balance sheet at the end of the current year. If under either approach, misstatements are deemed material, a company is required to adjust its financial statements, including correcting prior year financial statements, even if such correction was, and continues to be, immaterial to the prior year financial statements. Correcting prior year financial statements for immaterial errors would not require a company to amend previously filed reports, and such corrections may be made the next time the company files its prior year statements. The Existing Fund did not have any adjustments resulting from the application of SAB 108, which was effective for the fiscal year ended December 31, 2006.

## 2. Line of Credit

The Existing Fund entered into a commitment with a bank in March 2004, consisting of a \$4,000,000 revolving line of credit, which was to expire on January 13, 2007. At December 31, 2005, there were no outstanding borrowings under the line of credit. The Existing Fund terminated the line of credit in August 2006.

## 3. Long-Term Debt

The Existing Fund has the following debentures outstanding guaranteed by the SBA:

| Issuance Date      | Maturity Date     | Prioritized<br>Return Rate | December 31         |                     |
|--------------------|-------------------|----------------------------|---------------------|---------------------|
|                    |                   |                            | 2006                | 2005                |
| September 22, 2004 | September 1, 2014 | 5.539%                     | \$ 8,700,000        | \$ 8,700,000        |
| March 23, 2005     | March 1, 2015     | 5.893%                     | 13,600,000          | 13,600,000          |
| September 28, 2005 | September 1, 2015 | 5.796%                     | 9,500,000           | 9,500,000           |
|                    |                   |                            | <u>\$31,800,000</u> | <u>\$31,800,000</u> |

Interest payments are payable semi-annually. There are no principal payments required on these issues prior to maturity. All debentures are subject to prepayment penalties. The SBA has provided a commitment of up to \$41,850,000 of which \$10,050,000 remains unused by the Existing Fund as of December 31, 2006. The Existing Fund pays a one-time 1.0% fee on the total commitment from the SBA and a one-time 2.5% fee on the amount of each debenture issued. These fees are capitalized as deferred financing costs and are amortized over the term of the debt agreements using the effective interest method. The weighted average interest rate for all debentures as of December 31, 2006 and 2005 was 5.767%.

#### 4. Portfolio Investments

Summaries of the composition of the Existing Fund's investment portfolio at cost and fair value as a percentage of total investments are shown in the following tables:

|                    | December 31, |      |
|--------------------|--------------|------|
|                    | 2006         | 2005 |
| <b>Cost:</b>       |              |      |
| Subordinated debt  | 93%          | 92%  |
| Equity             | 5            | 6    |
| Equity warrants    | 2            | 2    |
| Royalty rights     | —            | —    |
|                    | 100%         | 100% |
| <b>Fair Value:</b> |              |      |
| Subordinated debt  | 86%          | 85%  |
| Equity             | 10           | 13   |
| Equity warrants    | 3            | 2    |
| Royalty rights     | 1            | —    |
|                    | 100%         | 100% |

The Existing Fund invests in portfolio companies in the United States with an emphasis on the southeast United States. The following tables show the portfolio composition by geographic location at cost and fair value as a percentage of total investments. The geographic composition is determined by the location of the corporate headquarters of the portfolio company.

|                    | December 31, |      |
|--------------------|--------------|------|
|                    | 2006         | 2005 |
| <b>Cost:</b>       |              |      |
| Southeast          | 52%          | 59%  |
| Non-Southeast      | 48%          | 41%  |
|                    | 100%         | 100% |
| <b>Fair Value:</b> |              |      |
| Southeast          | 55%          | 62%  |
| Non-Southeast      | 45%          | 38%  |
|                    | 100%         | 100% |

#### 5. Financial Highlights

|   | Year Ended December 31, |              |             |             |
|---|-------------------------|--------------|-------------|-------------|
|   | 2006                    | 2005         | 2004        | 2003        |
| Net assets at end of period                                 | \$25,155,414            | \$11,364,547 | \$5,003,825 | \$2,928,045 |
| Ratio of operating expenses to average net assets           | 18%                     | 43%          | 40%         | 107%        |
| Ratio of net investment income (loss) to average net assets | 15%                     | 35%          | (1%)        | (104%)      |
| Ratio of total capital called to total capital commitments  | 100%                    | 50%          | 35%         | 20%         |
| Portfolio turnover ratio                                    | 7%                      | 39%          | 0%          | 0%          |
| Total Return  | 18%                     | 4%           | (29%)       | 57%         |

## 6. Selected Quarterly Financial Data (Unaudited)

The following tables set forth certain quarterly financial information for each of the eight quarters in the two years ended December 31, 2006. Results for any quarter are not necessarily indicative of results for the full year or for any future quarter.

|  | Quarter Ended     |                  |                       |                      |
|--|-------------------|------------------|-----------------------|----------------------|
|  | March 31,<br>2006 | June 30,<br>2006 | September 30,<br>2006 | December 31,<br>2006 |
| Total investment income                              | \$1,401,965       | \$1,898,543      | \$ 1,713,483          | \$1,708,813          |
| Net investment income                                | 505,638           | 994,711          | 830,057               | 755,012              |
| Net increase in net assets resulting from operations | 505,638           | 4,190,320        | 1,058,757             | 2,942,728            |

|   | Quarter Ended     |                  |                       |                      |
|---|-------------------|------------------|-----------------------|----------------------|
|   | March 31,<br>2005 | June 30,<br>2005 | September 30,<br>2005 | December 31,<br>2005 |
| Total investment income   | \$1,058,566       | \$ 1,376,424     | \$ 1,912,888          | \$1,615,285          |
| Net investment income   | 370,425           | 533,065          | 1,060,819             | 733,913              |
| Net increase (decrease) in net assets resulting from operations | 370,425           | (1,741,935)      | 2,810,819             | 1,733,913            |

## 7. Subsequent Events

### *SBA Guaranteed Debentures Payable*

On February 1, 2007, the Existing Fund borrowed an additional \$4 million under the SBA debenture commitment.

### *New Entity Formation*

On October 10, 2006 a newly organized corporation, Triangle Capital Corporation, was formed for the purpose of acquiring the Existing Fund, raising capital in an initial public offering and thereafter operating as an internally managed BDC under the 1940 Act.

On February 21, 2007, concurrent with the closing of the Offering, the following formation transactions were consummated:

- Triangle Capital Corporation acquired 100% of the limited partnership interests in the Existing Fund, which became Triangle Capital Corporation's wholly owned subsidiary, retained its license by the SBA to operate as a SBIC, and continues to hold its existing investments and make new investments with the proceeds of the Offering.
- Triangle Capital Corporation acquired 100% of the equity interests in Triangle Mezzanine LLC, the general partner of the Existing Fund and the management agreement between the Existing Fund and Triangle Mezzanine LLC was terminated.

The Offering consisted of the sale of 4,770,000 shares of Common Stock at a price of \$15 per share, resulting in net proceeds of approximately \$65.2 million.

Upon completion of the Offering, the merged entity operates as a closed-end, non-diversified investment company and has elected to be treated as a BDC under the 1940 Act. Triangle Capital Corporation will be internally managed by its executive officers (previously employed by the Existing Fund's management company) under the supervision of the board of directors. Therefore, Triangle Capital Corporation will not pay management or advisory fees, but instead will incur the operating costs associated with employing executive management and investment and portfolio management professionals.

As a result of completion of the Offering and formation transactions, the Existing Fund became a 100% wholly owned subsidiary of Triangle Capital Corporation. The General partner of the Existing Fund is the New General Partner (which is wholly owned by Triangle Capital Corporation) and the limited partners of the Existing Fund are Triangle Capital Corporation (99.9%) and the New General Partner (0.1%).

Triangle Capital Corporation has adopted, effective upon completion of the Offering, the Triangle Capital Corporation 2007 Equity Incentive Plan whereby the compensation committee of the board of directors may award stock options, restricted stock or other stock based incentive awards to executive officers, employees and directors. Up to 900,000 shares are available for grant under the Plan.

***Sale of Investment in Numo Manufacturing, Inc.***

On March 19, 2007, the Existing Fund sold its investment in Numo Manufacturing, Inc. (“Numo”) for approximately \$1.2 million in cash. In the second quarter of 2006, the fund recorded a 100% unrealized loss on its investment in Numo and had written down the carrying value of our investment in Numo to zero. As a result of the sale, we have adjusted the carrying value of our investment in Numo to \$1.2 million as of December 31, 2006.

## EXHIBIT INDEX

| Exhibit Number | Description  |
|----------------|--|
| 2.1            | Agreement and Plan of Merger, dated as of November 2, 2006, by and among Triangle Capital Corporation, New Triangle GP, LLC, and Triangle Mezzanine LLC (Filed as Exhibit (k)(7) to the Registrant's Registration Statement on Form N-2/N-5 (File No. 333-138418) filed with the Securities and Exchange Commission on November 3, 2006 and incorporated herein by reference).     |
| 2.2            | Agreement and Plan of Merger, dated as of November 2, 2006, by and among Triangle Capital Corporation, TCC Merger Sub, LLC and Triangle Mezzanine Fund LLLP (Filed as Exhibit (k)(8) to the Registrant's Registration Statement on Form N-2/N-5 (File No. 333-138418) filed with the Securities and Exchange Commission on November 3, 2006 and incorporated herein by reference). |
| 3.1            | Articles of Amendment and Restatement of the Registrant (Filed as Exhibit (a)(3) to the Registrant's Registration Statement on Form N-2/N-5 (File No. 333-138418) filed with the Securities and Exchange Commission on December 29, 2006 and incorporated herein by reference).  |
| 3.2            | Certificate of Limited Partnership of Triangle Mezzanine Fund LLLP (Filed as Exhibit (a)(4) to the Registrant's Registration Statement on Form N-2/N-5 (File No. 333-138418) filed with the Securities and Exchange Commission on February 13, 2007 and incorporated herein by reference).   |
| 3.3            | Amended and Restated Agreement of Limited Partnership of Triangle Mezzanine Fund LLLP (Filed as Exhibit (k)(9) to the Registrant's Registration Statement on Form N-2/N-5 (File No. 333-138418) filed with the Securities and Exchange Commission on February 13, 2007 and incorporated herein by reference).  |
| 3.4            | Amended and Restated Bylaws of the Registrant (Filed as Exhibit (b) to the Registrant's Registration Statement on Form N-2/N-5 (File No. 333-138418) filed with the Securities and Exchange Commission on December 29, 2006 and incorporated herein by reference).   |
| 4.1            | Form of Common Stock Certificate (Filed as Exhibit (d) to the Registrant's post -effective amendment to the Registration Statement on Form N-2/N-5 (File No. 333-138418) filed with the Securities and Exchange Commission on February 15, 2007 and incorporated herein by reference).   |
| 4.2            | Form of Dividend Reinvestment Plan (Filed as Exhibit (e) to the Registrant's Registration Statement on Form N-2/N-5 (File No. 333-138418) filed with the Securities and Exchange Commission on December 29, 2006 and incorporated herein by reference).  |
| 10.1†          | Employment Agreement between Triangle Capital Corporation and Garland S. Tucker, III dated February 21, 2007.  |
| 10.2†          | Employment Agreement between Triangle Capital Corporation and Brent P.W. Burgess dated February 21, 2007.  |
| 10.3†          | Employment Agreement between Triangle Capital Corporation and Steven C. Lilly dated February 21, 2007.   |
| 10.4†          | Employment Agreement between Triangle Capital Corporation and Tarlton H. Long dated February 21, 2007.   |
| 10.5†          | Employment Agreement between Triangle Capital Corporation and David F. Parker dated February 21, 2007.   |
| 10.6†          | Triangle Capital Corporation 2007 Equity Incentive Plan (Filed as Exhibit (i) to the Registrant's pre-effective amendment to the Registration Statement on Form N-2/N-5 (File No. 333-138418) filed with the Securities and Exchange Commission on February 13, 2007 and incorporated herein by reference).  |
| 10.7           | Custodian Agreement with U.S. Bank National Association.   |
| 10.8           | Sublease Assignment and Assumption of Assignor's Interest dated January 17, 2007.  |
| 10.9           | Form of Stock Transfer Agency Agreement between Triangle Capital Corporation and The Bank of New York (Filed as Exhibit (k)(1) to the Registrant's pre-effective amendment to the Registration Statement on Form N-2/N-5 (File No. 333-138418) filed with the Securities and Exchange Commission on February 13, 2007 and incorporated herein by reference).                       |
| 14.1           | Code of Conduct.   |
| 21.1           | List of Subsidiaries.  |
| 31.1           | Chief Executive Officer Certification Pursuant to Rule 13a-14 of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.  |
| 31.2           | Chief Financial Officer Certification Pursuant to Rule 13a-14 of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.  |

- 32.1 Chief Executive Officer Certification pursuant to Section 1350, Chapter 63 of Title 18, United States Code, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
- 32.1 Chief Financial Officer Certification pursuant to Section 1350, Chapter 63 of Title 18, United States Code, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
- † Management contract or compensatory plan or arrangement.

**EMPLOYMENT AGREEMENT**

This Employment Agreement (this “Agreement”), effective as of the date of the consummation of the initial public offering of common stock of Triangle Capital Corporation (the “Effective Date”), is entered into by and among Triangle Capital Corporation, a Maryland corporation (the “Company”), and Garland S. Tucker, III (the “Executive”).

**WITNESSETH:**

WHEREAS, the Company desires to induce the Executive to enter into an agreement of employment with the Company for the period provided in this Agreement; and

WHEREAS, the Executive is willing to accept such employment on a full-time basis, all in accordance with the terms and conditions set forth below;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereto hereby covenant and agree as follows:

1. Employment

(a) The Company hereby agrees to employ the Executive, and the Executive hereby agrees to accept such employment with the Company, beginning on the Effective Date and continuing for the period set forth in Section 2 hereof, all upon the terms and conditions hereinafter set forth.

(b) The Executive affirms and represents that as of the Effective Date, he is under no obligation to any former employer or other party that is in any way inconsistent with or imposes any restriction on the Executive’s acceptance of employment hereunder with the Company, the employment of the Executive by the Company, or the Executive’s undertakings under this Agreement.

2. Term of Employment

(a) Unless earlier terminated as provided in this Agreement, the term of the Executive’s employment pursuant to this Agreement shall be for a period beginning on the Effective Date and ending on the second anniversary of the Effective Date (the “Initial Term”).

(b) The term of the Executive’s employment under this Agreement shall be automatically renewed for additional one-year terms (each a “Renewal Term”), unless earlier terminated as provided in this Agreement, upon the expiration of the Initial Term or any Renewal Term unless the Company or the Executive delivers to the other, at least three (3) months prior to the expiration of the Initial Term or the then current Renewal Term, as the case may be, a written notice specifying that the term of the Executive’s employment will not be renewed at the end of the Initial Term or such Renewal Term, as the case may be. The Initial Term together with any Renewal Terms shall hereinafter be referred to as the “Employment Term.”

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3. Duties. The Executive shall be employed as the President and Chief Executive Officer of the Company, shall faithfully and competently perform such duties as inherent in such position and as are specified in the Bylaws of the Company. The Executive shall perform his duties principally at the offices of the Company in Raleigh, North Carolina, with such travel to such other locations from time to time as the positions of President and Chief Executive Officer may reasonably demand. Except as may otherwise be approved in advance by the Board of Directors of the Company, and except during vacation periods and reasonable periods of absence due to sickness, personal injury or other disability, the Executive shall devote his full business time throughout the Employment Term to the services required of him hereunder. The Executive shall render his business services exclusively to the Company and its subsidiaries during the Employment Term and shall use his best efforts, judgment and energy to improve and advance the business and interests of the Company and its subsidiaries in a manner consistent with the duties of his position. Nothing contained in this Section 3 shall preclude the Executive from performing services for charitable or not-for-profit community organizations, provided that such activities do not interfere with the Executive's performance of his duties and responsibilities under this Agreement.

4. Salary; Bonuses; Special Bonuses.

(a) Salary. As compensation for the performance by the Executive of the services to be performed by the Executive hereunder during the Employment Term, the Company shall pay the Executive a base salary at the annual rate of Two Hundred Sixty-Five Thousand Dollars (\$265,000) (said amount, together with any increases thereto as may be authorized from time to time by the Compensation Committee of the Board of Directors of the Company in its sole discretion, being hereinafter referred to as "Salary"). Any Salary payable hereunder shall be paid in regular intervals in accordance with the Company's payroll practices from time to time in effect.

(b) Bonus. The Executive may receive bonus compensation from the Company in respect of any fiscal year (or portion thereof) occurring during the Employment Term at the discretion of the Compensation Committee of the Board of Directors of the Company. Any bonus or incentive compensation payable pursuant to a plan that bases such bonus or incentive compensation on the Executive's salary shall be based on the Executive's highest annual rate of Salary at any time during such fiscal year. In no circumstance, however, shall the Executive's cash bonus in any year equal more than 100% of his then current Salary, not including any of the Executive's tax gross-ups, expense reimbursements or similar payments which have been approved by the Compensation Committee of the Board of Directors.

5. Other Benefits; Company Stock.

(a) General. During the Employment Term, the Executive shall:

(i) be eligible to participate in employee fringe benefits and pension and/or profit sharing plans that may be provided by the Company for its senior executive employees in accordance with the provisions of any such plans, as the same may be in effect from time to time;

(ii) be eligible to participate in the Company's long-term incentive and equity plans that may from time to time be adopted by the Company, including the Company's 2007 Equity Incentive Plan;

(iii) be eligible to participate in any medical and health plans or other employee welfare benefit plans that may be provided by the Company for its senior executive employees in accordance with the provisions of any such plans, as the same may be in effect from time to time;

(iv) be entitled to the number of paid vacation days in each calendar year determined by the Company from time to time for its senior executive officers, provided that such number of paid vacation days in each calendar year shall not be less than twenty work days (four calendar weeks); the Executive shall also be entitled to all paid holidays given by the Company to its senior executive officers;

(v) be entitled to sick leave, sick pay and disability benefits in accordance with any Company policy that may be applicable to senior executive employees from time to time, and

(vi) be entitled to reimbursement for all reasonable and necessary direct out-of-pocket business expenses incurred by the Executive in the performance of his duties hereunder in accordance with the Company's normal policies from time to time in effect (including, without limitation, relocation expenses).

6. Confidential Information. The Executive hereby covenants, agrees and acknowledges as follows:

(a) The Executive shall not, without the prior express written consent of the Company, directly or indirectly, use for any purpose any Confidential Information (as defined below) in any way, or divulge, disclose or make available or accessible any Confidential Information to any person, firm, partnership, corporation, trust or any other entity or third party unless (i) such disclosure is reasonably necessary or appropriate in connection with the performance by the Executive of his duties as an executive of the Company or (ii) such disclosure is required by applicable law or (iii) the Executive is requested or required by a judicial or arbitration body or governmental agency (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any such information, in which case the Executive will (A) promptly notify the Company of such request or requirement, so that the Company may seek an appropriate protective order and (B) cooperate with the Company, at its expense, in seeking such an order.

(b) "Confidential Information" means all information concerning the business and activities of the Company and any of its affiliates, including, without limitation, concerning the portfolio companies, investments, suppliers, employees, consultants, prospects, computer or other files, projects, products, computer disks or other media, computer hardware or computer software programs, underwriting, lending or investment standards, marketing plans, financial information, methodologies, know-how, processes, trade secrets, policies, practices, projections, forecasts, formats, operational methods, product development techniques, research,

strategies or information agreed to with third parties to be kept confidential by the Company and any of its affiliates. Notwithstanding the immediately preceding sentence, Confidential Information shall not include any information that is, or becomes, a part of the public domain or generally available to the public (unless such availability occurs as a result of any breach by the Executive of this Agreement) or any business knowledge and experience of the type usually acquired by persons engaged in positions similar to the Executive's position with the Company, to the extent such knowledge and experience is non-Company specific and not proprietary to the Company or any of its affiliates.

(c) The Executive shall not disclose, use or make known for his or another's benefit any Confidential Information or use such Confidential Information in any way except as is in the best interests of the Company in the performance of the Executive's duties under this Agreement. The Executive may disclose Confidential Information when required by a third party and applicable law or judicial process, but only after providing immediate notice to the Company at any third party's request for such information, which notice shall include the Executive's intent with respect to such request.

(d) The Executive agrees that upon termination of his employment with the Company for any reason, the Executive shall forthwith return to the Company all Confidential Information in whatever form maintained (including, without limitation, computer discs and other electronic media).

(e) The Executive acknowledges and agrees that a remedy at law for any breach or threatened breach of the provisions of this Section 6 would be inadequate and, therefore, agrees that the Company shall be entitled to injunctive relief in addition to any other available rights and remedies in case of any such breach or threatened breach by the Executive (and the Executive hereby waives any requirement that any of the Company provide a bond or other security in connection with the issuance of any such injunction); provided, however, that nothing contained herein shall be construed as prohibiting the Company from pursuing any other rights and remedies available for any such breach or threatened breach.

(f) The obligations of the Executive under this Section 6 shall, except as otherwise provided herein, survive the termination of the Employment Term and the expiration or termination of this Agreement.

(g) Without limiting the generality of Section 9 hereof, the Executive hereby expressly agrees that the foregoing provisions of this Section 6 shall be binding upon the Executive's heirs, successors and legal representatives.

#### 7. Termination.

(a) The Executive's employment hereunder shall be terminated upon the occurrence of any of the following:

(i) death of the Executive;

(ii) the Executive's inability to perform his duties on account of disability or incapacity for a period of one hundred eighty (180) or more days, whether or not consecutive, within any period of twelve (12) consecutive months;

(iii) the Company giving written notice, at any time, to the Executive that the Executive's employment is being terminated "for cause" (as defined below);

(iv) the Company giving written notice to the Executive that (A) the Executive's employment is being terminated other than during the two-year period commencing with a "Change in Control" (as defined below) and other than pursuant to clauses (i), (ii) or (iii) above, or (B) the Executive's employment will not be renewed at the end of the applicable Employment Term other than during the two-year period commencing with a "Change in Control" and other than pursuant to clauses (i), (ii) or (iii) above;

(v) the Company giving written notice that the Executive's employment is being terminated during the two-year period commencing with a Change in Control other than pursuant to clauses (i), (ii) or (iii) above, or the Company giving written notice specifying that the Executive's employment will not be renewed at the end of the applicable Employment Term falling within the two-year period commencing with a Change in Control other than pursuant to clause (i), (ii) or (iii) above;

(vi) the Executive resigning with "Good Reason" (as defined below) during the two-year period commencing with a Change in Control;

(vii) the Executive resigning for any reason whatsoever (whether by reason of retirement, resignation or otherwise), except as set forth in clauses (vi) or (viii); or

(viii) the Executive resigning for any reason whatsoever (whether by reason of retirement, resignation or otherwise) during the period commencing on the three hundred sixty-sixth (366th) day following a Change in Control and ending on the three hundred ninety-sixth (396th) day following such Change in Control.

(b) The following actions, failures and events by or affecting the Executive shall constitute "cause" for termination within the meaning of clause (iii) above: (i) gross negligence by the Executive in the performance of, or the willful disregard by the Executive of, his obligations under this Agreement or otherwise relating to his employment, which gross negligence or willful disregard continues unremedied for a period of fifteen (15) days after written notice thereof to the Executive; (ii) acts of dishonesty by the Executive that are materially detrimental to one or more of the Company or its subsidiaries; (iii) the Executive's material breach of this Agreement; (iv) the Executive being convicted of, or pleading guilty or no contest to, a felony or other crime having as its predicate element fraud, dishonesty or misappropriation, or the entry of any order or consent decree, whether or not liability is admitted or denied, by the Securities and Exchange Commission against the

Executive in respect of charges that the Executive violated any provision of the Investment Company Act of 1940 or the Securities Exchange Act of 1934, other than provisions requiring the maintenance of proper books and records; or (v) failure by the Executive to obey the reasonable and lawful orders and policies of the Board of Directors of the Company that are material to and consistent with the terms of this Agreement, which failure continues unremedied for a period of fifteen (15) days after written notice thereof to the Executive (provided that in the case of clauses (ii) or (iii) above, the Executive shall have received written notice of such proposed termination. For purposes of this definition, no act or failure to act by the Executive shall be considered “willful” unless done or omitted to be done by the Executive in bad faith and without reasonable belief that the Executive’s action or omission was in the best interests of the Company.

(c) “Good Reason” shall mean, on and after a Change in Control, without the Executive’s written consent, the occurrence of any of the following events:

(i) (A) any change in the duties or responsibilities (including reporting responsibilities) of the Executive that is inconsistent in any material and adverse respect with the Executive’s position(s), duties, responsibilities or status with the Company immediately prior to such Change in Control (including any material and adverse diminution of such duties or responsibilities); provided, however, that Good Reason shall not be deemed to occur upon a change in duties or responsibilities (other than reporting responsibilities) that is solely and directly a result of the Company no longer being a publicly traded entity and does not involve any other event set forth in this paragraph (i); or (B) a material and adverse change in the Executive’s titles or offices with the Company as in effect immediately prior to such Change in Control;

(ii) a material reduction by the Company in the Executive’s rate of annual base salary or annual target bonus opportunity (including any material and adverse change in the formula for such annual bonus target) as in effect immediately prior to such Change in Control;

(iii) any requirement of the Company that the Executive be based anywhere more than thirty-five (35) miles from the office where the Executive is located at the time of such Change in Control, if such relocation increases the Executive’s commute by more than twenty (20) miles; or

(iv) any failure of the Company to cause any successor entity to the Company in such Change of Control unconditionally to assume all of the obligations of the Company under this Agreement (except to the extent that such obligation would be assumed by operation of law) prior to the effectiveness of such Change in Control.

In addition, if (i) the Executive resigns prior to a Change in Control under circumstances that would have constituted a resignation by the Executive for Good Reason if such circumstances occurred following a Change in Control; (ii) such event constituting Good Reason for such resignation was at the request of a third party who had indicated an intention or taken steps reasonably calculated to effect a Change in Control or was otherwise in anticipation of a Change

in Control; and (iii) a Change in Control involving such third party (or a party competing with such third party to effectuate a Change in Control) or such anticipated Change in Control does occur, then the date immediately prior to the date of such termination of employment shall be treated as a Change in Control and such termination shall be treated as by the Executive for Good Reason.

(d) Consequences of Termination.

(i) In the event that the Executive's employment is terminated pursuant to clauses (i), (ii) or (iv) of Section 7(a) above (except upon failure to renew pursuant to clause (B) of Section 7(a)(iv) above), then (i) during the twenty-four (24) month period beginning on the date of such termination, the Company shall pay to the Executive, as severance pay or liquidated damages or both, monthly payments equal to one-twelfth of (x) the rate per annum of his Salary at the time of such termination plus (y) either (A) if such termination occurs prior to the payment of the Executive's annual bonus in respect of the first fiscal year of the Company ending after the Effective Date, 100% of the Executive's highest annual rate of Salary at any time during such fiscal year, or (B) if such termination does not occur prior to such payment, the average annualized bonus the Executive was paid by the Company for the fiscal years during the Initial Term or, if this Agreement has been renewed pursuant to Section 2(b) above, the last two fiscal years ending prior to the date of such termination (the amount described in sub-clauses (A) or (B), as applicable, the "Average Bonus"), provided, however, that no such payments shall be required from and after the time that the Executive fails to comply with his obligations under Section 10 below; and (ii) the Company shall continue to provide the Executive with all benefits provided to Executive immediately prior to such termination from the date of such termination until the earlier to occur of (x) the second anniversary of such termination or (y) as to any particular benefit, the date upon which the Executive becomes eligible to receive such equal benefit from another employer; provided, however, that if the provision of any such benefit by the Company would contravene any law or the terms of any employee benefit plan of the Company, or would result in the loss of a tax benefit to which the Company otherwise would be entitled, the Company shall pay to the Executive, on an after-tax basis (in respect of any benefit which would be non-taxable to the Executive if provided directly by the Company), sufficient cash to allow the Executive to purchase an equivalent benefit from an entity other than the Company. If the Executive's employment terminates due to failure to renew this Agreement pursuant to clause (B) of Section 7(a)(iv) above, then any severance payment or benefit will be payable at the absolute discretion of the Compensation Committee.

(ii) In the event that the Executive resigns pursuant to clauses (vi) or (viii) of Section 7(a) above or the Executive's employment is terminated or not renewed by the Company pursuant to clause (v) of Section 7(a) above, then (i) during the thirty-six (36) month period beginning on the date of such termination or non-renewal, the Company shall pay to the Executive, as severance pay or liquidated damages or both, monthly payments equal to one-twelfth of (x) the rate pre annum of his Salary at the time of such termination or non-renewal plus (y) the Average Bonus; and (ii) the Company shall continue to provide the Executive with all the benefits provided to the Executive immediately prior to such termination or non-renewal from the date of such termination

or non-renewal until the earlier to occur of (x) the third anniversary of such termination or non-renewal, or (y) as to any particular benefit, the date upon which the Executive becomes eligible to receive such equal benefit from another employer; provided, however, that if the provision of any such benefit by the Company would contravene any law or the terms of any employee benefit plan of the Company, or would result in the loss of a tax benefit to which the Company otherwise would be entitled, the Company shall pay to the Executive, on an after-tax basis (in respect of any benefit which would be non-taxable to the Executive if provided directly by the Company), sufficient cash to allow the Executive to purchase an equivalent benefit from an entity other than the Company.

(iii) In the event this Agreement is terminated pursuant to clauses (iii) or (vii) of Section 7(a) above, the Company shall pay to the Executive all accrued Salary up to the date of such termination, and shall thereafter have no further obligation to the Executive.

(e) Notwithstanding anything to the contrary expressed or implied herein, except as required by applicable law and except as set forth in Section 7(d) above, the Company (and its affiliates) shall not be obligated to make any payments to the Executive or on his behalf of whatever kind or nature by reason of the Executive's cessation of employment, other than (i) such amounts, if any, of his Salary as shall have accrued and remained unpaid as of the date of said cessation and (ii) such other amounts, if any, which may be then otherwise payable to the Executive pursuant to the terms of the Company's benefits plans, including all accrued and unused paid vacation days.

(f) No interest shall accrue on or be paid with respect to any portion of any payments hereunder.

(g) For purposes of this Agreement, "Change in Control" means the occurrence of any one of the following events:

(i) any "person," as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") is or becomes the beneficial owner (as defined in Exchange Act Rules 13d-3 and 13d-5, except that for purposes of this paragraph (i) such person shall be deemed to have beneficial ownership of all shares that such person has the right to acquire, whether such right is exercisable immediately or only after the passage of time, directly or indirectly) of more than 35% of the total voting power of the Company's "Voting Stock" (as defined below). For purposes of this paragraph (i), such other person shall be deemed to beneficially own any Voting Stock of a specified entity held by a parent entity, if such other person is the beneficial owner, directly or indirectly, of more than 35% of the voting power of the parent entity's Voting Stock than such other person, and do not have the right or ability, by voting power, contract or otherwise, to elect, or designate for election, a majority of the parent entity's board of directors;

(ii) during any period of two consecutive years, individuals who at the beginning of such period constituted the Board, together with any new directors whose election by the Board or whose nomination for election by the

Company's shareholders was approved by a vote of a majority of the Company's directors then still in office who were either directors at the beginning of such period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority of the Board then in office;

(iii) the merger or consolidation of the Company with or into another person or the merger of another person with or into the Company, other than a transaction following which the holders of securities that represented 100% of the aggregate voting power of the Voting Stock of the Company immediately prior to such transaction own, directly or indirectly, at least a majority of the aggregate voting power of the Voting Stock of the surviving person immediately after such transaction in substantially the same proportion that such holders held the aggregate voting power of the Voting Stock of the Company immediately prior to such transaction; or

(iv) the sale of all or substantially all of the Company's assets to another person.

#### 8. Reduction of Payments in Certain Cases.

(a) For purposes of this Section 8, (i) a "Payment" shall mean any payment or distribution in the nature of compensation to or for the benefit of the Executive, whether paid or payable pursuant to this Agreement or otherwise; (ii) "Agreement Payment" shall mean a Payment paid or payable pursuant to this Agreement; (iii) "Net After Tax Receipt" shall mean the "Present Value" (as defined below) of a Payment net all of federal, state and local taxes imposed on the Executive with respect thereto (including without limitation under Section 4999 of the Internal Revenue Code of 1986, as amended (the "Code")), determined by applying the highest marginal rates of such taxes that applied to the Executive's taxable income for the immediately preceding taxable year, or such other rate(s) as the Executive shall in his sole discretion certify as likely to apply to the Executive in the relevant tax year(s); (iv) "Present Value" shall mean such value determined in accordance with Section 280G(d)(4) of the Code; and (v) "Reduced Amount" shall mean the smallest aggregate amount of Agreement Payments which (A) is less than the sum of all Agreement Payments and (B) results in aggregate Net After Tax Receipts which are equal to or greater than the Net After Tax Receipts which would result if the aggregate Agreement Payments were any other amount less than the sum of all Agreement Payments.

(b) Anything in this Agreement to the contrary notwithstanding, in the event that a nationally recognized certified public accounting firm designated by the Company (the "Accounting Firm") shall determine that receipt of all Payments would subject the Executive to tax under Section 4999 of the Code, it shall determine whether some amount of Agreement Payments would meet the definition of a "Reduced Amount." If said firm determines that there is a Reduced Amount, the aggregate Agreement Payments shall be reduced to such Reduced Amount.

(c) If the Accounting Firm determines that aggregate Agreement Payments should be reduced to the Reduced Amount, the Company shall promptly give the Executive notice to that effect and a copy of the detailed calculation thereof, and the Executive



may then elect, in his sole discretion, which and how much of the Agreement Payments shall be eliminated or reduced (as long as after such election the Present Value of the aggregate Agreement Payments equals the Reduced Amount), and shall advise the Company in writing of his election within ten (10) business days of his receipt of notice. If no such election is made by the Executive within such ten-day period, the Company may elect which of such Agreement Payments shall be eliminated or reduced (as long as after such election the present value of the aggregate Agreement Payments equals the Reduced Amount) and shall notify the Executive promptly of such election. All determinations made by the Accounting Firm under this Section 8 shall be binding upon the Company and the Executive. As promptly as practicable following such determination, the Company shall pay to or distribute for the benefit of the Executive such Agreement Payments as are then due to the Executive under this Agreement and shall promptly pay to or distribute for the benefit of the Executive in the future such Agreement Payments as become due to the Executive under this Agreement.

(d) While it is the intention of the Company and the Executive to reduce the amounts payable or distributable to the Executive hereunder only if the aggregate Net After Tax Receipts to the Executive would thereby be increased, as a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Accounting Firm hereunder, it is possible that amounts will have been paid or distributed by the Company to or for the benefit of the Executive pursuant to this Agreement which should not have been so paid or distributed ("Overpayment") or that additional amounts which will have not been paid or distributed ("Underpayment"), in each case, consistent with the calculation of the Reduced Amount hereunder. In the event that the Accounting Firm, based upon the assertion of a deficiency by the Internal Revenue Service against either the Company or the Executive which the Accounting Firm believes has a high probability of success determines that an overpayment has been made, then the Executive shall repay any such Overpayment to the Company within ten business days of his receipt of notice of such Overpayment. In the event the Accounting Firm, based upon controlling precedent or substantial authority, determines that an Underpayment has occurred, any such underpayment shall be promptly paid by the Company to or for the benefit of the Executive.

(e) All fees and expenses of the Accounting Firm in implementing the provisions of this Section 8 shall be borne by the Company.

#### 9. Non-Assignability.

(a) Neither this Agreement nor any right or interest hereunder shall be assignable by the Executive or his beneficiaries or legal representatives without the Company's prior written consent; provided, however, that nothing in this Section 9(a) shall preclude the Executive from designating a beneficiary to receive any benefit payable hereunder upon his death or incapacity.

(b) Except as required by law, no right to receive payments under this Agreement shall be subject to anticipation, commutation, alienation, sale, assignment, encumbrance, charge, pledge, or hypothecation or to exclusion, attachment, levy or similar

process or to assignment by operation of law, and any attempt, voluntary or involuntary, to effect any such action shall be null, void and of no effect.

10. Restrictive Covenants.

(a) Competition. During the Employment Term and during the “Applicable Period” (as defined below), the Executive will not directly or indirectly (as a shareholder, general partner, member or other owner, director, officer, executive employee, manager, consultant, independent contractor, advisor or otherwise) engage in competition with, or own any interest in, perform any services for, participate in or be connected with any business or organization which engages in competition with the Company within the meaning of Section 10(d); provided, however, that the provisions of this Section 10(a) shall not be deemed to prohibit the Executive’s (i) ownership of not more than two percent (2%) of the total shares of all classes of stock outstanding of any publicly held company or (ii) ability to invest, as a limited partner, in any private equity, mezzanine or similar investment fund. For purposes of this Agreement, the “Applicable Period” shall mean the period of time following the termination of the Executive’s employment in which any severance payments are owed to the Executive by the Company, but the Applicable Period shall in no event exceed twenty-four (24) months.

(b) Non-Solicitation. During the Employment Term and during the Applicable Period, the Executive will not directly or indirectly induce or attempt to induce any management employee of any of the Company to leave the employ of the Company, or in any way interfere with the relationship between any of the Company and any employee thereof.

(c) Non-Interference. During the Employment Term and during the Applicable Period, the Executive will not directly or indirectly hire, engage, send any work to, place orders with, or in any manner be associated with any investment bank, private equity group, financial institution or other business relation of the Company if such action would be known by him to have a material adverse effect on the business, assets or financial condition of the Company or materially interfere with the relationship between any such person or entity and the Company.

(d) Certain Definitions.

(i) For purposes of this Section 10, a person or entity (including, without limitation, the Executive) shall be deemed to be engaging in competition with the Company if such person or entity either engages primarily in the business of providing Mezzanine financing to lower middle market companies or engages in any other type of business which comprises a significant portion of the Company’s revenues at the time of termination of the Executive’s employment with the Company and for which the Executive had responsibility or authority or about which business the Executive received Confidential Information, in either case in the geographic region encompassing the service areas in which the Company conducts, or had an established plan to begin conducting, such businesses at the time of termination of the Executive’s employment with the Company.

(ii) For purposes of this Section 10, no corporation or entity that may be deemed to be an affiliate of the Company solely by reason of its controlling, being controlled by, or being under common control with any Permitted Holder or any of their respective affiliates will be deemed to be an affiliate of the Company.

(e) Certain Representations of the Executive. In connection with the foregoing provisions of this Section 10, the Executive represents that his experience, capabilities and circumstances are such that such provisions will not prevent him from earning a livelihood. The Executive further agrees that the limitations set forth in this Section 10 (including, without limitation, time and territorial limitations) are reasonable and properly required for the adequate protection of the current and future businesses of the Company. It is understood and agreed that the covenants made by the Executive in this Section 10 (and in Section 6 hereof) shall survive the expiration or termination of this Agreement.

(f) Injunctive Relief. The Executive acknowledges and agrees that a remedy at law for any breach or threatened breach of the provisions of Section 10 hereof would be inadequate and, therefore, agrees that the Company and any of its subsidiaries or affiliates shall be entitled to injunctive relief in addition to any other available rights and remedies in cases of any such breach or threatened breach (and the Executive hereby waives any requirement that the Company provide a bond or other security in connection with the issuance of any such injunction); provided, however, that nothing contained herein shall be construed as prohibiting the Company or any of its subsidiaries from pursuing any other rights and remedies available for any such breach or threatened breach.

11. Binding Effect. Without limiting or diminishing the effect of the provisions affecting assignment of this Agreement, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, legal representatives and permitted assigns.

12. Notices. All notices which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing and (i) delivered personally, (ii) mailed by certified or registered mail, return receipt requested and postage prepaid, (iii) sent via a nationally recognized overnight courier, or (iv) sent via facsimile confirmed in writing to the recipient, if to the Company at the Company's principal place of business, and if to the Executive, at his home address most recently filed with the Company, or to such other address or addresses as either party shall have designated in writing to the other party hereto, provided, however, that any notice sent by certified or registered mail shall be deemed delivered on the date of delivery as evidenced by the return receipt.

13. Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to the principles of conflicts of laws.

14. Severability. The Executive agrees that in the event that any court of competent jurisdiction shall finally hold that any provision of Section 6 or 10 hereof is void or constitutes an unreasonable restriction against the Executive, the provisions of such Section 6 or

10 shall not be rendered void but shall apply with respect to such extent as such court may judicially determine constitutes a reasonable restriction under the circumstances. If any part of this Agreement other than Section 6 or 10 is held by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced in whole or in part by reason of any rule of law or public policy, such part shall be deemed to be severed from the remainder of this Agreement for the purpose only of the particular legal proceedings in question and all other covenants and provisions of this Agreement shall in every other respect continue in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision.

15. Waiver. Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

16. Arbitration. With the exception of any dispute regarding the Executive's compliance with the provisions of Sections 6 and 10 above, any dispute relating to or arising out of the provisions of this Agreement shall be decided by arbitration in Raleigh, North Carolina, in accordance with the Revised Uniform Arbitration Act as in effect at the time of such dispute pursuant to North Carolina's Gen. Stat. § 1-569.1 et. seq., unless the Executive and the Company mutually agree otherwise in a writing signed by both parties. The Federal Arbitration Act shall not apply. This undertaking to arbitrate shall be specifically enforceable. The decision rendered by the arbitrator will be final and judgment may be entered upon it in accordance with appropriate laws in any court having jurisdiction thereof. Each of the parties shall pay his or its own legal fees associated with such arbitration.

17. Entire Agreement; Modifications. This Agreement constitutes the entire and final expression of the agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral and written, between the parties hereto with respect to the subject matter hereof including, without limitation, any existing agreement regarding employment or compensation between or among Executive and the Company. This Agreement may be modified or amended only by an instrument in writing signed by both parties hereto.

18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Company and the Executive have duly executed and delivered this Agreement as of the date of the consummation of the initial public offering of common stock of the Company.

**COMPANY:**

TRIANGLE CAPITAL CORPORATION

By: /s/ Garland S. Tucker, III  
Name: Garland S. Tucker, III  
Title: President and Chief Executive Officer

**EXECUTIVE:**

/s/ Garland S. Tucker, III  
Garland S. Tucker, III

**EMPLOYMENT AGREEMENT**

This Employment Agreement (this “Agreement”), effective as of the date of the consummation of the initial public offering of common stock of Triangle Capital Corporation (the “Effective Date”), is entered into by and among Triangle Capital Corporation, a Maryland corporation (the “Company”), and Brent P. W. Burgess (the “Executive”).

**WITNESSETH:**

WHEREAS, the Company desires to induce the Executive to enter into an agreement of employment with the Company for the period provided in this Agreement; and

WHEREAS, the Executive is willing to accept such employment on a full-time basis, all in accordance with the terms and conditions set forth below;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereto hereby covenant and agree as follows:

1. Employment

(a) The Company hereby agrees to employ the Executive, and the Executive hereby agrees to accept such employment with the Company, beginning on the Effective Date and continuing for the period set forth in Section 2 hereof, all upon the terms and conditions hereinafter set forth.

(b) The Executive affirms and represents that as of the Effective Date, he is under no obligation to any former employer or other party that is in any way inconsistent with or imposes any restriction on the Executive’s acceptance of employment hereunder with the Company, the employment of the Executive by the Company, or the Executive’s undertakings under this Agreement.

2. Term of Employment

(a) Unless earlier terminated as provided in this Agreement, the term of the Executive’s employment pursuant to this Agreement shall be for a period beginning on the Effective Date and ending on the second anniversary of the Effective Date (the “Initial Term”).

(b) The term of the Executive’s employment under this Agreement shall be automatically renewed for additional one-year terms (each a “Renewal Term”), unless earlier terminated as provided in this Agreement, upon the expiration of the Initial Term or any Renewal Term unless the Company or the Executive delivers to the other, at least three (3) months prior to the expiration of the Initial Term or the then current Renewal Term, as the case may be, a written notice specifying that the term of the Executive’s employment will not be renewed at the end of the Initial Term or such Renewal Term, as the case may be. The Initial Term together with any Renewal Terms shall hereinafter be referred to as the “Employment Term.”

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3. Duties. The Executive shall be employed as the Chief Investment Officer of the Company, shall faithfully and competently perform such duties as inherent in such position and as are specified in the Bylaws of the Company. The Executive shall perform his duties principally at the offices of the Company in Raleigh, North Carolina, with such travel to such other locations from time to time as the position of Chief Investment Officer may reasonably demand. Except as may otherwise be approved in advance by the Board of Directors of the Company, and except during vacation periods and reasonable periods of absence due to sickness, personal injury or other disability, the Executive shall devote his full business time throughout the Employment Term to the services required of him hereunder. The Executive shall render his business services exclusively to the Company and its subsidiaries during the Employment Term and shall use his best efforts, judgment and energy to improve and advance the business and interests of the Company and its subsidiaries in a manner consistent with the duties of his position. Nothing contained in this Section 3 shall preclude the Executive from performing services for charitable or not-for-profit community organizations, provided that such activities do not interfere with the Executive's performance of his duties and responsibilities under this Agreement.

4. Salary; Bonuses; Special Bonuses.

(a) Salary. As compensation for the performance by the Executive of the services to be performed by the Executive hereunder during the Employment Term, the Company shall pay the Executive a base salary at the annual rate of Two Hundred Forty Thousand Dollars (\$240,000) (said amount, together with any increases thereto as may be authorized from time to time by the Compensation Committee of the Board of Directors of the Company in its sole discretion, being hereinafter referred to as "Salary"). Any Salary payable hereunder shall be paid in regular intervals in accordance with the Company's payroll practices from time to time in effect.

(b) Bonus. The Executive may receive bonus compensation from the Company in respect of any fiscal year (or portion thereof) occurring during the Employment Term at the discretion of the Compensation Committee of the Board of Directors of the Company. Any bonus or incentive compensation payable pursuant to a plan that bases such bonus or incentive compensation on the Executive's salary shall be based on the Executive's highest annual rate of Salary at any time during such fiscal year. In no circumstance, however, shall the Executive's cash bonus in any year equal more than 100% of his then current Salary, not including any of the Executive's tax gross-ups, expense reimbursements or similar payments which have been approved by the Compensation Committee of the Board of Directors.

5. Other Benefits; Company Stock.

(a) General. During the Employment Term, the Executive shall:

(i) be eligible to participate in employee fringe benefits and pension and/or profit sharing plans that may be provided by the Company for its senior executive employees in accordance with the provisions of any such plans, as the same may be in effect from time to time;

(ii) be eligible to participate in the Company's long-term incentive and equity plans that may from time to time be adopted by the Company, including the Company's 2007 Equity Incentive Plan;

(iii) be eligible to participate in any medical and health plans or other employee welfare benefit plans that may be provided by the Company for its senior executive employees in accordance with the provisions of any such plans, as the same may be in effect from time to time;

(iv) be entitled to the number of paid vacation days in each calendar year determined by the Company from time to time for its senior executive officers, provided that such number of paid vacation days in each calendar year shall not be less than twenty work days (four calendar weeks); the Executive shall also be entitled to all paid holidays given by the Company to its senior executive officers;

(v) be entitled to sick leave, sick pay and disability benefits in accordance with any Company policy that may be applicable to senior executive employees from time to time, and

(vi) be entitled to reimbursement for all reasonable and necessary direct out-of-pocket business expenses incurred by the Executive in the performance of his duties hereunder in accordance with the Company's normal policies from time to time in effect (including, without limitation, relocation expenses).

6. Confidential Information. The Executive hereby covenants, agrees and acknowledges as follows:

(a) The Executive shall not, without the prior express written consent of the Company, directly or indirectly, use for any purpose any Confidential Information (as defined below) in any way, or divulge, disclose or make available or accessible any Confidential Information to any person, firm, partnership, corporation, trust or any other entity or third party unless (i) such disclosure is reasonably necessary or appropriate in connection with the performance by the Executive of his duties as an executive of the Company or (ii) such disclosure is required by applicable law or (iii) the Executive is requested or required by a judicial or arbitration body or governmental agency (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any such information, in which case the Executive will (A) promptly notify the Company of such request or requirement, so that the Company may seek an appropriate protective order and (B) cooperate with the Company, at its expense, in seeking such an order.

(b) "Confidential Information" means all information concerning the business and activities of the Company and any of its affiliates, including, without limitation, concerning the portfolio companies, investments, suppliers, employees, consultants, prospects, computer or other files, projects, products, computer disks or other media, computer hardware or computer software programs, underwriting, lending or investment standards, marketing plans, financial information, methodologies, know-how, processes, trade secrets, policies, practices, projections, forecasts, formats, operational methods, product development techniques, research,



strategies or information agreed to with third parties to be kept confidential by the Company and any of its affiliates. Notwithstanding the immediately preceding sentence, Confidential Information shall not include any information that is, or becomes, a part of the public domain or generally available to the public (unless such availability occurs as a result of any breach by the Executive of this Agreement) or any business knowledge and experience of the type usually acquired by persons engaged in positions similar to the Executive's position with the Company, to the extent such knowledge and experience is non-Company specific and not proprietary to the Company or any of its affiliates.

(c) The Executive shall not disclose, use or make known for his or another's benefit any Confidential Information or use such Confidential Information in any way except as is in the best interests of the Company in the performance of the Executive's duties under this Agreement. The Executive may disclose Confidential Information when required by a third party and applicable law or judicial process, but only after providing immediate notice to the Company at any third party's request for such information, which notice shall include the Executive's intent with respect to such request.

(d) The Executive agrees that upon termination of his employment with the Company for any reason, the Executive shall forthwith return to the Company all Confidential Information in whatever form maintained (including, without limitation, computer discs and other electronic media).

(e) The Executive acknowledges and agrees that a remedy at law for any breach or threatened breach of the provisions of this Section 6 would be inadequate and, therefore, agrees that the Company shall be entitled to injunctive relief in addition to any other available rights and remedies in case of any such breach or threatened breach by the Executive (and the Executive hereby waives any requirement that any of the Company provide a bond or other security in connection with the issuance of any such injunction); provided, however, that nothing contained herein shall be construed as prohibiting the Company from pursuing any other rights and remedies available for any such breach or threatened breach.

(f) The obligations of the Executive under this Section 6 shall, except as otherwise provided herein, survive the termination of the Employment Term and the expiration or termination of this Agreement.

(g) Without limiting the generality of Section 9 hereof, the Executive hereby expressly agrees that the foregoing provisions of this Section 6 shall be binding upon the Executive's heirs, successors and legal representatives.

#### 7. Termination.

(a) The Executive's employment hereunder shall be terminated upon the occurrence of any of the following:

(i) death of the Executive;

(ii) the Executive's inability to perform his duties on account of disability or incapacity for a period of one hundred eighty (180) or more days, whether or not consecutive, within any period of twelve (12) consecutive months;

(iii) the Company giving written notice, at any time, to the Executive that the Executive's employment is being terminated "for cause" (as defined below);

(iv) the Company giving written notice to the Executive that (A) the Executive's employment is being terminated other than during the two-year period commencing with a "Change in Control" (as defined below) and other than pursuant to clauses (i), (ii) or (iii) above, or (B) the Executive's employment will not be renewed at the end of the applicable Employment Term other than during the two-year period commencing with a "Change in Control" and other than pursuant to clauses (i), (ii) or (iii) above;

(v) the Company giving written notice that the Executive's employment is being terminated during the two-year period commencing with a Change in Control other than pursuant to clauses (i), (ii) or (iii) above, or the Company giving written notice specifying that the Executive's employment will not be renewed at the end of the applicable Employment Term falling within the two-year period commencing with a Change in Control other than pursuant to clause (i), (ii) or (iii) above;

(vi) the Executive resigning with "Good Reason" (as defined below) during the two-year period commencing with a Change in Control;

(vii) the Executive resigning for any reason whatsoever (whether by reason of retirement, resignation or otherwise), except as set forth in clauses (vi) or (viii); or

(viii) the Executive resigning for any reason whatsoever (whether by reason of retirement, resignation or otherwise) during the period commencing on the three hundred sixty-sixth (366th) day following a Change in Control and ending on the three hundred ninety-sixth (396th) day following such Change in Control.

(b) The following actions, failures and events by or affecting the Executive shall constitute "cause" for termination within the meaning of clause (iii) above: (i) gross negligence by the Executive in the performance of, or the willful disregard by the Executive of, his obligations under this Agreement or otherwise relating to his employment, which gross negligence or willful disregard continues unremedied for a period of fifteen (15) days after written notice thereof to the Executive; (ii) acts of dishonesty by the Executive that are materially detrimental to one or more of the Company or its subsidiaries; (iii) the Executive's material breach of this Agreement; (iv) the Executive being convicted of, or pleading guilty or no contest to, a felony or other crime having as its predicate element fraud, dishonesty or misappropriation, or the entry of any order or consent decree, whether or not liability is admitted or denied, by the Securities and Exchange Commission against the

Executive in respect of charges that the Executive violated any provision of the Investment Company Act of 1940 or the Securities Exchange Act of 1934, other than provisions requiring the maintenance of proper books and records; or (v) failure by the Executive to obey the reasonable and lawful orders and policies of the Board of Directors of the Company that are material to and consistent with the terms of this Agreement, which failure continues unremedied for a period of fifteen (15) days after written notice thereof to the Executive (provided that in the case of clauses (ii) or (iii) above, the Executive shall have received written notice of such proposed termination. For purposes of this definition, no act or failure to act by the Executive shall be considered “willful” unless done or omitted to be done by the Executive in bad faith and without reasonable belief that the Executive’s action or omission was in the best interests of the Company.

(c) “Good Reason” shall mean, on and after a Change in Control, without the Executive’s written consent, the occurrence of any of the following events:

(i) (A) any change in the duties or responsibilities (including reporting responsibilities) of the Executive that is inconsistent in any material and adverse respect with the Executive’s position(s), duties, responsibilities or status with the Company immediately prior to such Change in Control (including any material and adverse diminution of such duties or responsibilities); provided, however, that Good Reason shall not be deemed to occur upon a change in duties or responsibilities (other than reporting responsibilities) that is solely and directly a result of the Company no longer being a publicly traded entity and does not involve any other event set forth in this paragraph (i); or (B) a material and adverse change in the Executive’s titles or offices with the Company as in effect immediately prior to such Change in Control;

(ii) a material reduction by the Company in the Executive’s rate of annual base salary or annual target bonus opportunity (including any material and adverse change in the formula for such annual bonus target) as in effect immediately prior to such Change in Control;

(iii) any requirement of the Company that the Executive be based anywhere more than thirty-five (35) miles from the office where the Executive is located at the time of such Change in Control, if such relocation increases the Executive’s commute by more than twenty (20) miles; or

(iv) any failure of the Company to cause any successor entity to the Company in such Change of Control unconditionally to assume all of the obligations of the Company under this Agreement (except to the extent that such obligation would be assumed by operation of law) prior to the effectiveness of such Change in Control.

In addition, if (i) the Executive resigns prior to a Change in Control under circumstances that would have constituted a resignation by the Executive for Good Reason if such circumstances occurred following a Change in Control; (ii) such event constituting Good Reason for such resignation was at the request of a third party who had indicated an intention or taken steps reasonably calculated to effect a Change in Control or was otherwise in anticipation of a Change

in Control; and (iii) a Change in Control involving such third party (or a party competing with such third party to effectuate a Change in Control) or such anticipated Change in Control does occur, then the date immediately prior to the date of such termination of employment shall be treated as a Change in Control and such termination shall be treated as by the Executive for Good Reason.

(d) Consequences of Termination.

(i) In the event that the Executive's employment is terminated pursuant to clauses (i), (ii) or (iv) of Section 7(a) above (except upon failure to renew pursuant to clause (B) of Section 7(a)(iv) above), then (i) during the twenty-four (24) month period beginning on the date of such termination, the Company shall pay to the Executive, as severance pay or liquidated damages or both, monthly payments equal to one-twelfth of (x) the rate per annum of his Salary at the time of such termination plus (y) either (A) if such termination occurs prior to the payment of the Executive's annual bonus in respect of the first fiscal year of the Company ending after the Effective Date, 100% of the Executive's highest annual rate of Salary at any time during such fiscal year, or (B) if such termination does not occur prior to such payment, the average annualized bonus the Executive was paid by the Company for the fiscal years during the Initial Term or, if this Agreement has been renewed pursuant to Section 2(b) above, the last two fiscal years ending prior to the date of such termination (the amount described in sub-clauses (A) or (B), as applicable, the "Average Bonus"), provided, however, that no such payments shall be required from and after the time that the Executive fails to comply with his obligations under Section 10 below; and (ii) the Company shall continue to provide the Executive with all benefits provided to Executive immediately prior to such termination from the date of such termination until the earlier to occur of (x) the second anniversary of such termination or (y) as to any particular benefit, the date upon which the Executive becomes eligible to receive such equal benefit from another employer; provided, however, that if the provision of any such benefit by the Company would contravene any law or the terms of any employee benefit plan of the Company, or would result in the loss of a tax benefit to which the Company otherwise would be entitled, the Company shall pay to the Executive, on an after-tax basis (in respect of any benefit which would be non-taxable to the Executive if provided directly by the Company), sufficient cash to allow the Executive to purchase an equivalent benefit from an entity other than the Company. If the Executive's employment terminates due to failure to renew this Agreement pursuant to clause (B) of Section 7(a)(iv) above, then any severance payment or benefit will be payable at the absolute discretion of the Compensation Committee.

(ii) In the event that the Executive resigns pursuant to clauses (vi) or (viii) of Section 7(a) above or the Executive's employment is terminated or not renewed by the Company pursuant to clause (v) of Section 7(a) above, then (i) during the thirty-six (36) month period beginning on the date of such termination or non-renewal, the Company shall pay to the Executive, as severance pay or liquidated damages or both, monthly payments equal to one-twelfth of (x) the rate pre annum of his Salary at the time of such termination or non-renewal plus (y) the Average Bonus; and (ii) the Company shall continue to provide the Executive with all the benefits provided to the Executive immediately prior to such termination or non-renewal from the date of such termination

or non-renewal until the earlier to occur of (x) the third anniversary of such termination or non-renewal, or (y) as to any particular benefit, the date upon which the Executive becomes eligible to receive such equal benefit from another employer; provided, however, that if the provision of any such benefit by the Company would contravene any law or the terms of any employee benefit plan of the Company, or would result in the loss of a tax benefit to which the Company otherwise would be entitled, the Company shall pay to the Executive, on an after-tax basis (in respect of any benefit which would be non-taxable to the Executive if provided directly by the Company), sufficient cash to allow the Executive to purchase an equivalent benefit from an entity other than the Company.

(iii) In the event this Agreement is terminated pursuant to clauses (iii) or (vii) of Section 7(a) above, the Company shall pay to the Executive all accrued Salary up to the date of such termination, and shall thereafter have no further obligation to the Executive.

(e) Notwithstanding anything to the contrary expressed or implied herein, except as required by applicable law and except as set forth in Section 7(d) above, the Company (and its affiliates) shall not be obligated to make any payments to the Executive or on his behalf of whatever kind or nature by reason of the Executive's cessation of employment, other than (i) such amounts, if any, of his Salary as shall have accrued and remained unpaid as of the date of said cessation and (ii) such other amounts, if any, which may be then otherwise payable to the Executive pursuant to the terms of the Company's benefits plans, including all accrued and unused paid vacation days.

(f) No interest shall accrue on or be paid with respect to any portion of any payments hereunder.

(g) For purposes of this Agreement, "Change in Control" means the occurrence of any one of the following events:

(i) any "person," as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") is or becomes the beneficial owner (as defined in Exchange Act Rules 13d-3 and 13d-5, except that for purposes of this paragraph (i) such person shall be deemed to have beneficial ownership of all shares that such person has the right to acquire, whether such right is exercisable immediately or only after the passage of time, directly or indirectly) of more than 35% of the total voting power of the Company's "Voting Stock" (as defined below). For purposes of this paragraph (i), such other person shall be deemed to beneficially own any Voting Stock of a specified entity held by a parent entity, if such other person is the beneficial owner, directly or indirectly, of more than 35% of the voting power of the parent entity's Voting Stock than such other person, and do not have the right or ability, by voting power, contract or otherwise, to elect, or designate for election, a majority of the parent entity's board of directors;

(ii) during any period of two consecutive years, individuals who at the beginning of such period constituted the Board, together with any new directors whose election by the Board or whose nomination for election by the

Company's shareholders was approved by a vote of a majority of the Company's directors then still in office who were either directors at the beginning of such period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority of the Board then in office;

(iii) the merger or consolidation of the Company with or into another person or the merger of another person with or into the Company, other than a transaction following which the holders of securities that represented 100% of the aggregate voting power of the Voting Stock of the Company immediately prior to such transaction own, directly or indirectly, at least a majority of the aggregate voting power of the Voting Stock of the surviving person immediately after such transaction in substantially the same proportion that such holders held the aggregate voting power of the Voting Stock of the Company immediately prior to such transaction; or

(iv) the sale of all or substantially all of the Company's assets to another person.

#### 8. Reduction of Payments in Certain Cases.

(a) For purposes of this Section 8, (i) a "Payment" shall mean any payment or distribution in the nature of compensation to or for the benefit of the Executive, whether paid or payable pursuant to this Agreement or otherwise; (ii) "Agreement Payment" shall mean a Payment paid or payable pursuant to this Agreement; (iii) "Net After Tax Receipt" shall mean the "Present Value" (as defined below) of a Payment net all of federal, state and local taxes imposed on the Executive with respect thereto (including without limitation under Section 4999 of the Internal Revenue Code of 1986, as amended (the "Code")), determined by applying the highest marginal rates of such taxes that applied to the Executive's taxable income for the immediately preceding taxable year, or such other rate(s) as the Executive shall in his sole discretion certify as likely to apply to the Executive in the relevant tax year(s); (iv) "Present Value" shall mean such value determined in accordance with Section 280G(d)(4) of the Code; and (v) "Reduced Amount" shall mean the smallest aggregate amount of Agreement Payments which (A) is less than the sum of all Agreement Payments and (B) results in aggregate Net After Tax Receipts which are equal to or greater than the Net After Tax Receipts which would result if the aggregate Agreement Payments were any other amount less than the sum of all Agreement Payments.

(b) Anything in this Agreement to the contrary notwithstanding, in the event that a nationally recognized certified public accounting firm designated by the Company (the "Accounting Firm") shall determine that receipt of all Payments would subject the Executive to tax under Section 4999 of the Code, it shall determine whether some amount of Agreement Payments would meet the definition of a "Reduced Amount." If said firm determines that there is a Reduced Amount, the aggregate Agreement Payments shall be reduced to such Reduced Amount.

(c) If the Accounting Firm determines that aggregate Agreement Payments should be reduced to the Reduced Amount, the Company shall promptly give the Executive notice to that effect and a copy of the detailed calculation thereof, and the Executive

may then elect, in his sole discretion, which and how much of the Agreement Payments shall be eliminated or reduced (as long as after such election the Present Value of the aggregate Agreement Payments equals the Reduced Amount), and shall advise the Company in writing of his election within ten (10) business days of his receipt of notice. If no such election is made by the Executive within such ten-day period, the Company may elect which of such Agreement Payments shall be eliminated or reduced (as long as after such election the present value of the aggregate Agreement Payments equals the Reduced Amount) and shall notify the Executive promptly of such election. All determinations made by the Accounting Firm under this Section 8 shall be binding upon the Company and the Executive. As promptly as practicable following such determination, the Company shall pay to or distribute for the benefit of the Executive such Agreement Payments as are then due to the Executive under this Agreement and shall promptly pay to or distribute for the benefit of the Executive in the future such Agreement Payments as become due to the Executive under this Agreement.

(d) While it is the intention of the Company and the Executive to reduce the amounts payable or distributable to the Executive hereunder only if the aggregate Net After Tax Receipts to the Executive would thereby be increased, as a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Accounting Firm hereunder, it is possible that amounts will have been paid or distributed by the Company to or for the benefit of the Executive pursuant to this Agreement which should not have been so paid or distributed ("Overpayment") or that additional amounts which will have not been paid or distributed ("Underpayment"), in each case, consistent with the calculation of the Reduced Amount hereunder. In the event that the Accounting Firm, based upon the assertion of a deficiency by the Internal Revenue Service against either the Company or the Executive which the Accounting Firm believes has a high probability of success determines that an overpayment has been made, then the Executive shall repay any such Overpayment to the Company within ten business days of his receipt of notice of such Overpayment. In the event the Accounting Firm, based upon controlling precedent or substantial authority, determines that an Underpayment has occurred, any such underpayment shall be promptly paid by the Company to or for the benefit of the Executive.

(e) All fees and expenses of the Accounting Firm in implementing the provisions of this Section 8 shall be borne by the Company.

#### 9. Non-Assignability.

(a) Neither this Agreement nor any right or interest hereunder shall be assignable by the Executive or his beneficiaries or legal representatives without the Company's prior written consent; provided, however, that nothing in this Section 9(a) shall preclude the Executive from designating a beneficiary to receive any benefit payable hereunder upon his death or incapacity.

(b) Except as required by law, no right to receive payments under this Agreement shall be subject to anticipation, commutation, alienation, sale, assignment, encumbrance, charge, pledge, or hypothecation or to exclusion, attachment, levy or similar

process or to assignment by operation of law, and any attempt, voluntary or involuntary, to effect any such action shall be null, void and of no effect.

10. Restrictive Covenants.

(a) Competition. During the Employment Term and during the “Applicable Period” (as defined below), the Executive will not directly or indirectly (as a shareholder, general partner, member or other owner, director, officer, executive employee, manager, consultant, independent contractor, advisor or otherwise) engage in competition with, or own any interest in, perform any services for, participate in or be connected with any business or organization which engages in competition with the Company within the meaning of Section 10(d); provided, however, that the provisions of this Section 10(a) shall not be deemed to prohibit the Executive’s (i) ownership of not more than two percent (2%) of the total shares of all classes of stock outstanding of any publicly held company or (ii) ability to invest, as a limited partner, in any private equity, mezzanine or similar investment fund. For purposes of this Agreement, the “Applicable Period” shall mean the period of time following the termination of the Executive’s employment in which any severance payments are owed to the Executive by the Company, but the Applicable Period shall in no event exceed twenty-four (24) months.

(b) Non-Solicitation. During the Employment Term and during the Applicable Period, the Executive will not directly or indirectly induce or attempt to induce any management employee of any of the Company to leave the employ of the Company, or in any way interfere with the relationship between any of the Company and any employee thereof.

(c) Non-Interference. During the Employment Term and during the Applicable Period, the Executive will not directly or indirectly hire, engage, send any work to, place orders with, or in any manner be associated with any investment bank, private equity group, financial institution or other business relation of the Company if such action would be known by him to have a material adverse effect on the business, assets or financial condition of the Company or materially interfere with the relationship between any such person or entity and the Company.

(d) Certain Definitions.

(i) For purposes of this Section 10, a person or entity (including, without limitation, the Executive) shall be deemed to be engaging in competition with the Company if such person or entity either engages primarily in the business of providing Mezzanine financing to lower middle market companies or engages in any other type of business which comprises a significant portion of the Company’s revenues at the time of termination of the Executive’s employment with the Company and for which the Executive had responsibility or authority or about which business the Executive received Confidential Information, in either case in the geographic region encompassing the service areas in which the Company conducts, or had an established plan to begin conducting, such businesses at the time of termination of the Executive’s employment with the Company.



(ii) For purposes of this Section 10, no corporation or entity that may be deemed to be an affiliate of the Company solely by reason of its controlling, being controlled by, or being under common control with any Permitted Holder or any of their respective affiliates will be deemed to be an affiliate of the Company.

(e) Certain Representations of the Executive. In connection with the foregoing provisions of this Section 10, the Executive represents that his experience, capabilities and circumstances are such that such provisions will not prevent him from earning a livelihood. The Executive further agrees that the limitations set forth in this Section 10 (including, without limitation, time and territorial limitations) are reasonable and properly required for the adequate protection of the current and future businesses of the Company. It is understood and agreed that the covenants made by the Executive in this Section 10 (and in Section 6 hereof) shall survive the expiration or termination of this Agreement.

(f) Injunctive Relief. The Executive acknowledges and agrees that a remedy at law for any breach or threatened breach of the provisions of Section 10 hereof would be inadequate and, therefore, agrees that the Company and any of its subsidiaries or affiliates shall be entitled to injunctive relief in addition to any other available rights and remedies in cases of any such breach or threatened breach (and the Executive hereby waives any requirement that the Company provide a bond or other security in connection with the issuance of any such injunction); provided, however, that nothing contained herein shall be construed as prohibiting the Company or any of its subsidiaries from pursuing any other rights and remedies available for any such breach or threatened breach.

11. Binding Effect. Without limiting or diminishing the effect of the provisions affecting assignment of this Agreement, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, legal representatives and permitted assigns.

12. Notices. All notices which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing and (i) delivered personally, (ii) mailed by certified or registered mail, return receipt requested and postage prepaid, (iii) sent via a nationally recognized overnight courier, or (iv) sent via facsimile confirmed in writing to the recipient, if to the Company at the Company's principal place of business, and if to the Executive, at his home address most recently filed with the Company, or to such other address or addresses as either party shall have designated in writing to the other party hereto, provided, however, that any notice sent by certified or registered mail shall be deemed delivered on the date of delivery as evidenced by the return receipt.

13. Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to the principles of conflicts of laws.

14. Severability. The Executive agrees that in the event that any court of competent jurisdiction shall finally hold that any provision of Section 6 or 10 hereof is void or constitutes an unreasonable restriction against the Executive, the provisions of such Section 6 or

10 shall not be rendered void but shall apply with respect to such extent as such court may judicially determine constitutes a reasonable restriction under the circumstances. If any part of this Agreement other than Section 6 or 10 is held by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced in whole or in part by reason of any rule of law or public policy, such part shall be deemed to be severed from the remainder of this Agreement for the purpose only of the particular legal proceedings in question and all other covenants and provisions of this Agreement shall in every other respect continue in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision.

15. Waiver. Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

16. Arbitration. With the exception of any dispute regarding the Executive's compliance with the provisions of Sections 6 and 10 above, any dispute relating to or arising out of the provisions of this Agreement shall be decided by arbitration in Raleigh, North Carolina, in accordance with the Revised Uniform Arbitration Act as in effect at the time of such dispute pursuant to North Carolina's Gen. Stat. § 1-569.1 et. seq., unless the Executive and the Company mutually agree otherwise in a writing signed by both parties. The Federal Arbitration Act shall not apply. This undertaking to arbitrate shall be specifically enforceable. The decision rendered by the arbitrator will be final and judgment may be entered upon it in accordance with appropriate laws in any court having jurisdiction thereof. Each of the parties shall pay his or its own legal fees associated with such arbitration.

17. Entire Agreement; Modifications. This Agreement constitutes the entire and final expression of the agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral and written, between the parties hereto with respect to the subject matter hereof including, without limitation, any existing agreement regarding employment or compensation between or among Executive and the Company. This Agreement may be modified or amended only by an instrument in writing signed by both parties hereto.

18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Company and the Executive have duly executed and delivered this Agreement as of the date of the consummation of the initial public offering of common stock of the Company.

**COMPANY:**

TRIANGLE CAPITAL CORPORATION

By: /s/ Garland S. Tucker, III  
Name: Garland S. Tucker, III  
Title: President and Chief Executive Officer

**EXECUTIVE:**

/s/ Brent P. W. Burgess  
Brent P. W. Burgess

**EMPLOYMENT AGREEMENT**

This Employment Agreement (this “Agreement”), effective as of the date of the consummation of the initial public offering of common stock of Triangle Capital Corporation (the “Effective Date”), is entered into by and among Triangle Capital Corporation, a Maryland corporation (the “Company”), and Steven C. Lilly (the “Executive”).

**WITNESSETH:**

WHEREAS, the Company desires to induce the Executive to enter into an agreement of employment with the Company for the period provided in this Agreement; and

WHEREAS, the Executive is willing to accept such employment on a full-time basis, all in accordance with the terms and conditions set forth below;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereto hereby covenant and agree as follows:

**1. Employment**

(a) The Company hereby agrees to employ the Executive, and the Executive hereby agrees to accept such employment with the Company, beginning on the Effective Date and continuing for the period set forth in Section 2 hereof, all upon the terms and conditions hereinafter set forth.

(b) The Executive affirms and represents that as of the Effective Date, he is under no obligation to any former employer or other party that is in any way inconsistent with or imposes any restriction on the Executive’s acceptance of employment hereunder with the Company, the employment of the Executive by the Company, or the Executive’s undertakings under this Agreement.

**2. Term of Employment**

(a) Unless earlier terminated as provided in this Agreement, the term of the Executive’s employment pursuant to this Agreement shall be for a period beginning on the Effective Date and ending on the second anniversary of the Effective Date (the “Initial Term”).

(b) The term of the Executive’s employment under this Agreement shall be automatically renewed for additional one-year terms (each a “Renewal Term”), unless earlier terminated as provided in this Agreement, upon the expiration of the Initial Term or any Renewal Term unless the Company or the Executive delivers to the other, at least three (3) months prior to the expiration of the Initial Term or the then current Renewal Term, as the case may be, a written notice specifying that the term of the Executive’s employment will not be renewed at the end of the Initial Term or such Renewal Term, as the case may be. The Initial Term together with any Renewal Terms shall hereinafter be referred to as the “Employment Term.”

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3. Duties. The Executive shall be employed as the Chief Financial Officer, Secretary and Treasurer of the Company, shall faithfully and competently perform such duties as inherent in such position and as are specified in the Bylaws of the Company. The Executive shall perform his duties principally at the offices of the Company in Raleigh, North Carolina, with such travel to such other locations from time to time as the positions of Chief Financial Officer, Secretary and Treasurer may reasonably demand. Except as may otherwise be approved in advance by the Board of Directors of the Company, and except during vacation periods and reasonable periods of absence due to sickness, personal injury or other disability, the Executive shall devote his full business time throughout the Employment Term to the services required of him hereunder. The Executive shall render his business services exclusively to the Company and its subsidiaries during the Employment Term and shall use his best efforts, judgment and energy to improve and advance the business and interests of the Company and its subsidiaries in a manner consistent with the duties of his position. Nothing contained in this Section 3 shall preclude the Executive from performing services for charitable or not-for-profit community organizations, provided that such activities do not interfere with the Executive's performance of his duties and responsibilities under this Agreement.

4. Salary; Bonuses; Special Bonuses.

(a) Salary. As compensation for the performance by the Executive of the services to be performed by the Executive hereunder during the Employment Term, the Company shall pay the Executive a base salary at the annual rate of Two Hundred Forty Thousand Dollars (\$240,000) (said amount, together with any increases thereto as may be authorized from time to time by the Compensation Committee of the Board of Directors of the Company in its sole discretion, being hereinafter referred to as "Salary"). Any Salary payable hereunder shall be paid in regular intervals in accordance with the Company's payroll practices from time to time in effect.

(b) Bonus. The Executive may receive bonus compensation from the Company in respect of any fiscal year (or portion thereof) occurring during the Employment Term at the discretion of the Compensation Committee of the Board of Directors of the Company. Any bonus or incentive compensation payable pursuant to a plan that bases such bonus or incentive compensation on the Executive's salary shall be based on the Executive's highest annual rate of Salary at any time during such fiscal year. In no circumstance, however, shall the Executive's cash bonus in any year equal more than 100% of his then current Salary, not including any of the Executive's tax gross-ups, expense reimbursements or similar payments which have been approved by the Compensation Committee of the Board of Directors.

5. Other Benefits; Company Stock.

(a) General. During the Employment Term, the Executive shall:

(i) be eligible to participate in employee fringe benefits and pension and/or profit sharing plans that may be provided by the Company for its senior executive employees in accordance with the provisions of any such plans, as the same may be in effect from time to time;

(ii) be eligible to participate in the Company's long-term incentive and equity plans that may from time to time be adopted by the Company, including the Company's 2007 Equity Incentive Plan;

(iii) be eligible to participate in any medical and health plans or other employee welfare benefit plans that may be provided by the Company for its senior executive employees in accordance with the provisions of any such plans, as the same may be in effect from time to time;

(iv) be entitled to the number of paid vacation days in each calendar year determined by the Company from time to time for its senior executive officers, provided that such number of paid vacation days in each calendar year shall not be less than twenty work days (four calendar weeks); the Executive shall also be entitled to all paid holidays given by the Company to its senior executive officers;

(v) be entitled to sick leave, sick pay and disability benefits in accordance with any Company policy that may be applicable to senior executive employees from time to time, and

(vi) be entitled to reimbursement for all reasonable and necessary direct out-of-pocket business expenses incurred by the Executive in the performance of his duties hereunder in accordance with the Company's normal policies from time to time in effect (including, without limitation, relocation expenses).

6. Confidential Information. The Executive hereby covenants, agrees and acknowledges as follows:

(a) The Executive shall not, without the prior express written consent of the Company, directly or indirectly, use for any purpose any Confidential Information (as defined below) in any way, or divulge, disclose or make available or accessible any Confidential Information to any person, firm, partnership, corporation, trust or any other entity or third party unless (i) such disclosure is reasonably necessary or appropriate in connection with the performance by the Executive of his duties as an executive of the Company or (ii) such disclosure is required by applicable law or (iii) the Executive is requested or required by a judicial or arbitration body or governmental agency (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any such information, in which case the Executive will (A) promptly notify the Company of such request or requirement, so that the Company may seek an appropriate protective order and (B) cooperate with the Company, at its expense, in seeking such an order.

(b) "Confidential Information" means all information concerning the business and activities of the Company and any of its affiliates, including, without limitation, concerning the portfolio companies, investments, suppliers, employees, consultants, prospects, computer or other files, projects, products, computer disks or other media, computer hardware or computer software programs, underwriting, lending or investment standards, marketing plans, financial information, methodologies, know-how, processes, trade secrets, policies, practices, projections, forecasts, formats, operational methods, product development techniques, research,

strategies or information agreed to with third parties to be kept confidential by the Company and any of its affiliates. Notwithstanding the immediately preceding sentence, Confidential Information shall not include any information that is, or becomes, a part of the public domain or generally available to the public (unless such availability occurs as a result of any breach by the Executive of this Agreement) or any business knowledge and experience of the type usually acquired by persons engaged in positions similar to the Executive's position with the Company, to the extent such knowledge and experience is non-Company specific and not proprietary to the Company or any of its affiliates.

(c) The Executive shall not disclose, use or make known for his or another's benefit any Confidential Information or use such Confidential Information in any way except as is in the best interests of the Company in the performance of the Executive's duties under this Agreement. The Executive may disclose Confidential Information when required by a third party and applicable law or judicial process, but only after providing immediate notice to the Company at any third party's request for such information, which notice shall include the Executive's intent with respect to such request.

(d) The Executive agrees that upon termination of his employment with the Company for any reason, the Executive shall forthwith return to the Company all Confidential Information in whatever form maintained (including, without limitation, computer discs and other electronic media).

(e) The Executive acknowledges and agrees that a remedy at law for any breach or threatened breach of the provisions of this Section 6 would be inadequate and, therefore, agrees that the Company shall be entitled to injunctive relief in addition to any other available rights and remedies in case of any such breach or threatened breach by the Executive (and the Executive hereby waives any requirement that any of the Company provide a bond or other security in connection with the issuance of any such injunction); provided, however, that nothing contained herein shall be construed as prohibiting the Company from pursuing any other rights and remedies available for any such breach or threatened breach.

(f) The obligations of the Executive under this Section 6 shall, except as otherwise provided herein, survive the termination of the Employment Term and the expiration or termination of this Agreement.

(g) Without limiting the generality of Section 9 hereof, the Executive hereby expressly agrees that the foregoing provisions of this Section 6 shall be binding upon the Executive's heirs, successors and legal representatives.

#### 7. Termination.

(a) The Executive's employment hereunder shall be terminated upon the occurrence of any of the following:

(i) death of the Executive;

(ii) the Executive's inability to perform his duties on account of disability or incapacity for a period of one hundred eighty (180) or more days, whether or not consecutive, within any period of twelve (12) consecutive months;

(iii) the Company giving written notice, at any time, to the Executive that the Executive's employment is being terminated "for cause" (as defined below);

(iv) the Company giving written notice to the Executive that (A) the Executive's employment is being terminated other than during the two-year period commencing with a "Change in Control" (as defined below) and other than pursuant to clauses (i), (ii) or (iii) above, or (B) the Executive's employment will not be renewed at the end of the applicable Employment Term other than during the two-year period commencing with a "Change in Control" and other than pursuant to clauses (i), (ii) or (iii) above;

(v) the Company giving written notice that the Executive's employment is being terminated during the two-year period commencing with a Change in Control other than pursuant to clauses (i), (ii) or (iii) above, or the Company giving written notice specifying that the Executive's employment will not be renewed at the end of the applicable Employment Term falling within the two-year period commencing with a Change in Control other than pursuant to clause (i), (ii) or (iii) above;

(vi) the Executive resigning with "Good Reason" (as defined below) during the two-year period commencing with a Change in Control;

(vii) the Executive resigning for any reason whatsoever (whether by reason of retirement, resignation or otherwise), except as set forth in clauses (vi) or (viii); or

(viii) the Executive resigning for any reason whatsoever (whether by reason of retirement, resignation or otherwise) during the period commencing on the three hundred sixty-sixth (366th) day following a Change in Control and ending on the three hundred ninety-sixth (396th) day following such Change in Control.

(b) The following actions, failures and events by or affecting the Executive shall constitute "cause" for termination within the meaning of clause (iii) above: (i) gross negligence by the Executive in the performance of, or the willful disregard by the Executive of, his obligations under this Agreement or otherwise relating to his employment, which gross negligence or willful disregard continues unremedied for a period of fifteen (15) days after written notice thereof to the Executive; (ii) acts of dishonesty by the Executive that are materially detrimental to one or more of the Company or its subsidiaries; (iii) the Executive's material breach of this Agreement; (iv) the Executive being convicted of, or pleading guilty or no contest to, a felony or other crime having as its predicate element fraud, dishonesty or misappropriation, or the entry of any order or consent decree, whether or not liability is admitted or denied, by the Securities and Exchange Commission against the



Executive in respect of charges that the Executive violated any provision of the Investment Company Act of 1940 or the Securities Exchange Act of 1934, other than provisions requiring the maintenance of proper books and records; or (v) failure by the Executive to obey the reasonable and lawful orders and policies of the Board of Directors of the Company that are material to and consistent with the terms of this Agreement, which failure continues unremedied for a period of fifteen (15) days after written notice thereof to the Executive (provided that in the case of clauses (ii) or (iii) above, the Executive shall have received written notice of such proposed termination. For purposes of this definition, no act or failure to act by the Executive shall be considered “willful” unless done or omitted to be done by the Executive in bad faith and without reasonable belief that the Executive’s action or omission was in the best interests of the Company.

(c) “Good Reason” shall mean, on and after a Change in Control, without the Executive’s written consent, the occurrence of any of the following events:

(i) (A) any change in the duties or responsibilities (including reporting responsibilities) of the Executive that is inconsistent in any material and adverse respect with the Executive’s position(s), duties, responsibilities or status with the Company immediately prior to such Change in Control (including any material and adverse diminution of such duties or responsibilities); provided, however, that Good Reason shall not be deemed to occur upon a change in duties or responsibilities (other than reporting responsibilities) that is solely and directly a result of the Company no longer being a publicly traded entity and does not involve any other event set forth in this paragraph (i); or (B) a material and adverse change in the Executive’s titles or offices with the Company as in effect immediately prior to such Change in Control;

(ii) a material reduction by the Company in the Executive’s rate of annual base salary or annual target bonus opportunity (including any material and adverse change in the formula for such annual bonus target) as in effect immediately prior to such Change in Control;

(iii) any requirement of the Company that the Executive be based anywhere more than thirty-five (35) miles from the office where the Executive is located at the time of such Change in Control, if such relocation increases the Executive’s commute by more than twenty (20) miles; or

(iv) any failure of the Company to cause any successor entity to the Company in such Change of Control unconditionally to assume all of the obligations of the Company under this Agreement (except to the extent that such obligation would be assumed by operation of law) prior to the effectiveness of such Change in Control.

In addition, if (i) the Executive resigns prior to a Change in Control under circumstances that would have constituted a resignation by the Executive for Good Reason if such circumstances occurred following a Change in Control; (ii) such event constituting Good Reason for such resignation was at the request of a third party who had indicated an intention or taken steps reasonably calculated to effect a Change in Control or was otherwise in anticipation of a Change

in Control; and (iii) a Change in Control involving such third party (or a party competing with such third party to effectuate a Change in Control) or such anticipated Change in Control does occur, then the date immediately prior to the date of such termination of employment shall be treated as a Change in Control and such termination shall be treated as by the Executive for Good Reason.

(d) Consequences of Termination.

(i) In the event that the Executive's employment is terminated pursuant to clauses (i), (ii) or (iv) of Section 7(a) above (except upon failure to renew pursuant to clause (B) of Section 7(a)(iv) above), then (i) during the twenty-four (24) month period beginning on the date of such termination, the Company shall pay to the Executive, as severance pay or liquidated damages or both, monthly payments equal to one-twelfth of (x) the rate per annum of his Salary at the time of such termination plus (y) either (A) if such termination occurs prior to the payment of the Executive's annual bonus in respect of the first fiscal year of the Company ending after the Effective Date, 100% of the Executive's highest annual rate of Salary at any time during such fiscal year, or (B) if such termination does not occur prior to such payment, the average annualized bonus the Executive was paid by the Company for the fiscal years during the Initial Term or, if this Agreement has been renewed pursuant to Section 2(b) above, the last two fiscal years ending prior to the date of such termination (the amount described in sub-clauses (A) or (B), as applicable, the "Average Bonus"), provided, however, that no such payments shall be required from and after the time that the Executive fails to comply with his obligations under Section 10 below; and (ii) the Company shall continue to provide the Executive with all benefits provided to Executive immediately prior to such termination from the date of such termination until the earlier to occur of (x) the second anniversary of such termination or (y) as to any particular benefit, the date upon which the Executive becomes eligible to receive such equal benefit from another employer; provided, however, that if the provision of any such benefit by the Company would contravene any law or the terms of any employee benefit plan of the Company, or would result in the loss of a tax benefit to which the Company otherwise would be entitled, the Company shall pay to the Executive, on an after-tax basis (in respect of any benefit which would be non-taxable to the Executive if provided directly by the Company), sufficient cash to allow the Executive to purchase an equivalent benefit from an entity other than the Company. If the Executive's employment terminates due to failure to renew this Agreement pursuant to clause (B) of Section 7(a)(iv) above, then any severance payment or benefit will be payable at the absolute discretion of the Compensation Committee.

(ii) In the event that the Executive resigns pursuant to clauses (vi) or (viii) of Section 7(a) above or the Executive's employment is terminated or not renewed by the Company pursuant to clause (v) of Section 7(a) above, then (i) during the thirty-six (36) month period beginning on the date of such termination or non-renewal, the Company shall pay to the Executive, as severance pay or liquidated damages or both, monthly payments equal to one-twelfth of (x) the rate pre annum of his Salary at the time of such termination or non-renewal plus (y) the Average Bonus; and (ii) the Company shall continue to provide the Executive with all the benefits provided to the Executive immediately prior to such termination or non-renewal from the date of such termination

or non-renewal until the earlier to occur of (x) the third anniversary of such termination or non-renewal, or (y) as to any particular benefit, the date upon which the Executive becomes eligible to receive such equal benefit from another employer; provided, however, that if the provision of any such benefit by the Company would contravene any law or the terms of any employee benefit plan of the Company, or would result in the loss of a tax benefit to which the Company otherwise would be entitled, the Company shall pay to the Executive, on an after-tax basis (in respect of any benefit which would be non-taxable to the Executive if provided directly by the Company), sufficient cash to allow the Executive to purchase an equivalent benefit from an entity other than the Company.

(iii) In the event this Agreement is terminated pursuant to clauses (iii) or (vii) of Section 7(a) above, the Company shall pay to the Executive all accrued Salary up to the date of such termination, and shall thereafter have no further obligation to the Executive.

(e) Notwithstanding anything to the contrary expressed or implied herein, except as required by applicable law and except as set forth in Section 7(d) above, the Company (and its affiliates) shall not be obligated to make any payments to the Executive or on his behalf of whatever kind or nature by reason of the Executive's cessation of employment, other than (i) such amounts, if any, of his Salary as shall have accrued and remained unpaid as of the date of said cessation and (ii) such other amounts, if any, which may be then otherwise payable to the Executive pursuant to the terms of the Company's benefits plans, including all accrued and unused paid vacation days.

(f) No interest shall accrue on or be paid with respect to any portion of any payments hereunder.

(g) For purposes of this Agreement, "Change in Control" means the occurrence of any one of the following events:

(i) any "person," as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") is or becomes the beneficial owner (as defined in Exchange Act Rules 13d-3 and 13d-5, except that for purposes of this paragraph (i) such person shall be deemed to have beneficial ownership of all shares that such person has the right to acquire, whether such right is exercisable immediately or only after the passage of time, directly or indirectly) of more than 35% of the total voting power of the Company's "Voting Stock" (as defined below). For purposes of this paragraph (i), such other person shall be deemed to beneficially own any Voting Stock of a specified entity held by a parent entity, if such other person is the beneficial owner, directly or indirectly, of more than 35% of the voting power of the parent entity's Voting Stock than such other person, and do not have the right or ability, by voting power, contract or otherwise, to elect, or designate for election, a majority of the parent entity's board of directors;

(ii) during any period of two consecutive years, individuals who at the beginning of such period constituted the Board, together with any new directors whose election by the Board or whose nomination for election by the

Company's shareholders was approved by a vote of a majority of the Company's directors then still in office who were either directors at the beginning of such period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority of the Board then in office;

(iii) the merger or consolidation of the Company with or into another person or the merger of another person with or into the Company, other than a transaction following which the holders of securities that represented 100% of the aggregate voting power of the Voting Stock of the Company immediately prior to such transaction own, directly or indirectly, at least a majority of the aggregate voting power of the Voting Stock of the surviving person immediately after such transaction in substantially the same proportion that such holders held the aggregate voting power of the Voting Stock of the Company immediately prior to such transaction; or

(iv) the sale of all or substantially all of the Company's assets to another person.

#### 8. Reduction of Payments in Certain Cases.

(a) For purposes of this Section 8, (i) a "Payment" shall mean any payment or distribution in the nature of compensation to or for the benefit of the Executive, whether paid or payable pursuant to this Agreement or otherwise; (ii) "Agreement Payment" shall mean a Payment paid or payable pursuant to this Agreement; (iii) "Net After Tax Receipt" shall mean the "Present Value" (as defined below) of a Payment net all of federal, state and local taxes imposed on the Executive with respect thereto (including without limitation under Section 4999 of the Internal Revenue Code of 1986, as amended (the "Code")), determined by applying the highest marginal rates of such taxes that applied to the Executive's taxable income for the immediately preceding taxable year, or such other rate(s) as the Executive shall in his sole discretion certify as likely to apply to the Executive in the relevant tax year(s); (iv) "Present Value" shall mean such value determined in accordance with Section 280G(d)(4) of the Code; and (v) "Reduced Amount" shall mean the smallest aggregate amount of Agreement Payments which (A) is less than the sum of all Agreement Payments and (B) results in aggregate Net After Tax Receipts which are equal to or greater than the Net After Tax Receipts which would result if the aggregate Agreement Payments were any other amount less than the sum of all Agreement Payments.

(b) Anything in this Agreement to the contrary notwithstanding, in the event that a nationally recognized certified public accounting firm designated by the Company (the "Accounting Firm") shall determine that receipt of all Payments would subject the Executive to tax under Section 4999 of the Code, it shall determine whether some amount of Agreement Payments would meet the definition of a "Reduced Amount." If said firm determines that there is a Reduced Amount, the aggregate Agreement Payments shall be reduced to such Reduced Amount.

(c) If the Accounting Firm determines that aggregate Agreement Payments should be reduced to the Reduced Amount, the Company shall promptly give the Executive notice to that effect and a copy of the detailed calculation thereof, and the Executive

may then elect, in his sole discretion, which and how much of the Agreement Payments shall be eliminated or reduced (as long as after such election the Present Value of the aggregate Agreement Payments equals the Reduced Amount), and shall advise the Company in writing of his election within ten (10) business days of his receipt of notice. If no such election is made by the Executive within such ten-day period, the Company may elect which of such Agreement Payments shall be eliminated or reduced (as long as after such election the present value of the aggregate Agreement Payments equals the Reduced Amount) and shall notify the Executive promptly of such election. All determinations made by the Accounting Firm under this Section 8 shall be binding upon the Company and the Executive. As promptly as practicable following such determination, the Company shall pay to or distribute for the benefit of the Executive such Agreement Payments as are then due to the Executive under this Agreement and shall promptly pay to or distribute for the benefit of the Executive in the future such Agreement Payments as become due to the Executive under this Agreement.

(d) While it is the intention of the Company and the Executive to reduce the amounts payable or distributable to the Executive hereunder only if the aggregate Net After Tax Receipts to the Executive would thereby be increased, as a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Accounting Firm hereunder, it is possible that amounts will have been paid or distributed by the Company to or for the benefit of the Executive pursuant to this Agreement which should not have been so paid or distributed ("Overpayment") or that additional amounts which will have not been paid or distributed by the Company to or for the benefit of the Executive pursuant to this Agreement could have been so paid or distributed ("Underpayment"), in each case, consistent with the calculation of the Reduced Amount hereunder. In the event that the Accounting Firm, based upon the assertion of a deficiency by the Internal Revenue Service against either the Company or the Executive which the Accounting Firm believes has a high probability of success determines that an overpayment has been made, then the Executive shall repay any such Overpayment to the Company within ten business days of his receipt of notice of such Overpayment. In the event the Accounting Firm, based upon controlling precedent or substantial authority, determines that an Underpayment has occurred, any such underpayment shall be promptly paid by the Company to or for the benefit of the Executive.

(e) All fees and expenses of the Accounting Firm in implementing the provisions of this Section 8 shall be borne by the Company.

#### 9. Non-Assignability.

(a) Neither this Agreement nor any right or interest hereunder shall be assignable by the Executive or his beneficiaries or legal representatives without the Company's prior written consent; provided, however, that nothing in this Section 9(a) shall preclude the Executive from designating a beneficiary to receive any benefit payable hereunder upon his death or incapacity.

(b) Except as required by law, no right to receive payments under this Agreement shall be subject to anticipation, commutation, alienation, sale, assignment, encumbrance, charge, pledge, or hypothecation or to exclusion, attachment, levy or similar

process or to assignment by operation of law, and any attempt, voluntary or involuntary, to effect any such action shall be null, void and of no effect.

10. Restrictive Covenants.

(a) Competition. During the Employment Term and during the “Applicable Period” (as defined below), the Executive will not directly or indirectly (as a shareholder, general partner, member or other owner, director, officer, executive employee, manager, consultant, independent contractor, advisor or otherwise) engage in competition with, or own any interest in, perform any services for, participate in or be connected with any business or organization which engages in competition with the Company within the meaning of Section 10(d); provided, however, that the provisions of this Section 10(a) shall not be deemed to prohibit the Executive’s (i) ownership of not more than two percent (2%) of the total shares of all classes of stock outstanding of any publicly held company or (ii) ability to invest, as a limited partner, in any private equity, mezzanine or similar investment fund. For purposes of this Agreement, the “Applicable Period” shall mean the period of time following the termination of the Executive’s employment in which any severance payments are owed to the Executive by the Company, but the Applicable Period shall in no event exceed twenty-four (24) months.

(b) Non-Solicitation. During the Employment Term and during the Applicable Period, the Executive will not directly or indirectly induce or attempt to induce any management employee of any of the Company to leave the employ of the Company, or in any way interfere with the relationship between any of the Company and any employee thereof.

(c) Non-Interference. During the Employment Term and during the Applicable Period, the Executive will not directly or indirectly hire, engage, send any work to, place orders with, or in any manner be associated with any investment bank, private equity group, financial institution or other business relation of the Company if such action would be known by him to have a material adverse effect on the business, assets or financial condition of the Company or materially interfere with the relationship between any such person or entity and the Company.

(d) Certain Definitions.

(i) For purposes of this Section 10, a person or entity (including, without limitation, the Executive) shall be deemed to be engaging in competition with the Company if such person or entity either engages primarily in the business of providing Mezzanine financing to lower middle market companies or engages in any other type of business which comprises a significant portion of the Company’s revenues at the time of termination of the Executive’s employment with the Company and for which the Executive had responsibility or authority or about which business the Executive received Confidential Information, in either case in the geographic region encompassing the service areas in which the Company conducts, or had an established plan to begin conducting, such businesses at the time of termination of the Executive’s employment with the Company.

(ii) For purposes of this Section 10, no corporation or entity that may be deemed to be an affiliate of the Company solely by reason of its controlling, being controlled by, or being under common control with any Permitted Holder or any of their respective affiliates will be deemed to be an affiliate of the Company.

(e) Certain Representations of the Executive. In connection with the foregoing provisions of this Section 10, the Executive represents that his experience, capabilities and circumstances are such that such provisions will not prevent him from earning a livelihood. The Executive further agrees that the limitations set forth in this Section 10 (including, without limitation, time and territorial limitations) are reasonable and properly required for the adequate protection of the current and future businesses of the Company. It is understood and agreed that the covenants made by the Executive in this Section 10 (and in Section 6 hereof) shall survive the expiration or termination of this Agreement.

(f) Injunctive Relief. The Executive acknowledges and agrees that a remedy at law for any breach or threatened breach of the provisions of Section 10 hereof would be inadequate and, therefore, agrees that the Company and any of its subsidiaries or affiliates shall be entitled to injunctive relief in addition to any other available rights and remedies in cases of any such breach or threatened breach (and the Executive hereby waives any requirement that the Company provide a bond or other security in connection with the issuance of any such injunction); provided, however, that nothing contained herein shall be construed as prohibiting the Company or any of its subsidiaries from pursuing any other rights and remedies available for any such breach or threatened breach.

11. Binding Effect. Without limiting or diminishing the effect of the provisions affecting assignment of this Agreement, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, legal representatives and permitted assigns.

12. Notices. All notices which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing and (i) delivered personally, (ii) mailed by certified or registered mail, return receipt requested and postage prepaid, (iii) sent via a nationally recognized overnight courier, or (iv) sent via facsimile confirmed in writing to the recipient, if to the Company at the Company's principal place of business, and if to the Executive, at his home address most recently filed with the Company, or to such other address or addresses as either party shall have designated in writing to the other party hereto, provided, however, that any notice sent by certified or registered mail shall be deemed delivered on the date of delivery as evidenced by the return receipt.

13. Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to the principles of conflicts of laws.

14. Severability. The Executive agrees that in the event that any court of competent jurisdiction shall finally hold that any provision of Section 6 or 10 hereof is void or constitutes an unreasonable restriction against the Executive, the provisions of such Section 6 or

10 shall not be rendered void but shall apply with respect to such extent as such court may judicially determine constitutes a reasonable restriction under the circumstances. If any part of this Agreement other than Section 6 or 10 is held by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced in whole or in part by reason of any rule of law or public policy, such part shall be deemed to be severed from the remainder of this Agreement for the purpose only of the particular legal proceedings in question and all other covenants and provisions of this Agreement shall in every other respect continue in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision.

15. Waiver. Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

16. Arbitration. With the exception of any dispute regarding the Executive's compliance with the provisions of Sections 6 and 10 above, any dispute relating to or arising out of the provisions of this Agreement shall be decided by arbitration in Raleigh, North Carolina, in accordance with the Revised Uniform Arbitration Act as in effect at the time of such dispute pursuant to North Carolina's Gen. Stat. § 1-569.1 et. seq., unless the Executive and the Company mutually agree otherwise in a writing signed by both parties. The Federal Arbitration Act shall not apply. This undertaking to arbitrate shall be specifically enforceable. The decision rendered by the arbitrator will be final and judgment may be entered upon it in accordance with appropriate laws in any court having jurisdiction thereof. Each of the parties shall pay his or its own legal fees associated with such arbitration.

17. Entire Agreement; Modifications. This Agreement constitutes the entire and final expression of the agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral and written, between the parties hereto with respect to the subject matter hereof including, without limitation, any existing agreement regarding employment or compensation between or among Executive and the Company. This Agreement may be modified or amended only by an instrument in writing signed by both parties hereto.

18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



IN WITNESS WHEREOF, the Company and the Executive have duly executed and delivered this Agreement as of the date of the consummation of the initial public offering of common stock of the Company.

**COMPANY:**

TRIANGLE CAPITAL CORPORATION

By: /s/ Garland S. Tucker, III  
Name: Garland S. Tucker, III  
Title: President and Chief Executive  
Officer

**EXECUTIVE:**

/s/ Steven C. Lilly  
Steven C. Lilly

**EMPLOYMENT AGREEMENT**

This Employment Agreement (this “Agreement”), effective as of the date of the consummation of the initial public offering of common stock of Triangle Capital Corporation (the “Effective Date”), is entered into by and among Triangle Capital Corporation, a Maryland corporation (the “Company”), and Tarlton H. Long (the “Executive”).

**WITNESSETH:**

WHEREAS, the Company desires to induce the Executive to enter into an agreement of employment with the Company for the period provided in this Agreement; and

WHEREAS, the Executive is willing to accept such employment on a full-time basis, all in accordance with the terms and conditions set forth below;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereto hereby covenant and agree as follows:

1. Employment

(a) The Company hereby agrees to employ the Executive, and the Executive hereby agrees to accept such employment with the Company, beginning on the Effective Date and continuing for the period set forth in Section 2 hereof, all upon the terms and conditions hereinafter set forth.

(b) The Executive affirms and represents that as of the Effective Date, he is under no obligation to any former employer or other party that is in any way inconsistent with or imposes any restriction on the Executive’s acceptance of employment hereunder with the Company, the employment of the Executive by the Company, or the Executive’s undertakings under this Agreement.

2. Term of Employment

(a) Unless earlier terminated as provided in this Agreement, the term of the Executive’s employment pursuant to this Agreement shall be for a period beginning on the Effective Date and ending on the first anniversary of the Effective Date (the “Initial Term”).

(b) The term of the Executive’s employment under this Agreement shall be automatically renewed for additional one-year terms (each a “Renewal Term”), unless earlier terminated as provided in this Agreement, upon the expiration of the Initial Term or any Renewal Term unless the Company or the Executive delivers to the other, at least three (3) months prior to the expiration of the Initial Term or the then current Renewal Term, as the case may be, a written notice specifying that the term of the Executive’s employment will not be renewed at the end of the Initial Term or such Renewal Term, as the case may be. The Initial Term together with any Renewal Terms shall hereinafter be referred to as the “Employment Term.”

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3. Duties. The Executive shall be employed as a Managing Director of the Company, shall faithfully and competently perform such duties as inherent in such position and as are specified in the Bylaws of the Company. The Executive shall perform his duties principally at the offices of the Company in Raleigh, North Carolina, with such travel to such other locations from time to time as the position of Managing Director may reasonably demand. Except as may otherwise be approved in advance by the Board of Directors of the Company, and except during vacation periods and reasonable periods of absence due to sickness, personal injury or other disability, the Executive shall devote his full business time throughout the Employment Term to the services required of him hereunder. The Executive shall render his business services exclusively to the Company and its subsidiaries during the Employment Term and shall use his best efforts, judgment and energy to improve and advance the business and interests of the Company and its subsidiaries in a manner consistent with the duties of his position. Nothing contained in this Section 3 shall preclude the Executive from performing services for charitable or not-for-profit community organizations, provided that such activities do not interfere with the Executive's performance of his duties and responsibilities under this Agreement.

4. Salary; Bonuses; Special Bonuses.

(a) Salary. As compensation for the performance by the Executive of the services to be performed by the Executive hereunder during the Employment Term, the Company shall pay the Executive a base salary at the annual rate of Two Hundred Thousand and No/100 Dollars (\$200,000.00) (said amount, together with any increases thereto as may be authorized from time to time by the Compensation Committee of the Board of Directors of the Company in its sole discretion, being hereinafter referred to as "Salary"). Any Salary payable hereunder shall be paid in regular intervals in accordance with the Company's payroll practices from time to time in effect.

(b) Bonus. The Executive may receive bonus compensation from the Company in respect of any fiscal year (or portion thereof) occurring during the Employment Term at the discretion of the Compensation Committee of the Board of Directors of the Company. Any bonus or incentive compensation payable pursuant to a plan that bases such bonus or incentive compensation on the Executive's salary shall be based on the Executive's highest annual rate of Salary at any time during such fiscal year. In no circumstance, however, shall the Executive's cash bonus in any year equal more than 100% of his then current Salary, not including any of the Executive's tax gross-ups, expense reimbursements or similar payments which have been approved by the Compensation Committee of the Board of Directors.

5. Other Benefits; Company Stock.

(a) General. During the Employment Term, the Executive shall:

(i) be eligible to participate in employee fringe benefits and pension and/or profit sharing plans that may be provided by the Company for its senior executive employees in accordance with the provisions of any such plans, as the same may be in effect from time to time;

(ii) be eligible to participate in the Company's long-term incentive and equity plans that may from time to time be adopted by the Company, including the Company's 2007 Equity Incentive Plan;

(iii) be eligible to participate in any medical and health plans or other employee welfare benefit plans that may be provided by the Company for its senior executive employees in accordance with the provisions of any such plans, as the same may be in effect from time to time;

(iv) be entitled to the number of paid vacation days in each calendar year determined by the Company from time to time for its senior executive officers, provided that such number of paid vacation days in each calendar year shall not be less than twenty work days (four calendar weeks); the Executive shall also be entitled to all paid holidays given by the Company to its senior executive officers;

(v) be entitled to sick leave, sick pay and disability benefits in accordance with any Company policy that may be applicable to senior executive employees from time to time, and

(vi) be entitled to reimbursement for all reasonable and necessary direct out-of-pocket business expenses incurred by the Executive in the performance of his duties hereunder in accordance with the Company's normal policies from time to time in effect (including, without limitation, relocation expenses).

6. Confidential Information. The Executive hereby covenants, agrees and acknowledges as follows:

(a) The Executive shall not, without the prior express written consent of the Company, directly or indirectly, use for any purpose any Confidential Information (as defined below) in any way, or divulge, disclose or make available or accessible any Confidential Information to any person, firm, partnership, corporation, trust or any other entity or third party unless (i) such disclosure is reasonably necessary or appropriate in connection with the performance by the Executive of his duties as an executive of the Company or (ii) such disclosure is required by applicable law or (iii) the Executive is requested or required by a judicial or arbitration body or governmental agency (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any such information, in which case the Executive will (A) promptly notify the Company of such request or requirement, so that the Company may seek an appropriate protective order and (B) cooperate with the Company, at its expense, in seeking such an order.

(b) "Confidential Information" means all information concerning the business and activities of the Company and any of its affiliates, including, without limitation, concerning the portfolio companies, investments, suppliers, employees, consultants, prospects, computer or other files, projects, products, computer disks or other media, computer hardware or computer software programs, underwriting, lending or investment standards, marketing plans, financial information, methodologies, know-how, processes, trade secrets, policies, practices, projections, forecasts, formats, operational methods, product development techniques, research,

strategies or information agreed to with third parties to be kept confidential by the Company and any of its affiliates. Notwithstanding the immediately preceding sentence, Confidential Information shall not include any information that is, or becomes, a part of the public domain or generally available to the public (unless such availability occurs as a result of any breach by the Executive of this Agreement) or any business knowledge and experience of the type usually acquired by persons engaged in positions similar to the Executive's position with the Company, to the extent such knowledge and experience is non-Company specific and not proprietary to the Company or any of its affiliates.

(c) The Executive shall not disclose, use or make known for his or another's benefit any Confidential Information or use such Confidential Information in any way except as is in the best interests of the Company in the performance of the Executive's duties under this Agreement. The Executive may disclose Confidential Information when required by a third party and applicable law or judicial process, but only after providing immediate notice to the Company at any third party's request for such information, which notice shall include the Executive's intent with respect to such request.

(d) The Executive agrees that upon termination of his employment with the Company for any reason, the Executive shall forthwith return to the Company all Confidential Information in whatever form maintained (including, without limitation, computer discs and other electronic media).

(e) The Executive acknowledges and agrees that a remedy at law for any breach or threatened breach of the provisions of this Section 6 would be inadequate and, therefore, agrees that the Company shall be entitled to injunctive relief in addition to any other available rights and remedies in case of any such breach or threatened breach by the Executive (and the Executive hereby waives any requirement that any of the Company provide a bond or other security in connection with the issuance of any such injunction); provided, however, that nothing contained herein shall be construed as prohibiting the Company from pursuing any other rights and remedies available for any such breach or threatened breach.

(f) The obligations of the Executive under this Section 6 shall, except as otherwise provided herein, survive the termination of the Employment Term and the expiration or termination of this Agreement.

(g) Without limiting the generality of Section 9 hereof, the Executive hereby expressly agrees that the foregoing provisions of this Section 6 shall be binding upon the Executive's heirs, successors and legal representatives.

#### 7. Termination.

(a) The Executive's employment hereunder shall be terminated upon the occurrence of any of the following:

(i) death of the Executive;

(ii) the Executive's inability to perform his duties on account of disability or incapacity for a period of one hundred eighty (180) or more days, whether or not consecutive, within any period of twelve (12) consecutive months;

(iii) the Company giving written notice, at any time, to the Executive that the Executive's employment is being terminated "for cause" (as defined below);

(iv) the Company giving written notice to the Executive that (A) the Executive's employment is being terminated other than during the two-year period commencing with a "Change in Control" (as defined below) and other than pursuant to clauses (i), (ii) or (iii) above, or (B) the Executive's employment will not be renewed at the end of the applicable Employment Term other than during the two-year period commencing with a "Change in Control" and other than pursuant to clauses (i), (ii) or (iii) above;

(v) the Company giving written notice that the Executive's employment is being terminated during the two-year period commencing with a Change in Control and other than pursuant to clauses (i), (ii) or (iii) above, or the Company giving written notice specifying that the Executive's employment will not be renewed at the end of the applicable Employment Term falling within the two-year period commencing with a Change in Control and other than pursuant to clause (i), (ii) or (iii) above;

(vi) the Executive resigning with "Good Reason" (as defined below) during the two-year period commencing with a Change in Control;

(vii) the Executive resigning for any reason whatsoever (whether by reason of retirement, resignation or otherwise), except as set forth in clauses (vi) or (viii); or

(viii) the Executive resigning for any reason whatsoever (whether by reason of retirement, resignation or otherwise) during the period commencing on the three hundred sixty-sixth (366th) day following a Change in Control and ending on the three hundred ninety-sixth (396th) day following such Change in Control.

(b) The following actions, failures and events by or affecting the Executive shall constitute "cause" for termination within the meaning of clause (iii) above: (i) gross negligence by the Executive in the performance of, or the willful disregard by the Executive of, his obligations under this Agreement or otherwise relating to his employment, which gross negligence or willful disregard continues unremedied for a period of fifteen (15) days after written notice thereof to the Executive; (ii) acts of dishonesty by the Executive that are materially detrimental to one or more of the Company or its subsidiaries; (iii) the Executive's material breach of this Agreement; (iv) the Executive being convicted of, or pleading guilty or no contest to, a felony or other crime having as its predicate element fraud, dishonesty or misappropriation, or the entry of any order or consent decree, whether or not

liability is admitted or denied, by the Securities and Exchange Commission against the Executive in respect of charges that the Executive violated any provision of the Investment Company Act of 1940 or the Securities Exchange Act of 1934, other than provisions requiring the maintenance of proper books and records; or (v) failure by the Executive to obey the reasonable and lawful orders and policies of the Board of Directors of the Company that are material to and consistent with the terms of this Agreement, which failure continues unremedied for a period of fifteen (15) days after written notice thereof to the Executive (provided that in the case of clauses (ii) or (iii) above, the Executive shall have received written notice of such proposed termination. For purposes of this definition, no act or failure to act by the Executive shall be considered "willful" unless done or omitted to be done by the Executive in bad faith and without reasonable belief that the Executive's action or omission was in the best interests of the Company.

(c) "Good Reason" shall mean, on and after a Change in Control, without the Executive's written consent, the occurrence of any of the following events:

(i) (A) any change in the duties or responsibilities (including reporting responsibilities) of the Executive that is inconsistent in any material and adverse respect with the Executive's position(s), duties, responsibilities or status with the Company immediately prior to such Change in Control (including any material and adverse diminution of such duties or responsibilities); provided, however, that Good Reason shall not be deemed to occur upon a change in duties or responsibilities (other than reporting responsibilities) that is solely and directly a result of the Company no longer being a publicly traded entity and does not involve any other event set forth in this paragraph (i); or (B) a material and adverse change in the Executive's titles or offices with the Company as in effect immediately prior to such Change in Control;

(ii) a material reduction by the Company in the Executive's rate of annual base salary or annual target bonus opportunity (including any material and adverse change in the formula for such annual bonus target) as in effect immediately prior to such Change in Control;

(iii) any requirement of the Company that the Executive be based anywhere more than thirty-five (35) miles from the office where the Executive is located at the time of such Change in Control, if such relocation increases the Executive's commute by more than twenty (20) miles; or

(iv) any failure of the Company to cause any successor entity to the Company in such Change of Control unconditionally to assume all of the obligations of the Company under this Agreement (except to the extent that such obligation would be assumed by operation of law) prior to the effectiveness of such Change in Control.

In addition, if (i) the Executive resigns prior to a Change in Control under circumstances that would have constituted a resignation by the Executive for Good Reason if such circumstances occurred following a Change in Control; (ii) such event constituting Good Reason for such resignation was at the request of a third party who had indicated an intention or taken steps

reasonably calculated to effect a Change in Control or was otherwise in anticipation of a Change in Control; and (iii) a Change in Control involving such third party (or a party competing with such third party to effectuate a Change in Control) or such anticipated Change in Control does occur, then the date immediately prior to the date of such termination of employment shall be treated as a Change in Control and such termination shall be treated as by the Executive for Good Reason.

(d) Consequences of Termination.

(i) In the event that the Executive's employment is terminated pursuant to clauses (i), (ii) or (iv) of Section 7(a) above (except upon failure to renew pursuant to clause (B) of Section 7(a)(iv) above), then (i) during the twelve (12) month period beginning on the date of such termination, the Company shall pay to the Executive, as severance pay or liquidated damages or both, monthly payments equal to one-twelfth of (x) the rate per annum of his Salary at the time of such termination plus (y) up to one hundred percent (100%) of the Executive's bonus compensation as determined in the sole discretion of the Compensation Committee ("Bonus Compensation"), provided, however, that no such payments shall be required from and after the time that the Executive fails to comply with his obligations under Section 10 below; and (ii) the Company shall continue to provide the Executive with all benefits provided to Executive immediately prior to such termination from the date of such termination until the earlier to occur of (x) the first anniversary of such termination or (y) as to any particular benefit, the date upon which the Executive becomes eligible to receive such equal benefit from another employer; provided, however, that if the provision of any such benefit by the Company would contravene any law or the terms of any employee benefit plan of the Company, or would result in the loss of a tax benefit to which the Company otherwise would be entitled, the Company shall pay to the Executive, on an after-tax basis (in respect of any benefit which would be non-taxable to the Executive if provided directly by the Company), sufficient cash to allow the Executive to purchase an equivalent benefit from an entity other than the Company. If the Executive's employment terminates due to failure to renew this Agreement pursuant to clause (B) of Section 7(a)(iv) above, then any severance payment or benefit will be payable at the absolute discretion of the Compensation Committee.

(ii) In the event that the Executive resigns pursuant to clauses (vi) or (viii) of Section 7(a) above or the Executive's employment is terminated or not renewed by the Company pursuant to clause (v) of Section 7(a) above, then (i) during the eighteen (18) month period beginning on the date of such termination or non-renewal, the Company shall pay to the Executive, as severance pay or liquidated damages or both, monthly payments equal to one-twelfth of (x) the rate per annum of his Salary at the time of such termination or non-renewal plus (y) Bonus Compensation; and (ii) the Company shall continue to provide the Executive with all the benefits provided to the Executive immediately prior to such termination or non-renewal from the date of such termination or non-renewal until the earlier to occur of (x) the eighteen (18) month anniversary of such termination or non-renewal, or (y) as to any particular benefit, the date upon which the Executive becomes eligible to receive such equal benefit from another employer; provided, however, that if the provision of any such benefit by the Company would



contravene any law or the terms of any employee benefit plan of the Company, or would result in the loss of a tax benefit to which the Company otherwise would be entitled, the Company shall pay to the Executive, on an after-tax basis (in respect of any benefit which would be non-taxable to the Executive if provided directly by the Company), sufficient cash to allow the Executive to purchase an equivalent benefit from an entity other than the Company.

(iii) In the event this Agreement is terminated pursuant to clauses (iii) or (vii) of Section 7(a) above, the Company shall pay to the Executive all accrued Salary up to the date of such termination, and shall thereafter have no further obligation to the Executive.

(e) Notwithstanding anything to the contrary expressed or implied herein, except as required by applicable law and except as set forth in Section 7(d) above, the Company (and its affiliates) shall not be obligated to make any payments to the Executive or on his behalf of whatever kind or nature by reason of the Executive's cessation of employment, other than (i) such amounts, if any, of his Salary as shall have accrued and remained unpaid as of the date of said cessation and (ii) such other amounts, if any, which may be then otherwise payable to the Executive pursuant to the terms of the Company's benefits plans, including all accrued and unused paid vacation days.

(f) No interest shall accrue on or be paid with respect to any portion of any payments hereunder.

(g) For purposes of this Agreement, "Change in Control" means the occurrence of any one of the following events:

(i) any "person," as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") is or becomes the beneficial owner (as defined in Exchange Act Rules 13d-3 and 13d-5, except that for purposes of this paragraph (i) such person shall be deemed to have beneficial ownership of all shares that such person has the right to acquire, whether such right is exercisable immediately or only after the passage of time, directly or indirectly) of more than 35% of the total voting power of the Company's "Voting Stock" (as defined below). For purposes of this paragraph (i), such other person shall be deemed to beneficially own any Voting Stock of a specified entity held by a parent entity, if such other person is the beneficial owner, directly or indirectly, of more than 35% of the voting power of the parent entity's Voting Stock than such other person, and do not have the right or ability, by voting power, contract or otherwise, to elect, or designate for election, a majority of the parent entity's board of directors;

(ii) during any period of two consecutive years, individuals who at the beginning of such period constituted the Board, together with any new directors whose election by the Board or whose nomination for election by the Company's shareholders was approved by a vote of a majority of the Company's directors then still in office who were either directors at the beginning of such period or

whose election or nomination for election was previously so approved, cease for any reason to constitute a majority of the Board then in office;

(iii) the merger or consolidation of the Company with or into another person or the merger of another person with or into the Company, other than a transaction following which the holders of securities that represented 100% of the aggregate voting power of the Voting Stock of the Company immediately prior to such transaction own, directly or indirectly, at least a majority of the aggregate voting power of the Voting Stock of the surviving person immediately after such transaction in substantially the same proportion that such holders held the aggregate voting power of the Voting Stock of the Company immediately prior to such transaction; or

(iv) the sale of all or substantially all of the Company's assets to another person.

#### 8. Reduction of Payments in Certain Cases.

(a) For purposes of this Section 8, (i) a "Payment" shall mean any payment or distribution in the nature of compensation to or for the benefit of the Executive, whether paid or payable pursuant to this Agreement or otherwise; (ii) "Agreement Payment" shall mean a Payment paid or payable pursuant to this Agreement; (iii) "Net After Tax Receipt" shall mean the "Present Value" (as defined below) of a Payment net all of federal, state and local taxes imposed on the Executive with respect thereto (including without limitation under Section 4999 of the Internal Revenue Code of 1986, as amended (the "Code")), determined by applying the highest marginal rates of such taxes that applied to the Executive's taxable income for the immediately preceding taxable year, or such other rate(s) as the Executive shall in his sole discretion certify as likely to apply to the Executive in the relevant tax year(s); (iv) "Present Value" shall mean such value determined in accordance with Section 280G(d)(4) of the Code; and (v) "Reduced Amount" shall mean the smallest aggregate amount of Agreement Payments which (A) is less than the sum of all Agreement Payments and (B) results in aggregate Net After Tax Receipts which are equal to or greater than the Net After Tax Receipts which would result if the aggregate Agreement Payments were any other amount less than the sum of all Agreement Payments.

(b) Anything in this Agreement to the contrary notwithstanding, in the event that a nationally recognized certified public accounting firm designated by the Company (the "Accounting Firm") shall determine that receipt of all Payments would subject the Executive to tax under Section 4999 of the Code, it shall determine whether some amount of Agreement Payments would meet the definition of a "Reduced Amount." If said firm determines that there is a Reduced Amount, the aggregate Agreement Payments shall be reduced to such Reduced Amount.

(c) If the Accounting Firm determines that aggregate Agreement Payments should be reduced to the Reduced Amount, the Company shall promptly give the Executive notice to that effect and a copy of the detailed calculation thereof, and the Executive may then elect, in his sole discretion, which and how much of the Agreement Payments shall be eliminated or reduced (as long as after such election the Present Value of the aggregate

Agreement Payments equals the Reduced Amount), and shall advise the Company in writing of his election within ten (10) business days of his receipt of notice. If no such election is made by the Executive within such ten-day period, the Company may elect which of such Agreement Payments shall be eliminated or reduced (as long as after such election the present value of the aggregate Agreement Payments equals the Reduced Amount) and shall notify the Executive promptly of such election. All determinations made by the Accounting Firm under this Section 8 shall be binding upon the Company and the Executive. As promptly as practicable following such determination, the Company shall pay to or distribute for the benefit of the Executive such Agreement Payments as are then due to the Executive under this Agreement and shall promptly pay to or distribute for the benefit of the Executive in the future such Agreement Payments as become due to the Executive under this Agreement.

(d) While it is the intention of the Company and the Executive to reduce the amounts payable or distributable to the Executive hereunder only if the aggregate Net After Tax Receipts to the Executive would thereby be increased, as a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Accounting Firm hereunder, it is possible that amounts will have been paid or distributed by the Company to or for the benefit of the Executive pursuant to this Agreement which should not have been so paid or distributed (“Overpayment”) or that additional amounts which will have not been paid or distributed by the Company to or for the benefit of the Executive pursuant to this Agreement could have been so paid or distributed (“Underpayment”), in each case, consistent with the calculation of the Reduced Amount hereunder. In the event that the Accounting Firm, based upon the assertion of a deficiency by the Internal Revenue Service against either the Company or the Executive which the Accounting Firm believes has a high probability of success determines that an overpayment has been made, then the Executive shall repay any such Overpayment to the Company within ten business days of his receipt of notice of such Overpayment. In the event the Accounting Firm, based upon controlling precedent or substantial authority, determines that an Underpayment has occurred, any such underpayment shall be promptly paid by the Company to or for the benefit of the Executive.

(e) All fees and expenses of the Accounting Firm in implementing the provisions of this Section 8 shall be borne by the Company.

#### 9. Non-Assignability.

(a) Neither this Agreement nor any right or interest hereunder shall be assignable by the Executive or his beneficiaries or legal representatives without the Company’s prior written consent; provided, however, that nothing in this Section 9(a) shall preclude the Executive from designating a beneficiary to receive any benefit payable hereunder upon his death or incapacity.

(b) Except as required by law, no right to receive payments under this Agreement shall be subject to anticipation, commutation, alienation, sale, assignment, encumbrance, charge, pledge, or hypothecation or to exclusion, attachment, levy or similar process or to assignment by operation of law, and any attempt, voluntary or involuntary, to effect any such action shall be null, void and of no effect.

10. Restrictive Covenants.

(a) Competition. During the Employment Term and during the “Applicable Period” (as defined below), the Executive will not directly or indirectly (as a shareholder, general partner, member or other owner, director, officer, executive employee, manager, consultant, independent contractor, advisor or otherwise) engage in competition with, or own any interest in, perform any services for, participate in or be connected with any business or organization which engages in competition with the Company within the meaning of Section 10(d); provided, however, that the provisions of this Section 10(a) shall not be deemed to prohibit the Executive’s (i) ownership of not more than two percent (2%) of the total shares of all classes of stock outstanding of any publicly held company or (ii) ability to invest, as a limited partner, in any private equity, mezzanine or similar investment fund. For purposes of this Agreement, the “Applicable Period” shall mean the period of time following the termination of the Executive’s employment in which any severance payments are owed to the Executive by the Company.

(b) Non-Solicitation. During the Employment Term and during the Applicable Period, the Executive will not directly or indirectly induce or attempt to induce any management employee of any of the Company to leave the employ of the Company, or in any way interfere with the relationship between any of the Company and any employee thereof.

(c) Non-Interference. During the Employment Term and during the Applicable Period, the Executive will not directly or indirectly hire, engage, send any work to, place orders with, or in any manner be associated with any investment bank, private equity group, financial institution or other business relation of the Company if such action would be known by him to have a material adverse effect on the business, assets or financial condition of the Company or materially interfere with the relationship between any such person or entity and the Company.

(d) Certain Definitions.

(i) For purposes of this Section 10, a person or entity (including, without limitation, the Executive) shall be deemed to be engaging in competition with the Company if such person or entity either engages primarily in the business of providing Mezzanine financing to lower middle market companies or engages in any other type of business which comprises a significant portion of the Company’s revenues at the time of termination of the Executive’s employment with the Company and for which the Executive had responsibility or authority or about which business the Executive received Confidential Information, in either case in the geographic region encompassing the service areas in which the Company conducts, or had an established plan to begin conducting, such businesses at the time of termination of the Executive’s employment with the Company.

(ii) For purposes of this Section 10, no corporation or entity that may be deemed to be an affiliate of the Company solely by reason of its controlling, being controlled by, or being under common control with any Permitted Holder or any of their respective affiliates will be deemed to be an affiliate of the Company.

(e) Certain Representations of the Executive. In connection with the foregoing provisions of this Section 10, the Executive represents that his experience, capabilities and circumstances are such that such provisions will not prevent him from earning a livelihood. The Executive further agrees that the limitations set forth in this Section 10 (including, without limitation, time and territorial limitations) are reasonable and properly required for the adequate protection of the current and future businesses of the Company. It is understood and agreed that the covenants made by the Executive in this Section 10 (and in Section 6 hereof) shall survive the expiration or termination of this Agreement.

(f) Injunctive Relief. The Executive acknowledges and agrees that a remedy at law for any breach or threatened breach of the provisions of Section 10 hereof would be inadequate and, therefore, agrees that the Company and any of its subsidiaries or affiliates shall be entitled to injunctive relief in addition to any other available rights and remedies in cases of any such breach or threatened breach (and the Executive hereby waives any requirement that the Company provide a bond or other security in connection with the issuance of any such injunction); provided, however, that nothing contained herein shall be construed as prohibiting the Company or any of its subsidiaries from pursuing any other rights and remedies available for any such breach or threatened breach.

11. Binding Effect. Without limiting or diminishing the effect of the provisions affecting assignment of this Agreement, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, legal representatives and permitted assigns.

12. Notices. All notices which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing and (i) delivered personally, (ii) mailed by certified or registered mail, return receipt requested and postage prepaid, (iii) sent via a nationally recognized overnight courier, or (iv) sent via facsimile confirmed in writing to the recipient, if to the Company at the Company's principal place of business, and if to the Executive, at his home address most recently filed with the Company, or to such other address or addresses as either party shall have designated in writing to the other party hereto, provided, however, that any notice sent by certified or registered mail shall be deemed delivered on the date of delivery as evidenced by the return receipt.

13. Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to the principles of conflicts of laws.

14. Severability. The Executive agrees that in the event that any court of competent jurisdiction shall finally hold that any provision of Section 6 or 10 hereof is void or constitutes an unreasonable restriction against the Executive, the provisions of such Section 6 or 10 shall not be rendered void but shall apply with respect to such extent as such court may judicially determine constitutes a reasonable restriction under the circumstances. If any part of this Agreement other than Section 6 or 10 is held by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced in whole or in part by reason of any rule of law or public policy, such part shall be deemed to be severed from the remainder of this Agreement for

the purpose only of the particular legal proceedings in question and all other covenants and provisions of this Agreement shall in every other respect continue in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision.

15. Waiver. Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

16. Arbitration. With the exception of any dispute regarding the Executive's compliance with the provisions of Sections 6 and 10 above, any dispute relating to or arising out of the provisions of this Agreement shall be decided by arbitration in Raleigh, North Carolina, in accordance with the Revised Uniform Arbitration Act as in effect at the time of such dispute pursuant to North Carolina's Gen. Stat. § 1-569.1 *et. seq.*, unless the Executive and the Company mutually agree otherwise in a writing signed by both parties. The Federal Arbitration Act shall not apply. This undertaking to arbitrate shall be specifically enforceable. The decision rendered by the arbitrator will be final and judgment may be entered upon it in accordance with appropriate laws in any court having jurisdiction thereof. Each of the parties shall pay his or its own legal fees associated with such arbitration.

17. Entire Agreement; Modifications. This Agreement constitutes the entire and final expression of the agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral and written, between the parties hereto with respect to the subject matter hereof including, without limitation, any existing agreement regarding employment or compensation between or among Executive and the Company. This Agreement may be modified or amended only by an instrument in writing signed by both parties hereto.

18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Company and the Executive have duly executed and delivered this Agreement as of the date of the consummation of the initial public offering of common stock of the Company.

**COMPANY:**

TRIANGLE CAPITAL CORPORATION

By: /s/ Garland S. Tucker, III  
Name: Garland S. Tucker, III  
Title: President and Chief Executive Officer

**EXECUTIVE:**

/s/ Tarlton H. Long  
Tarlton H. Long

**EMPLOYMENT AGREEMENT**

This Employment Agreement (this “Agreement”), effective as of the date of the consummation of the initial public offering of common stock of Triangle Capital Corporation (the “Effective Date”), is entered into by and among Triangle Capital Corporation, a Maryland corporation (the “Company”), and David F. Parker (the “Executive”).

**WITNESSETH:**

WHEREAS, the Company desires to induce the Executive to enter into an agreement of employment with the Company for the period provided in this Agreement; and

WHEREAS, the Executive is willing to accept such employment on a full-time basis, all in accordance with the terms and conditions set forth below;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereto hereby covenant and agree as follows:

1. Employment

(a) The Company hereby agrees to employ the Executive, and the Executive hereby agrees to accept such employment with the Company, beginning on the Effective Date and continuing for the period set forth in Section 2 hereof, all upon the terms and conditions hereinafter set forth.

(b) The Executive affirms and represents that as of the Effective Date, he is under no obligation to any former employer or other party that is in any way inconsistent with or imposes any restriction on the Executive’s acceptance of employment hereunder with the Company, the employment of the Executive by the Company, or the Executive’s undertakings under this Agreement.

2. Term of Employment

(a) Unless earlier terminated as provided in this Agreement, the term of the Executive’s employment pursuant to this Agreement shall be for a period beginning on the Effective Date and ending on the first anniversary of the Effective Date (the “Initial Term”).

(b) The term of the Executive’s employment under this Agreement shall be automatically renewed for additional one-year terms (each a “Renewal Term”), unless earlier terminated as provided in this Agreement, upon the expiration of the Initial Term or any Renewal Term unless the Company or the Executive delivers to the other, at least three (3) months prior to the expiration of the Initial Term or the then current Renewal Term, as the case may be, a written notice specifying that the term of the Executive’s employment will not be renewed at the end of the Initial Term or such Renewal Term, as the case may be. The Initial Term together with any Renewal Terms shall hereinafter be referred to as the “Employment Term.”

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3. Duties. The Executive shall be employed as a Managing Director of the Company, shall faithfully and competently perform such duties as inherent in such position and as are specified in the Bylaws of the Company. The Executive shall perform his duties principally at the offices of the Company in Raleigh, North Carolina, with such travel to such other locations from time to time as the position of Managing Director may reasonably demand. Except as may otherwise be approved in advance by the Board of Directors of the Company, and except during vacation periods and reasonable periods of absence due to sickness, personal injury or other disability, the Executive shall devote his full business time throughout the Employment Term to the services required of him hereunder. The Executive shall render his business services exclusively to the Company and its subsidiaries during the Employment Term and shall use his best efforts, judgment and energy to improve and advance the business and interests of the Company and its subsidiaries in a manner consistent with the duties of his position. Nothing contained in this Section 3 shall preclude the Executive from performing services for charitable or not-for-profit community organizations, provided that such activities do not interfere with the Executive's performance of his duties and responsibilities under this Agreement.

4. Salary; Bonuses; Special Bonuses.

(a) Salary. As compensation for the performance by the Executive of the services to be performed by the Executive hereunder during the Employment Term, the Company shall pay the Executive a base salary at the annual rate of Two Hundred Thousand and No/100 Dollars (\$200,000.00) (said amount, together with any increases thereto as may be authorized from time to time by the Compensation Committee of the Board of Directors of the Company in its sole discretion, being hereinafter referred to as "Salary"). Any Salary payable hereunder shall be paid in regular intervals in accordance with the Company's payroll practices from time to time in effect.

(b) Bonus. The Executive may receive bonus compensation from the Company in respect of any fiscal year (or portion thereof) occurring during the Employment Term at the discretion of the Compensation Committee of the Board of Directors of the Company. Any bonus or incentive compensation payable pursuant to a plan that bases such bonus or incentive compensation on the Executive's salary shall be based on the Executive's highest annual rate of Salary at any time during such fiscal year. In no circumstance, however, shall the Executive's cash bonus in any year equal more than 100% of his then current Salary, not including any of the Executive's tax gross-ups, expense reimbursements or similar payments which have been approved by the Compensation Committee of the Board of Directors.

5. Other Benefits; Company Stock.

(a) General. During the Employment Term, the Executive shall:

(i) be eligible to participate in employee fringe benefits and pension and/or profit sharing plans that may be provided by the Company for its senior executive employees in accordance with the provisions of any such plans, as the same may be in effect from time to time;

(ii) be eligible to participate in the Company's long-term incentive and equity plans that may from time to time be adopted by the Company, including the Company's 2007 Equity Incentive Plan;

(iii) be eligible to participate in any medical and health plans or other employee welfare benefit plans that may be provided by the Company for its senior executive employees in accordance with the provisions of any such plans, as the same may be in effect from time to time;

(iv) be entitled to the number of paid vacation days in each calendar year determined by the Company from time to time for its senior executive officers, provided that such number of paid vacation days in each calendar year shall not be less than twenty work days (four calendar weeks); the Executive shall also be entitled to all paid holidays given by the Company to its senior executive officers;

(v) be entitled to sick leave, sick pay and disability benefits in accordance with any Company policy that may be applicable to senior executive employees from time to time, and

(vi) be entitled to reimbursement for all reasonable and necessary direct out-of-pocket business expenses incurred by the Executive in the performance of his duties hereunder in accordance with the Company's normal policies from time to time in effect (including, without limitation, relocation expenses).

6. Confidential Information. The Executive hereby covenants, agrees and acknowledges as follows:

(a) The Executive shall not, without the prior express written consent of the Company, directly or indirectly, use for any purpose any Confidential Information (as defined below) in any way, or divulge, disclose or make available or accessible any Confidential Information to any person, firm, partnership, corporation, trust or any other entity or third party unless (i) such disclosure is reasonably necessary or appropriate in connection with the performance by the Executive of his duties as an executive of the Company or (ii) such disclosure is required by applicable law or (iii) the Executive is requested or required by a judicial or arbitration body or governmental agency (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any such information, in which case the Executive will (A) promptly notify the Company of such request or requirement, so that the Company may seek an appropriate protective order and (B) cooperate with the Company, at its expense, in seeking such an order.

(b) "Confidential Information" means all information concerning the business and activities of the Company and any of its affiliates, including, without limitation, concerning the portfolio companies, investments, suppliers, employees, consultants, prospects, computer or other files, projects, products, computer disks or other media, computer hardware or computer software programs, underwriting, lending or investment standards, marketing plans, financial information, methodologies, know-how, processes, trade secrets, policies, practices, projections, forecasts, formats, operational methods, product development techniques, research,

strategies or information agreed to with third parties to be kept confidential by the Company and any of its affiliates. Notwithstanding the immediately preceding sentence, Confidential Information shall not include any information that is, or becomes, a part of the public domain or generally available to the public (unless such availability occurs as a result of any breach by the Executive of this Agreement) or any business knowledge and experience of the type usually acquired by persons engaged in positions similar to the Executive's position with the Company, to the extent such knowledge and experience is non-Company specific and not proprietary to the Company or any of its affiliates.

(c) The Executive shall not disclose, use or make known for his or another's benefit any Confidential Information or use such Confidential Information in any way except as is in the best interests of the Company in the performance of the Executive's duties under this Agreement. The Executive may disclose Confidential Information when required by a third party and applicable law or judicial process, but only after providing immediate notice to the Company at any third party's request for such information, which notice shall include the Executive's intent with respect to such request.

(d) The Executive agrees that upon termination of his employment with the Company for any reason, the Executive shall forthwith return to the Company all Confidential Information in whatever form maintained (including, without limitation, computer discs and other electronic media).

(e) The Executive acknowledges and agrees that a remedy at law for any breach or threatened breach of the provisions of this Section 6 would be inadequate and, therefore, agrees that the Company shall be entitled to injunctive relief in addition to any other available rights and remedies in case of any such breach or threatened breach by the Executive (and the Executive hereby waives any requirement that any of the Company provide a bond or other security in connection with the issuance of any such injunction); provided, however, that nothing contained herein shall be construed as prohibiting the Company from pursuing any other rights and remedies available for any such breach or threatened breach.

(f) The obligations of the Executive under this Section 6 shall, except as otherwise provided herein, survive the termination of the Employment Term and the expiration or termination of this Agreement.

(g) Without limiting the generality of Section 9 hereof, the Executive hereby expressly agrees that the foregoing provisions of this Section 6 shall be binding upon the Executive's heirs, successors and legal representatives.

#### 7. Termination.

(a) The Executive's employment hereunder shall be terminated upon the occurrence of any of the following:

(i) death of the Executive;

(ii) the Executive's inability to perform his duties on account of disability or incapacity for a period of one hundred eighty (180) or more days, whether or not consecutive, within any period of twelve (12) consecutive months;

(iii) the Company giving written notice, at any time, to the Executive that the Executive's employment is being terminated "for cause" (as defined below);

(iv) the Company giving written notice to the Executive that (A) the Executive's employment is being terminated other than during the two-year period commencing with a "Change in Control" (as defined below) and other than pursuant to clauses (i), (ii) or (iii) above, or (B) the Executive's employment will not be renewed at the end of the applicable Employment Term other than during the two-year period commencing with a "Change in Control" and other than pursuant to clauses (i), (ii) or (iii) above;

(v) the Company giving written notice that the Executive's employment is being terminated during the two-year period commencing with a Change in Control other than pursuant to clauses (i), (ii) or (iii) above, or the Company giving written notice specifying that the Executive's employment will not be renewed at the end of the applicable Employment Term falling within the two-year period commencing with a Change in Control other than pursuant to clause (i), (ii) or (iii) above;

(vi) the Executive resigning with "Good Reason" (as defined below) during the two-year period commencing with a Change in Control;

(vii) the Executive resigning for any reason whatsoever (whether by reason of retirement, resignation or otherwise), except as set forth in clauses (vi) or (viii); or

(viii) the Executive resigning for any reason whatsoever (whether by reason of retirement, resignation or otherwise) during the period commencing on the three hundred sixty-sixth (366th) day following a Change in Control and ending on the three hundred ninety-sixth (396th) day following such Change in Control.

(b) The following actions, failures and events by or affecting the Executive shall constitute "cause" for termination within the meaning of clause (iii) above: (i) gross negligence by the Executive in the performance of, or the willful disregard by the Executive of, his obligations under this Agreement or otherwise relating to his employment, which gross negligence or willful disregard continues unremedied for a period of fifteen (15) days after written notice thereof to the Executive; (ii) acts of dishonesty by the Executive that are materially detrimental to one or more of the Company or its subsidiaries; (iii) the Executive's material breach of this Agreement; (iv) the Executive being convicted of, or pleading guilty or no contest to, a felony or other crime having as its predicate element fraud, dishonesty or misappropriation, or the entry of any order or consent decree, whether or not liability is admitted or denied, by the Securities and Exchange Commission against the

Executive in respect of charges that the Executive violated any provision of the Investment Company Act of 1940 or the Securities Exchange Act of 1934, other than provisions requiring the maintenance of proper books and records; or (v) failure by the Executive to obey the reasonable and lawful orders and policies of the Board of Directors of the Company that are material to and consistent with the terms of this Agreement, which failure continues unremedied for a period of fifteen (15) days after written notice thereof to the Executive (provided that in the case of clauses (ii) or (iii) above, the Executive shall have received written notice of such proposed termination. For purposes of this definition, no act or failure to act by the Executive shall be considered “willful” unless done or omitted to be done by the Executive in bad faith and without reasonable belief that the Executive’s action or omission was in the best interests of the Company.

(c) “Good Reason” shall mean, on and after a Change in Control, without the Executive’s written consent, the occurrence of any of the following events:

(i) (A) any change in the duties or responsibilities (including reporting responsibilities) of the Executive that is inconsistent in any material and adverse respect with the Executive’s position(s), duties, responsibilities or status with the Company immediately prior to such Change in Control (including any material and adverse diminution of such duties or responsibilities); provided, however, that Good Reason shall not be deemed to occur upon a change in duties or responsibilities (other than reporting responsibilities) that is solely and directly a result of the Company no longer being a publicly traded entity and does not involve any other event set forth in this paragraph (i); or (B) a material and adverse change in the Executive’s titles or offices with the Company as in effect immediately prior to such Change in Control;

(ii) a material reduction by the Company in the Executive’s rate of annual base salary or annual target bonus opportunity (including any material and adverse change in the formula for such annual bonus target) as in effect immediately prior to such Change in Control;

(iii) any requirement of the Company that the Executive be based anywhere more than thirty-five (35) miles from the office where the Executive is located at the time of such Change in Control, if such relocation increases the Executive’s commute by more than twenty (20) miles; or

(iv) any failure of the Company to cause any successor entity to the Company in such Change of Control unconditionally to assume all of the obligations of the Company under this Agreement (except to the extent that such obligation would be assumed by operation of law) prior to the effectiveness of such Change in Control.

In addition, if (i) the Executive resigns prior to a Change in Control under circumstances that would have constituted a resignation by the Executive for Good Reason if such circumstances occurred following a Change in Control; (ii) such event constituting Good Reason for such resignation was at the request of a third party who had indicated an intention or taken steps reasonably calculated to effect a Change in Control or was otherwise in anticipation of a Change

in Control; and (iii) a Change in Control involving such third party (or a party competing with such third party to effectuate a Change in Control) or such anticipated Change in Control does occur, then the date immediately prior to the date of such termination of employment shall be treated as a Change in Control and such termination shall be treated as by the Executive for Good Reason.

(d) Consequences of Termination.

(i) In the event that the Executive's employment is terminated pursuant to clauses (i), (ii) or (iv) of Section 7(a) above (except upon failure to renew pursuant to clause (B) of Section 7(a)(iv) above), then (i) during the twelve (12) month period beginning on the date of such termination, the Company shall pay to the Executive, as severance pay or liquidated damages or both, monthly payments equal to one-twelfth of (x) the rate per annum of his Salary at the time of such termination plus (y) up to one hundred percent (100%) of the Executive's bonus compensation as determined in the sole discretion of the Compensation Committee ("Bonus Compensation"), provided, however, that no such payments shall be required from and after the time that the Executive fails to comply with his obligations under Section 10 below; and (ii) the Company shall continue to provide the Executive with all benefits provided to Executive immediately prior to such termination from the date of such termination until the earlier to occur of (x) the first anniversary of such termination or (y) as to any particular benefit, the date upon which the Executive becomes eligible to receive such equal benefit from another employer; provided, however, that if the provision of any such benefit by the Company would contravene any law or the terms of any employee benefit plan of the Company, or would result in the loss of a tax benefit to which the Company otherwise would be entitled, the Company shall pay to the Executive, on an after-tax basis (in respect of any benefit which would be non-taxable to the Executive if provided directly by the Company), sufficient cash to allow the Executive to purchase an equivalent benefit from an entity other than the Company. If the Executive's employment terminates due to failure to renew this Agreement pursuant to clause (B) of Section 7(a)(iv) above, then any severance payment or benefit will be payable at the absolute discretion of the Compensation Committee.

(ii) In the event that the Executive resigns pursuant to clauses (vi) or (viii) of Section 7(a) above or the Executive's employment is terminated or not renewed by the Company pursuant to clause (v) of Section 7(a) above, then (i) during the eighteen (18) month period beginning on the date of such termination or non-renewal, the Company shall pay to the Executive, as severance pay or liquidated damages or both, monthly payments equal to one-twelfth of (x) the rate pre annum of his Salary at the time of such termination or non-renewal plus (y) Bonus Compensation; and (ii) the Company shall continue to provide the Executive with all the benefits provided to the Executive immediately prior to such termination or non-renewal from the date of such termination or non-renewal until the earlier to occur of (x) the eighteen (18) month anniversary of such termination or non-renewal, or (y) as to any particular benefit, the date upon which the Executive becomes eligible to receive such equal benefit from another employer; provided, however, that if the provision of any such benefit by the Company would contravene any law or the terms of any employee benefit plan of the Company, or would

result in the loss of a tax benefit to which the Company otherwise would be entitled, the Company shall pay to the Executive, on an after-tax basis (in respect of any benefit which would be non-taxable to the Executive if provided directly by the Company), sufficient cash to allow the Executive to purchase an equivalent benefit from an entity other than the Company.

(iii) In the event this Agreement is terminated pursuant to clauses (iii) or (vii) of Section 7(a) above, the Company shall pay to the Executive all accrued Salary up to the date of such termination, and shall thereafter have no further obligation to the Executive.

(e) Notwithstanding anything to the contrary expressed or implied herein, except as required by applicable law and except as set forth in Section 7(d) above, the Company (and its affiliates) shall not be obligated to make any payments to the Executive or on his behalf of whatever kind or nature by reason of the Executive's cessation of employment, other than (i) such amounts, if any, of his Salary as shall have accrued and remained unpaid as of the date of said cessation and (ii) such other amounts, if any, which may be then otherwise payable to the Executive pursuant to the terms of the Company's benefits plans, including all accrued and unused paid vacation days.

(f) No interest shall accrue on or be paid with respect to any portion of any payments hereunder.

(g) For purposes of this Agreement, "Change in Control" means the occurrence of any one of the following events:

(i) any "person," as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") is or becomes the beneficial owner (as defined in Exchange Act Rules 13d-3 and 13d-5, except that for purposes of this paragraph (i) such person shall be deemed to have beneficial ownership of all shares that such person has the right to acquire, whether such right is exercisable immediately or only after the passage of time, directly or indirectly) of more than 35% of the total voting power of the Company's "Voting Stock" (as defined below). For purposes of this paragraph (i), such other person shall be deemed to beneficially own any Voting Stock of a specified entity held by a parent entity, if such other person is the beneficial owner, directly or indirectly, of more than 35% of the voting power of the parent entity's Voting Stock than such other person, and do not have the right or ability, by voting power, contract or otherwise, to elect, or designate for election, a majority of the parent entity's board of directors;

(ii) during any period of two consecutive years, individuals who at the beginning of such period constituted the Board, together with any new directors whose election by the Board or whose nomination for election by the Company's shareholders was approved by a vote of a majority of the Company's directors then still in office who were either directors at the beginning of such period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority of the Board then in office;

(iii) the merger or consolidation of the Company with or into another person or the merger of another person with or into the Company, other than a transaction following which the holders of securities that represented 100% of the aggregate voting power of the Voting Stock of the Company immediately prior to such transaction own, directly or indirectly, at least a majority of the aggregate voting power of the Voting Stock of the surviving person immediately after such transaction in substantially the same proportion that such holders held the aggregate voting power of the Voting Stock of the Company immediately prior to such transaction; or

(iv) the sale of all or substantially all of the Company's assets to another person.

#### 8. Reduction of Payments in Certain Cases.

(a) For purposes of this Section 8, (i) a "Payment" shall mean any payment or distribution in the nature of compensation to or for the benefit of the Executive, whether paid or payable pursuant to this Agreement or otherwise; (ii) "Agreement Payment" shall mean a Payment paid or payable pursuant to this Agreement; (iii) "Net After Tax Receipt" shall mean the "Present Value" (as defined below) of a Payment net all of federal, state and local taxes imposed on the Executive with respect thereto (including without limitation under Section 4999 of the Internal Revenue Code of 1986, as amended (the "Code")), determined by applying the highest marginal rates of such taxes that applied to the Executive's taxable income for the immediately preceding taxable year, or such other rate(s) as the Executive shall in his sole discretion certify as likely to apply to the Executive in the relevant tax year(s); (iv) "Present Value" shall mean such value determined in accordance with Section 280G(d)(4) of the Code; and (v) "Reduced Amount" shall mean the smallest aggregate amount of Agreement Payments which (A) is less than the sum of all Agreement Payments and (B) results in aggregate Net After Tax Receipts which are equal to or greater than the Net After Tax Receipts which would result if the aggregate Agreement Payments were any other amount less than the sum of all Agreement Payments.

(b) Anything in this Agreement to the contrary notwithstanding, in the event that a nationally recognized certified public accounting firm designated by the Company (the "Accounting Firm") shall determine that receipt of all Payments would subject the Executive to tax under Section 4999 of the Code, it shall determine whether some amount of Agreement Payments would meet the definition of a "Reduced Amount." If said firm determines that there is a Reduced Amount, the aggregate Agreement Payments shall be reduced to such Reduced Amount.

(c) If the Accounting Firm determines that aggregate Agreement Payments should be reduced to the Reduced Amount, the Company shall promptly give the Executive notice to that effect and a copy of the detailed calculation thereof, and the Executive may then elect, in his sole discretion, which and how much of the Agreement Payments shall be eliminated or reduced (as long as after such election the Present Value of the aggregate Agreement Payments equals the Reduced Amount), and shall advise the Company in writing of his election within ten (10) business days of his receipt of notice. If no such election is made by the Executive within such ten-day period, the Company may elect which of such Agreement



Payments shall be eliminated or reduced (as long as after such election the present value of the aggregate Agreement Payments equals the Reduced Amount) and shall notify the Executive promptly of such election. All determinations made by the Accounting Firm under this Section 8 shall be binding upon the Company and the Executive. As promptly as practicable following such determination, the Company shall pay to or distribute for the benefit of the Executive such Agreement Payments as are then due to the Executive under this Agreement and shall promptly pay to or distribute for the benefit of the Executive in the future such Agreement Payments as become due to the Executive under this Agreement.

(d) While it is the intention of the Company and the Executive to reduce the amounts payable or distributable to the Executive hereunder only if the aggregate Net After Tax Receipts to the Executive would thereby be increased, as a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Accounting Firm hereunder, it is possible that amounts will have been paid or distributed by the Company to or for the benefit of the Executive pursuant to this Agreement which should not have been so paid or distributed ("Overpayment") or that additional amounts which will have not been paid or distributed by the Company to or for the benefit of the Executive pursuant to this Agreement could have been so paid or distributed ("Underpayment"), in each case, consistent with the calculation of the Reduced Amount hereunder. In the event that the Accounting Firm, based upon the assertion of a deficiency by the Internal Revenue Service against either the Company or the Executive which the Accounting Firm believes has a high probability of success determines that an overpayment has been made, then the Executive shall repay any such Overpayment to the Company within ten business days of his receipt of notice of such Overpayment. In the event the Accounting Firm, based upon controlling precedent or substantial authority, determines that an Underpayment has occurred, any such underpayment shall be promptly paid by the Company to or for the benefit of the Executive.

(e) All fees and expenses of the Accounting Firm in implementing the provisions of this Section 8 shall be borne by the Company.

9. Non-Assignability.

(a) Neither this Agreement nor any right or interest hereunder shall be assignable by the Executive or his beneficiaries or legal representatives without the Company's prior written consent; provided, however, that nothing in this Section 9(a) shall preclude the Executive from designating a beneficiary to receive any benefit payable hereunder upon his death or incapacity.

(b) Except as required by law, no right to receive payments under this Agreement shall be subject to anticipation, commutation, alienation, sale, assignment, encumbrance, charge, pledge, or hypothecation or to exclusion, attachment, levy or similar process or to assignment by operation of law, and any attempt, voluntary or involuntary, to effect any such action shall be null, void and of no effect.

10. Restrictive Covenants.

(a) Competition. During the Employment Term and during the “Applicable Period” (as defined below), the Executive will not directly or indirectly (as a shareholder, general partner, member or other owner, director, officer, executive employee, manager, consultant, independent contractor, advisor or otherwise) engage in competition with, or own any interest in, perform any services for, participate in or be connected with any business or organization which engages in competition with the Company within the meaning of Section 10(d); provided, however, that the provisions of this Section 10(a) shall not be deemed to prohibit the Executive’s (i) ownership of not more than two percent (2%) of the total shares of all classes of stock outstanding of any publicly held company or (ii) ability to invest, as a limited partner, in any private equity, mezzanine or similar investment fund. For purposes of this Agreement, the “Applicable Period” shall mean the period of time following the termination of the Executive’s employment in which any severance payments are owed to the Executive by the Company.

(b) Non-Solicitation. During the Employment Term and during the Applicable Period, the Executive will not directly or indirectly induce or attempt to induce any management employee of any of the Company to leave the employ of the Company, or in any way interfere with the relationship between any of the Company and any employee thereof.

(c) Non-Interference. During the Employment Term and during the Applicable Period, the Executive will not directly or indirectly hire, engage, send any work to, place orders with, or in any manner be associated with any investment bank, private equity group, financial institution or other business relation of the Company if such action would be known by him to have a material adverse effect on the business, assets or financial condition of the Company or materially interfere with the relationship between any such person or entity and the Company.

(d) Certain Definitions.

(i) For purposes of this Section 10, a person or entity (including, without limitation, the Executive) shall be deemed to be engaging in competition with the Company if such person or entity either engages primarily in the business of providing Mezzanine financing to lower middle market companies or engages in any other type of business which comprises a significant portion of the Company’s revenues at the time of termination of the Executive’s employment with the Company and for which the Executive had responsibility or authority or about which business the Executive received Confidential Information, in either case in the geographic region encompassing the service areas in which the Company conducts, or had an established plan to begin conducting, such businesses at the time of termination of the Executive’s employment with the Company.

(ii) For purposes of this Section 10, no corporation or entity that may be deemed to be an affiliate of the Company solely by reason of its controlling, being controlled by, or being under common control with any Permitted Holder or any of their respective affiliates will be deemed to be an affiliate of the Company.

(e) Certain Representations of the Executive. In connection with the foregoing provisions of this Section 10, the Executive represents that his experience, capabilities and circumstances are such that such provisions will not prevent him from earning a livelihood. The Executive further agrees that the limitations set forth in this Section 10 (including, without limitation, time and territorial limitations) are reasonable and properly required for the adequate protection of the current and future businesses of the Company. It is understood and agreed that the covenants made by the Executive in this Section 10 (and in Section 6 hereof) shall survive the expiration or termination of this Agreement.

(f) Injunctive Relief. The Executive acknowledges and agrees that a remedy at law for any breach or threatened breach of the provisions of Section 10 hereof would be inadequate and, therefore, agrees that the Company and any of its subsidiaries or affiliates shall be entitled to injunctive relief in addition to any other available rights and remedies in cases of any such breach or threatened breach (and the Executive hereby waives any requirement that the Company provide a bond or other security in connection with the issuance of any such injunction); provided, however, that nothing contained herein shall be construed as prohibiting the Company or any of its subsidiaries from pursuing any other rights and remedies available for any such breach or threatened breach.

11. Binding Effect. Without limiting or diminishing the effect of the provisions affecting assignment of this Agreement, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, legal representatives and permitted assigns.

12. Notices. All notices which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing and (i) delivered personally, (ii) mailed by certified or registered mail, return receipt requested and postage prepaid, (iii) sent via a nationally recognized overnight courier, or (iv) sent via facsimile confirmed in writing to the recipient, if to the Company at the Company's principal place of business, and if to the Executive, at his home address most recently filed with the Company, or to such other address or addresses as either party shall have designated in writing to the other party hereto, provided, however, that any notice sent by certified or registered mail shall be deemed delivered on the date of delivery as evidenced by the return receipt.

13. Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to the principles of conflicts of laws.

14. Severability. The Executive agrees that in the event that any court of competent jurisdiction shall finally hold that any provision of Section 6 or 10 hereof is void or constitutes an unreasonable restriction against the Executive, the provisions of such Section 6 or 10 shall not be rendered void but shall apply with respect to such extent as such court may judicially determine constitutes a reasonable restriction under the circumstances. If any part of this Agreement other than Section 6 or 10 is held by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced in whole or in part by reason of any rule of law or public policy, such part shall be deemed to be severed from the remainder of this Agreement for

the purpose only of the particular legal proceedings in question and all other covenants and provisions of this Agreement shall in every other respect continue in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision.

15. Waiver. Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

16. Arbitration. With the exception of any dispute regarding the Executive's compliance with the provisions of Sections 6 and 10 above, any dispute relating to or arising out of the provisions of this Agreement shall be decided by arbitration in Raleigh, North Carolina, in accordance with the Revised Uniform Arbitration Act as in effect at the time of such dispute pursuant to North Carolina's Gen. Stat. § 1-569.1 et. seq., unless the Executive and the Company mutually agree otherwise in a writing signed by both parties. The Federal Arbitration Act shall not apply. This undertaking to arbitrate shall be specifically enforceable. The decision rendered by the arbitrator will be final and judgment may be entered upon it in accordance with appropriate laws in any court having jurisdiction thereof. Each of the parties shall pay his or its own legal fees associated with such arbitration.

17. Entire Agreement; Modifications. This Agreement constitutes the entire and final expression of the agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral and written, between the parties hereto with respect to the subject matter hereof including, without limitation, any existing agreement regarding employment or compensation between or among Executive and the Company. This Agreement may be modified or amended only by an instrument in writing signed by both parties hereto.

18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Company and the Executive have duly executed and delivered this Agreement as of the date of the consummation of the initial public offering of common stock of the Company.

**COMPANY:**

TRIANGLE CAPITAL CORPORATION

By: /s/ Garland S. Tucker, III

Name: Garland S. Tucker, III

Title: President and Chief Executive Officer

**EXECUTIVE:**

/s/ David F. Parker

David F. Parker

**CUSTODY AGREEMENT**

This AGREEMENT made as of the 8 day of March, 2007 by and between **U.S. BANK NATIONAL ASSOCIATION**, a national banking association organized under the laws of the United States of America (“Custodian”) and **Triangle Capital Corporation** (“Customer”) a corporation organized under the laws of the State of Maryland.

In consideration of the premises, undertaking and covenants herein, the parties agree as follows:

**1. Appointment and Acceptance.** Customer hereby appoints Custodian as its agent to provide custody and other services in connection with securities, cash and other property delivered from time to time to Custodian hereunder by, or at the direction of, Customer, and income, distributions and payments received by Custodian with respect thereto (collectively the “Assets”); and Custodian hereby agrees to act in such capacity, and perform such services, and hold the Assets in a custody account established in the name of Customer (the “Account”), upon the terms and conditions set forth below. For purposes of this Agreement, all references contained herein to actions, directions and responsibilities (other than the obligations set forth in Sections 12 and 14 below) of Customer shall include, apply to and be binding upon the Customer’s agents, including any investment manager or advisor, appointed and authorized by Customer to direct Custodian or otherwise take actions on behalf of Customer in connection with Custodian’s services and responsibilities hereunder. Customer shall provide written notice to Custodian of the identity of all such appointed agents and the scope of their authority to act hereunder. Customer shall be responsible for providing to each such agent a copy of this Agreement and all written policies and procedures of Custodian governing its performance of services hereunder that Customer shall receive from time to time. In the event that Customer requires Custodian to establish one or more sub-accounts within the Account under this Agreement (“sub-Accounts”), Customer shall identify such sub-Accounts on a separate Exhibit A attached hereto, and which may be amended from time to time. In such event, Customer shall deposit or direct the transfer of Assets to or among the separate sub-Accounts. Further, for such situations, the term “Account” as used in this Agreement shall refer to one or all of the sub-Accounts established by Customer, as the context of this Agreement shall require.

**2. Asset Delivery, Transfer, Custody and Safekeeping.**

2.1. Customer will from time to time deliver (or cause to be delivered) Assets to Custodian, which Custodian shall receive and accept for the Account upon appropriate directions from the Customer. All transactions involving Assets shall be recorded in the Account.

2.2. Upon receipt of appropriate directions, Custodian will release and return Assets to Customer, Customer’s Depository (as that term is defined in Section 3.3 below) account or accounts, or otherwise deliver Assets to such location or third party, as such directions may indicate, provided that, in connection therewith it is the sole responsibility of Customer to provide any transfer documentation as may be required by the Depository or third party recipient. Custodian shall have no power or authority to assign, hypothecate, pledge or otherwise dispose of any Assets, except as provided herein or pursuant to appropriate directions.

2.3. Custodian shall furnish Customer, as part of the services for which Custodian charges its basic fee hereunder, with periodic Account statements (not less frequently than annually) reflecting all Asset transactions in the Account during the reporting period and ending Asset holdings.

2.4. Custodian shall forward to Customer, or Customer’s designated agent identified in Section 17.10, below (or as identified in a separate written designation by Customer that is received by Custodian), all information it receives with respect to any of the Assets concerning redemption rights that are exercisable at Customer’s option, tender or exchange offers, class action lawsuits and other special matters or shareholder rights. Custodian shall follow Customer’s or Customer’s designated agent’s, as applicable, written directions with respect thereto consistent with Custodian’s governing policies and procedures and in the absence of such directions Custodian shall take no action. Custodian shall forward to Customer or Customer’s designated agent, as applicable, all proxy material it receives with respect to securities included among the Assets. The registered holder of the securities shall execute proxies so forwarded, if registered in the name of the Custodian or its nominee, but without indicating the manner in which such

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proxies are to be voted. Exception: Customer expressly acknowledges that Custodian will not forward so-called “mini-tenders” to Customer or its designated agent, as applicable. Mini-tenders are tender offers for a small amount of the outstanding securities made on “target” company, generally with an offer price at or below market value. For equity issues, unless a tender offer is made for 5% or greater of the outstanding issue, and therefore subject to Securities Exchange Commission (“SEC”) review, the tender offer will not be forwarded by Custodian. For debt issues, the actual terms of the offer will serve as the notification parameters. Therefore, no tender offer will be forwarded by Custodian for a debt issue if: (a) it is not registered with the SEC, (b) it has a “first received, first buy” basis with no withdrawal privilege and includes a guarantee of delivery clause, or (c) the offer includes the statement that “the purchase price includes all accrued interest on the note and has been determined in the sole discretion of the buyer and may be more than or less than the fair market value of the notes” or similar language.

2.5. Absent specific investment directions to the contrary from Customer, Custodian is hereby authorized and directed by Customer to hold all cash and all checks and drafts (when collected funds are received) in a First American Funds money market fund, identified in Section 17.11, below. Customer acknowledges receipt of the current prospectus for the applicable, designated money market fund to be held in this Account. Customer also understands and acknowledges the following information about the First American Funds: The First American family of funds (the “First American Funds”) are offered through the funds’ distributor identified in the current prospectuses for the funds. U.S. Bank National Association (“U.S. Bank”) or an affiliate of U.S. Bank serves as the funds’ investment advisor, custodian, distributor, administrator and other service provider as disclosed in the prospectuses for the funds. Compensation paid to U.S. Bank and its affiliates by the First American Funds as well as other fees and expenses of the funds are detailed in the prospectuses. Mutual funds, including the First American Funds, are not guaranteed by, or deposits of, any bank including U.S. Bank, nor are such funds insured by the FDIC or any other agency. Investments in mutual funds involve risks, including the possible loss of principal. This authorization and direction shall continue in effect with respect to the designated fund should the fund be merged with or into another money market fund.

2.6. Customer hereby authorizes and approves Custodian’s performance of its services and duties hereunder consistent with the terms and conditions of the Custodian’s duly adopted policies and procedures, as established and modified from time to time, related to the subject matter hereof.

2.7. If any of the Assets received and held by Custodian hereunder shall be “plan assets” with respect to any “employee benefit plan” (as those terms are defined in Section 3 of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), the Custodian shall not be deemed to be, and shall not exercise any discretionary powers or control over such “plan” or “plan assets” so as to be a fiduciary with respect to the plan. Furthermore, Customer shall notify Custodian in writing whenever any Assets do constitute such “plan asset,” and thereafter, all subcontracts, agreements or other arrangements between Custodian and any subsidiary or affiliate thereof for services or products paid for from any assets of the said plan and utilized in the performance of Custodian’s duties hereunder shall be subject to the advance approval of Customer.

**3. Powers of Custodian.** In the performance of its duties hereunder, Custodian shall have the following powers:

3.1. To register any of the Assets in the name of Customer or in the Custodian’s name or in the name of a nominee of Custodian or in the name of the Custodian’s agent bank or to hold any of the Assets in unregistered form or in such form as will pass title by delivery, provided that such Assets shall at all times be recorded in Customer’s Account hereunder as one of the Assets. In consideration of Custodian’s registration of any securities or other property in the name of Custodian or its nominee or agent, Customer agrees to pay on demand to Custodian or to Custodian’s nominee or agent the amount of any loss or liability for Stockholders’ assessments, or otherwise, claimed or asserted against Custodian or Custodian’s nominee or agent by reason of such registration.

3.2. To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any or all other instruments that may be necessary or appropriate to carry out the duties described and powers granted herein.

3.3. To maintain qualifying Assets in any registered clearing agency or in a Federal Reserve Bank (collectively a “Depository”), as Custodian may select, and to permit such deposited Assets to be registered in the name of Custodian or Custodian’s agent or nominee on the records of such Federal

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Reserve Bank or such registered clearing agency or the nominee of either, and to employ and use securities depositories, clearing agencies, clearance systems, sub-Custodians or agents located outside the United States in connection with transactions involving foreign securities.

3.4. To employ agents and to delegate duties to them as it sees fit and to employ or consult with experts, advisors and legal counsel (who may be employed also by Customer) and to rely on information and advice received from such agents, experts, advisors, and legal counsel.

3.5. To perform any and all other ministerial acts deemed by Custodian necessary or appropriate to the proper discharge of its duties hereunder.

3.6. To hold uninvested reasonable amounts of cash whenever it is deemed advisable to do so to facilitate disbursements or for other operational reasons, and to deposit the same, with or without interest, in the commercial or savings departments of the Custodian serving hereunder or of any other bank, trust company or other financial institution including those affiliated with the Custodian, notwithstanding the Custodian's or other entity's receipt of "float" from such uninvested cash.

**4. Purchases.** Upon availability of sufficient funds and receipt of appropriate directions from Customer, Custodian shall pay for and receive Assets purchased for the Account, payment for which is to be made in the amount specified in such instructions and only upon receipt by Custodian of the Assets in satisfactory form for transfer.

**5. Sales.** Upon receipt of appropriate directions from Customer, Custodian will deliver Assets held by it as Custodian hereunder and sold by or for Customer against payment to Custodian of the amount specified in such directions in accordance with the then current securities industry practices and in form satisfactory to Custodian. Customer acknowledges that the current securities industry practice is delivery of physical securities against later payment on delivery date. Custodian agrees to use its best efforts to obtain payment therefore during the same business day, but Customer confirms its sole assumption of all risks of payment for such deliveries. Custodian may accept checks, whether certified or not, in payment for securities delivered on Customer's direction, and Customer assumes sole responsibility for the risks of collectability of such checks.

## **6. Settlements.**

6.1. Custodian shall provide Customer with settlement of all purchases and sales of Assets in accordance with Custodian's then prevailing settlement policies provided that (a) appropriate directions for purchases and sales are received by Custodian in accordance with Custodian's then current published instruction deadline schedule, and (b) Custodian has all other information, funds and/or Assets necessary to complete the transaction.

6.2. Custodian shall not be liable or responsible for or on account of any act or omission of any broker or other agent designated by Customer to purchase or sell securities for the Account of Customer.

**7. Corporate Actions.** In connection with any mandatory conversion of Asset securities pursuant to their terms, reorganization, recapitalization, redemption in kind, consolidation, or other exchange transaction that does not require or permit approval by the owner of the affected Assets, Custodian will tender or exchange securities held for other securities, for other securities and cash, or for cash alone.

**8. Collections.** Custodian shall collect all income, principal and other distributions due and payable on securities held either by Custodian or a Depository but shall be under no obligation or duty to take action to effect collection of any amount if the Assets upon which such payment is due are in default, or if payment is refused after due demand and presentation. Custodian shall have no responsibility to notify Customer in the event of such default or refusal to pay, but if Custodian receives notice of default or refusal to pay from an issuer or transfer agent, Custodian shall so advise Customer. Collections of monies in foreign currency, to the extent possible, are to be converted into United States dollars at customary rates through customary banking channels, including Custodian's own banking facilities, and in accordance with Custodian's prevailing policies for foreign funds repatriation. All risk and expense incident to such foreign collection and conversion is the responsibility of the Account and Custodian shall have no responsibility for fluctuations in exchange rates affecting such collections or conversion.

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**9. No Discretionary Authority; Standard of Care.** Customer and Custodian acknowledge that, except to the extent set forth in any separate instrument signed by the parties with respect to this Agreement, Custodian's duties hereunder do not include any discretionary authority, control or responsibility with respect to the management or disposition of any Asset; that Custodian has no authority or responsibility to render investment advice with respect to any Asset; and that Custodian is not a fiduciary with respect to Customer. In addition, it is agreed that:

9.1. Custodian shall have no duty to make any evaluation or to advise anyone of the suitability or propriety of action or proposed action of Customer in any particular transaction involving an Asset or the suitability or propriety of retaining any particular investment as an Asset. Custodian shall have no duty or authority to review, question, approve or make inquiries as to any investment instructions given pursuant hereto. Custodian shall be under no duty or obligation to review the securities or other property held in the Account with respect to prudence or diversification.

9.2. Custodian shall not be liable for any loss or diminution of Assets by reason of investment experience or for its actions taken in reliance upon a direction or other instruction from Customer or Customer's agent.

9.3. Custodian shall have no duty or responsibility to monitor or otherwise investigate the actions or omissions of Customer.

9.4. Custodian shall only be responsible for the performance of such duties as are expressly set forth herein or in directions or other instructions of Customer or Customer's agent which are not contrary to the provisions of this Agreement. Custodian shall exercise reasonable care in the performance of its services hereunder. In no event shall Custodian be liable for indirect or consequential damages.

Custodian shall not be responsible or liable for any failure or delay in performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by directions or other instructions, actions or omissions of Customer or by circumstances beyond Custodian's reasonable control, including, without limitation, loss or malfunctions of utility, transportation, computer (hardware and software) or communication service; nor shall any such failure or delay give Customer the right to terminate this Agreement, except as provided in section 15 of this Agreement.

#### **10. Books, Records and Accounts.**

10.1. Custodian will make and maintain proper books of account and complete records of all Assets and transactions in the Account maintained by Custodian hereunder on behalf of Customer. Custodian will preserve for the periods prescribed by applicable federal statute or regulation all records required to be maintained.

10.2. On at least four (4) business days' notice, Custodian will make available to and permit inspection during Custodian's regular business hours by Customer and its auditors of all books, records, and accounts retained by Custodian (or, to the extent practicable, its agents) in connection with its duties hereunder on behalf of Customer.

#### **11. Instructions and Directions.**

11.1. Custodian shall be deemed to have received appropriate "instructions" or "directions" upon receipt of written instructions or directions, or in the case of cash movement, written or oral instructions or directions, (a) signed or given by any person(s) whose name(s) and signature(s) are listed on the most recent certificate delivered by Customer to Custodian which lists those persons authorized to give orders, corrections and instructions in the name of and on behalf of the Customer or (b) signed or given by any other person(s) duly authorized by Customer to give instructions or directions to Custodian hereunder or whom Custodian reasonably believes to be so authorized (such as an investment adviser or other agent designated by Customer, for example).

11.2. Appropriate instructions or directions shall include instructions or directions sent to Custodian or its agent by letter, memorandum, telegram, cable, telex, facsimile, video (CRT) terminal, internet e-mail or other "on-line" system, or similar means of communication, or in the case of cash movement, given orally over the telephone or in person. Customer assumes full responsibility for the security of electronically transmitted communications, whether sent by Customer or Custodian.

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11.3. In the event that Custodian is directed to deliver Assets to any party other than Customer or Customer's agent, appropriate directions shall include, and Customer shall supply, customary transfer documentation as required by such party, and, to the extent that such documentation has not been supplied, Custodian shall not be deemed to have received appropriate directions.

## **12. Compensation; Security.**

12.1. Customer shall pay to Custodian fees for its services under this Agreement and shall reimburse Custodian for costs incurred by it hereunder as set forth in Custodian's then current applicable fee schedule or such other fee arrangement as Custodian and Customer may otherwise agree in writing.

12.2. If any advance of funds is made by Custodian on behalf of Customer to purchase, or to make payment on or against delivery of securities or there shall arise for whatever reason an overdraft in Customer's account, or if Customer is for any other reason indebted to Custodian, including, but not limited to, any advance of immediately available funds to Customer with respect to payments to be received by Custodian in next-day funds (which Customer acknowledges Customer is liable to repay if Custodian does not receive final payment), Customer agrees to repay Custodian on demand the amount of the advance, overdraft or other indebtedness, reserve requirements and accrued interest at a rate per annum (based on a 360-day year for the actual number of days involved) equal to the Federal Funds effective rate in effect from time to time.

12.3. In the event of an advance of funds by Custodian, or if any overdraft is created by Account transactions, Custodian may directly charge the Account and receive such payment therefrom. In the event that a compensation payment due Custodian is past due by more than thirty (30) days, such amount may also be charged to the Account and Custodian may receive such payment therefrom. To secure such payments obligations, Customer does hereby grant to Custodian a security interest in all Assets held in the Account from time to time.

13. **Customer Responsibility.** Customer shall be responsible for the review of all reports, accountings and other statements provided thereto by the Custodian, and shall within ninety (90) days following receipt thereof notify the Custodian of any mistakes, defects or irregularities contained or identified therein, after which time all such matters shall be presumed to be ratified, approved and correct and shall not provide any basis for claim or liability against the Custodian.

14. **Indemnification.** Customer hereby agrees to fully and promptly indemnify Custodian and its affiliates, officers, directors, employees and agents (each an "Indemnified Party") and hold each Indemnified Party harmless from and against any cost, losses, claims, liabilities, fines, penalties, damages and expenses (including reasonable attorneys' and accountants' fees (collectively, a "Claim") arising out of (i) Customer's actions or omissions or (ii) Custodian's action taken or omitted hereunder in reliance upon Customer's directions or instructions, or upon any information, order, indenture, stock certificate, power of attorney, assignment, affidavit or other instrument delivered hereunder to Custodian, reasonably believed by Custodian to be genuine or bearing the signature of a person or persons authorized by Customer to sign, countersign or execute the same; provided, that Customer shall not indemnify an Indemnified Party for any Claim arising from the Indemnified Party's judicially determined willful misfeasance, bad faith or gross negligence in the performance of its duties under this Agreement. Custodian hereby agrees to indemnify Customer and its Indemnified Parties (i.e., the Customer and its controlling person, officers, directors, employee and agents) and hold each of them harmless from and against any and all Claims arising out of (i) Custodian's breach of this Agreement, willful misfeasance, bad faith or gross negligence in the performance of its duties under this Agreement, or (ii) any loss of Assets, including theft or destruction thereof but expressly excluding investment losses or other diminution of Assets resulting from the Custodian's proper performance of its duties hereunder; provided, that Custodian shall not indemnify an Indemnified Party for any Claim arising from the Indemnified Party's breach of this Agreement, willful misfeasance, bad faith or gross negligence with respect to its duties and responsibilities under this Agreement. This section 14 shall survive the termination of this Agreement.

## **15. Termination.**

15.1. This Agreement will remain in effect until terminated by either party giving written notice thirty (30) days in advance of the termination date.

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15.2. Upon termination of this Agreement, Custodian shall follow such reasonable Customer instructions concerning the transfer of Assets' custody and records; provided, that (a) Custodian shall have no liability for shipping and insurance costs associated therewith; (b) Custodian shall not be required to make any such delivery or payment until full payment shall have been made by Customer of all liabilities constituting a charge on or against Custodian and until full payment shall have been made to Custodian of all its compensation, costs, including special termination costs, if any, and expenses hereunder; and (c) Custodian shall have been reimbursed for any advances of monies or securities made hereunder to Customer. If any Assets remain in the Account, Customer acknowledges and agrees that Custodian may designate Customer as successor Custodian hereunder and deliver the same directly to Customer.

15.3. Upon termination of this Agreement, all obligations of the parties to each other hereunder shall cease, except that all indemnification provisions herein shall survive with respect to any Claims arising from events prior to such termination.

16. **Binding Obligations.** Customer and Custodian each hereby represent that this Agreement constitutes its legal, valid and binding obligation enforceable in accordance with the terms hereof; subject, as to enforcement of remedies, to applicable bankruptcy and insolvency laws, and to general principles of equity.

**17. General Provisions.**

17.1. Notice. Except as provided in paragraph 11 above, any notice or other communication under this Agreement shall be in writing and shall be considered given when delivered by certified mail, return receipt requested, to the parties at the addresses set forth on the execution page hereof (or at such other address as a party may specify by notice to other). Notice shall be effective upon receipt if by mail, or on the date of personal delivery (by private messenger, courier service or otherwise) or telex or facsimile, whichever occurs first, to the addressee indicated below. The below addresses and individuals may be changed at any time by an instrument in writing executed by the party giving same and given to the other party, in accordance with the procedure set forth above.

17.2. No Tax Responsibility. Unless expressly indicated otherwise below in this section and notwithstanding any other terms or conditions contained herein, Custodian shall not be responsible for, and Customer does hereby waive all duties or functions of Custodian (imposed by law or otherwise) relating to, the withholding and government deposit of any and all taxes, or amounts with respect thereto, that may be incurred or payable in connection with the Account established hereunder, income or gain realized on Assets held therein or transactions undertaken with respect thereto. Except as required by law in such manner that cannot be delegated to or assumed by Customer, Custodian shall have no responsibility to undertake any federal, state, or local tax reporting in connection with Assets, the Account or transactions therein. (Check only one below.)

Custodian shall have no duty to provide tax information.

Custodian shall provide tax information as reasonably requested by Customer, including Form 1099.

17.3. Complete Agreement; Modification. This Agreement contains a complete statement of all the arrangements between the parties with respect to its subject matter, supersedes all existing agreement(s) between them concerning the subject, and cannot be amended or modified in any manner except by a written agreement executed by both parties. Notwithstanding the foregoing, if at any time Custodian is holding assets or property of Customer pursuant to any other custodial, pledge or other agency agreement with Customer (or which Customer has acknowledged in instructions to Custodian) and one or more third parties that involves Custodian's duties or obligations to a third party (which may be affiliates to Custodian) with respect to Assets, the terms and requirements of the other agreement(s) concerning such Assets shall supersede and control the provisions and duties set forth herein.

17.4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota applicable to agreements made and to be performed in Minnesota.

17.5. Assignment. No party may assign any of its rights hereunder without the consent of the other, which consent shall not be unreasonably withheld. The foregoing consent requirement does not apply if

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either party shall merge or consolidate with or sell substantially all of its assets to another corporation, provided that such other corporation shall assume without qualification or limitation all obligations of that party hereunder either by operation of law or by contract.

17.6. Separability. If any provision of this Agreement is invalid or unenforceable, the balance of the Agreement shall remain in effect, and if any provision is inapplicable to any person or circumstances, it shall nevertheless remain applicable to all other persons and circumstances.

17.7. No Third Party Rights. In performing its services hereunder, Custodian is acting solely on behalf of Customer. No agency, contractual or service relationship shall be deemed to be established hereby between Custodian and any other persons.

17.8. Counterparts and Duplicates. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which together shall constitute the same instrument. This Agreement and any administrative form under the Agreement may be proved either by a signed original or by a reproduced copy thereof (including, not by way of limitation, a microfiche copy or an electronic file copy).

17.9. Shareholder Communications Act Authorization. The Shareholder Communications Act of 1985, as amended, requires Custodian to make an effort to permit direct communications between a company that issues securities and the shareholder that exercises shareholder rights with respect to those securities. Unless Customer specifically directs Custodian in writing not to release Customer's name, address and security position to requesting companies, Custodian is required by law to disclose Customer's name and address to such companies. Therefore the Customer hereby responds to the following question [no response will mean "yes"]. Does Customer authorize Custodian to provide its name, address and security position to requesting companies whose stock is owned in this Account?  Yes /  No

17.10. Customer's Agent – Shareholder Rights. Should Customer require that a designated agent for the Account, such as an investment advisor, be responsible for proxy voting and other special matters and shareholder rights as specified in Section 2.4, above, the Customer shall provide the name and address of that agent below. Such agent shall be removed upon Custodian's receipt of a written removal from Customer. Customer may designate more than one agent to be responsible for separate sub-Accounts or investment accounts under this Agreement by providing a clear, written designation to that effect to Custodian. Custodian hereunder has no authority or responsibility with regard to proxy voting or any similar special matters. Therefore, it may not be designated below unless it has separately agreed in writing to act as investment advisor for the Account.

**Designated**

**Agent:**

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

17.11. Money Market Fund. Pursuant to Section 2.5, above, the First American Funds money market fund designated for this Account shall be (check one – if none is checked, the Customer hereby directs that the First American Prime Obligations Fund shall be designated):

Taxable Money Market Funds

X First American Prime Obligations Fund – Class \_\_\_\_\_  
\_\_\_\_ First American Government Obligations Fund – Class \_\_\_\_\_  
\_\_\_\_ First American Treasury Obligations Fund – Class \_\_\_\_\_

Federal Tax-Exempt Money Market Fund

\_\_\_\_ First American Tax-Free Obligations Fund – Class \_\_\_\_\_

Other

\_\_\_\_ Fund – Class \_\_\_\_\_

(Must indicate correct fund name and class for election to be valid.)

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative as of the date and year first above written.

/s/ Steven C. Lilly

(Customer)

**U.S. BANK NATIONAL ASSOCIATION**

**(Custodian)**

By: Steven C. Lilly

By: /s/ Kevin M. Breen

Title: CFO

Title: Vice President / Sr. Relationship Manager

Date: 3/7/07

Date: 3/12/07

Address:

Address:

3600 Glenwood Avenue  
Suite 104  
Raleigh, NC 27612

U.S. Bank National Association  
Attn: Institutional Trust & Custody  
214 North Tryon Street; 27<sup>th</sup> floor  
Charlotte, NC 28202

Attn: Kevin M. Breen

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

**SUBLEASE ASSIGNMENT AND ASSUMPTION OF  
ASSIGNOR'S INTEREST**

This Assumption of Assignor's Interest (the "Assignment"), is entered into this 17<sup>th</sup> day of January 2007, by and between **HIGHWOODS REALTY LIMITED PARTNERSHIP** ("Landlord"), **POYNER & SPRUILL LLP** ("Lessor"), **TRIANGLE CAPITAL PARTNERS, LLC** heretofore ("Assignor"), and **TRIANGLE CAPITAL CORPORATION** ("Assignee").

WITNESSETH

WHEREAS Assignor and Lessor entered a sublease for premises located at 3600 Glenwood Avenue, Raleigh, North Carolina to which Landlord provided its consent;

WHEREAS, the members of Assignor have commenced a series of business formation transactions, which include the initial public offering of common stock by Assignee (the "Initial Public Offering"),

WHEREAS, upon the closing of the Initial Public Offering, Assignee will have the same management team as the current management team of Assignor;

WHEREAS, concurrently with the closing of the Initial Public Offering, Assignor desires to assign its interest in the sublease to Assignee, and Assignee desires to take assignment of Assignor's interest in the sublease;

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

1. Recitations. The above recitations are true and correct and are incorporated herein.
2. Assignment. Assignor hereby assigns, sets over and transfers to Assignee all of Assignor's rights, title and interest in and to the sublease in accordance with the assignment document entered between Assignor and Assignee for the period beginning as of the date of the Initial Public Offering, which is expected to occur around February 1, 2007, and ending upon the termination date of the sublease.
3. Acceptance. Assignee hereby accepts this Assignment and agrees to assume and be bound by all of the terms of the sublease (a copy of which Assignee has received and reviewed) for the period beginning as of the date of the Initial Public Offering, which is expected to occur around February 1, 2007, and ending upon the termination date of the sublease.
4. Liability of Assignor. Lessor confirms that this Assignment does not release Assignor from any liability under the Sublease.
5. Landlord and Lessor's Consent. Landlord and Lessor consent to the Assignment. However, such consent shall not constitute consent to any future assignments or subletting of the Premises. If Landlord or Lessor executes this document prior to execution by Assignee and Assignor, it is understood that their execution shall not be deemed to be effective until Assignor and Assignee have both executed this document and Landlord and Lessor are provided with a fully executed original.

[REMAINDER OF PAGE INTENTIONALLY BLANK;  
SIGNATURE BLOCKS ON NEXT PAGE]

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IN WITNESS WHEREOF, the parties have executed this Assignment and Fourth Amendment as of the day and year first written above.

**LANDLORD: HIGHWOODS REALTY LIMITED PARTNERSHIP**

a North Carolina limited partnership

By: Highwoods Properties, Inc., its general partner  
a Maryland corporation

By: /s/ Thomas S. Hill, III  
Thomas S. Hill, III  
Division Manager and Vice President

**LESSOR: POYNER & SPRUILL LLP**

a North Carolina limited liability partnership

By: /s/ Joseph B. Dempster, Jr.  
Name: Joseph B. Dempster, Jr.  
Title: Managing Partner  
Date: 1/9/07

**ASSIGNOR: TRIANGLE CAPITAL PARTNERS, LLC**

a limited liability company

By: /s/ Garland S. Tucker, III  
Name: Garland S. Tucker, III  
Title: Managing Director  
Date: 1/17/07

**ASSIGNEE: TRIANGLE CAPITAL CORPORATION**

a Maryland corporation

By: /s/ Garland S. Tucker, III  
Name: Garland S. Tucker, III  
Title: CEO  
Date: 1/17/07

**Code of Conduct  
for  
Triangle Capital Corporation  
Triangle Mezzanine Fund LLLP**

**I. Introduction**

This Code of Conduct (the “Code”) covers a wide range of business practices and procedures. It does not cover every issue that may arise, but it sets out basic principles to guide all employees, officers and directors of Triangle Capital Corporation and Triangle Mezzanine Fund LLLP. We expect every employee, officer and director to read and understand this Code and its application to the performance of his or her business responsibilities. The Code should also be provided to and followed by the agents and representatives, including consultants of Triangle Capital Corporation and Triangle Mezzanine Fund LLLP (collectively, referred to herein as the “Company”).

If a law conflicts with a policy in this Code, you must comply with the law. If you have any questions about these conflicts, you should ask your supervisor how to handle the situation.

Action by members of your immediate family or other persons who live in your household also may potentially result in ethical issues to the extent that they involve the Company’s business. For example, acceptance of inappropriate gifts by a family member from one of our suppliers or portfolio companies could create a conflict of interest and result in a Code violation attributable to you. Consequently, in complying with this Code, you should consider not only your own conduct, but also that of your immediate family members and other persons who live in your household.

References in this Code to employees are intended to cover all employees including officers and, as applicable, directors. References to the “Company,” “our companies” or the “Triangle group” means Triangle Capital Corporation and Triangle Mezzanine Fund LLLP. References to the Board of Directors mean the Boards of Directors of the Triangle group of companies, as applicable. References to the Audit Committee mean the Audit Committees of Triangle Capital Corporation and Triangle Mezzanine Fund LLLP, as applicable.

**Please note that you will be asked to certify compliance with this Code on an annual basis. Thus, you should not hesitate to ask questions, voice concerns or clarify gray areas about whether any conduct may violate this Code. In addition, you are responsible for reporting suspected or actual violation of this Code by others. You should be alert to possible violations of this Code by others, and must report suspected violations, without fear of any form of retaliation, as further described in Part V, Section 15 of this Code.**

**II. Implementing Guidance and Procedures**

As with any written guidance, this Code may not clearly address every situation you may encounter. If concerns or questions that you have about a course of action are not addressed specifically by this Code, you should ask yourself the following six questions to begin your evaluation process:



### **Ethics “Quick Test”**

1. Is it legal?
2. Would doing it make me feel bad or ashamed in any way?
3. Is it consistent with our Core Values?
4. Would I want my family or friends to read about it in the newspaper?
5. Would failing to act make the situation worse or allow a “wrong” to continue?
6. Does it follow the Golden Rule set out below?

If you still have questions or concerns, do not act until your questions and concerns have been raised and resolved. Our Chief Compliance Officer (“CCO”) and staff (the “Compliance Officers”) or the Audit Committee are all available to help you. Additionally, if you are not comfortable addressing potential violations of this Code with any of these persons directly, you may also raise your concerns by anonymously contacting our whistleblower hotline provided and managed by Shareholder.com (See Part V, Section 15 of this Code for contact and other information regarding the compliance resources available to you).

If you are aware of a suspected or actual violation of Code standards by others, you have a responsibility to report it. You are expected to promptly notify a Compliance Officer or contact another compliance reporting resource to provide a specific description of the violation that you believe has occurred, including any information you have about the persons involved and the time of the violation. Whether you choose to speak with your supervisor or one of the Compliance Officers, you should do so without fear of any form of retaliation. We will take prompt disciplinary action against any employee who retaliates against you.

Supervisors must promptly report any complaints or observations of Code violations to the CCO. If you believe your supervisor has not taken appropriate action, you should contact one of our Compliance Officers directly. The Compliance Officers will investigate all reported possible Code violations promptly and with the highest degree of confidentiality that is possible under the specific circumstances. Neither you nor your supervisor may conduct any preliminary investigation, unless authorized to do so by the CCO. Your cooperation in the investigation will be expected. As needed, the CCO will consult with the Audit Committee of the Board of Directors. It is our policy to employ a fair process by which to determine violations of this Code.

With respect to any complaints or observations of Code violations that may involve accounting, internal accounting controls and auditing concerns, the CCO shall promptly inform the chair of the Audit Committee, who will then turn over such information to the Audit Committee or such other persons as the Audit Committee of the Board of Directors determines to be appropriate under the circumstances shall be responsible for supervising and overseeing the inquiry and any investigation that is undertaken.

If any investigation indicates that a potential violation of this Code has occurred, we will take such action as we believe to be appropriate under the circumstances. Violations of this Code will not be tolerated. Any employee who violates this Code may be subject to disciplinary action, which, depending on the nature of the violation and the history of the employee, may range from a warning or reprimand to and including termination of employment and, in appropriate cases, civil legal action or referral for regulatory enforcement action. Appropriate action may also be taken to deter any future Code violations.

Always remember that at our companies, your ethical behavior is the ultimate “bottom line.” We are committed to do what is right even when it does not seem to be profitable, expedient or conventional. That means we will be truthful, ethical, law-abiding, and respectful in all of our dealings with others.

### **III. Core Values:**

We are committed to the highest standards of ethical and professional conduct in all of our business operations, as well as in our interactions with customers, business partners and employees. The following are the values we hold in highest esteem — the values that we propose to use as our guide in our quest for excellence and success. To assist and encourage you to apply our Core Values in your day-to-day activities, each Core Value includes amplifying and implementing guidance.

#### **A. Golden Rule and Respect**

- a. Following the Golden Rule means we will strive to always do the right thing ... the thing we would want others to do to us.
- b. Treating others the way we would like to be treated is our foundational value and the golden rule is a good summary of our other core values.
- c. Respect means we respect the rights, opinions and beliefs of others so long as they are consistent with our other core values.

*Amplifying and implementing guidance:*

- Be a good listener, encourage diverse opinions and be willing to accept them.
- Recognize the achievement of others.
- Don't prejudge another person's qualities or intentions.
- Respect confidences.
- Recognize each individual's human dignity and value.

#### **B. Honesty and Openness**

- a. Honesty means we refuse to lie, cheat, steal or deceive in any way.
- b. We will never deliberately mislead, or misrepresent the truth.
- c. We will always do the legal and fair thing, fulfilling both the letter and intent of our commitments and the law.
- d. Openness means we will be free, forthright and sincere in our discussions, as candid as possible, and will openly share appropriate information in each relationship.

*Amplifying and implementing guidance:*

- Be forthright and never use information as a source of power.
- Strive for clarity: avoid “slippery” words.
- Focus on issues, not personalities.
- Carry no hidden agendas.
- Be willing to admit your own mistakes and be tolerant of others' mistakes.

#### **C. Integrity**

- a. Integrity means we will refuse to be corrupted or unfaithful to our values.

- b. We will do what we say we will do, and we will conduct ourselves in accordance with our values and our code of ethics.
- c. We will always try to do the right thing.
- d. We will operate within both the letter and the spirit of the law.

*Amplifying and implementing guidance:*

- Act and speak ethically.
- What you do when no one is looking should agree with your professed ethics.

**D. Teamwork and Innovation**

- a. Teamwork means working together to achieve our goals and values as a group and not working at cross purposes.
- b. Innovation means encouraging each other to seek new ways of doing our business to improve our quality and efficiency.

*Amplifying and implementing guidance:*

- Acknowledge all co-workers as valuable team members.
- Show confidence in the character and truthfulness of others.
- Practice solidarity by respecting and supporting team decisions.
- Encourage initiative and participation.
- Be accountable to the team.
- Lead by example.
- Recognize that taking and accepting reasonable risks is necessary business conduct.

**E. Responsibility**

- a. Responsibility means we are morally and legally accountable for our actions.
- b. We are determined to do the right thing, and to be good stewards of the things that have been entrusted into our care.

*Amplifying and implementing guidance:*

- Accept responsibility for your own mistakes, and give credit to others for their accomplishments.
- Keep commitments.

**F. Loyalty and Hard Work**

- a. We will be loyal to our Company and protect its assets and trade secrets. We will be faithful in carrying out our duties.
- b. We will always work hard and do our best.

*Amplifying and implementing guidance:*

- Demand excellence from yourself, and seek and encourage it from others.
- Demonstrate a sense of urgency in all that you do.
- Our success is directly related to our loyalty to each other and to our Company.

**IV. Our Valued Relationships**

We will deal fairly and honestly in all of our relationships, treating all our business associates as long-term valued partners. We will operate our business based on the practical application of the Golden Rule, our other values, and all other provisions of our Code of Conduct, for the mutual benefit of all our valued relationships. We will strive to be dependable and respectable in all our dealings with our business associates and our employees, value each shareholder and lender to our Company, and we will be faithful stewards of their funds. We are committed to providing a work environment where there is no conflict between work and moral or ethical values, or family responsibilities, and where everyone is treated justly and with respect.

We have certain relationships that we hold dear and they are:

- Customers and clients are the reason we are in business. We seek to help our customers and clients to achieve their goals. We know that if we help them reach their goals, they will help us reach our goals too.
- Employees are the full extent of our Company. We are no greater than our employees. Each employee is an integral part of our team. We seek to have the best employees and the best organization to support the growth of each employee.
- Shareholders have entrusted us with their assets. We seek to increase the value of those assets. As trustees we will do our best to protect and grow the assets that have been entrusted to us.
- Suppliers provide us with the things we need to achieve our goals. They have the goods and services we need to grow our business. We will treat each supplier as a valued partner in the growth of our business.
- Our government is part of our operations. We seek to fulfill the regulatory aspects of our business operations in a timely and accurate manner.

## **V. Standards of Ethics and Business Conduct**

Underlying our Core Values, described in Part III above, is our commitment to maintain the highest standards of ethics and business conduct.

### **1. Honest and Ethical Conduct**

It is the policy of our companies to promote high standards of integrity by conducting our affairs in an honest and ethical manner. The integrity and reputation of our companies depends on the honesty, fairness and integrity brought to the job by each person associated with us. Unyielding personal integrity is the foundation of corporate integrity.

### **2. Legal Compliance**

Obeying the law, both in letter and in spirit, is the foundation of this Code. Our success depends upon each employee's operating within legal guidelines and cooperating with local, national and international authorities. We expect employees to understand the legal and regulatory requirements applicable to their business units and areas of responsibility. We hold periodic training sessions to ensure that all employees comply with this Code, the compliance policies and procedures of our companies, and other relevant laws, rules and regulations associated with their employment. While we do not expect you to know every detail of these laws, rules and regulations, we expect you to be familiar with this Code and our compliance

policies and procedures, so that you are able to determine when to seek advice from others. If you do have a question in the area of legal compliance, it is important that you not hesitate to seek answers from your supervisor or one of the Compliance Officers (see Section 15 of this Part V below for more information about the Compliance Officers).

Disregard of the law will not be tolerated. Violation of domestic or foreign laws, rules and regulations may subject an individual, as well as our companies, to civil or criminal penalties. You should be aware that conduct and records, including emails, are subject to internal and external audits and to discovery by third parties in the event of a government investigation or civil litigation. It is in everyone's best interest to know and comply with our legal obligations.

### **3. Insider Trading**

Employees who have access to confidential (or "inside") information are not permitted to use or share that information for stock trading purposes or for any other purpose except to conduct our business. All non-public information about our companies or about companies with which we do business is considered confidential information. To use material non-public information in connection with buying or selling securities, including "tipping" others who might make an investment decision on the basis of this information, is not only unethical, it is illegal. You must exercise the utmost care when handling material inside information.

The Company's Insider Trading Policy (the "Trading Policy"), which is attached to this Code as [Appendix A](#) and is incorporated by reference into this Code, has been instituted to help you avoid prohibited insider trading, and to ensure that our companies comply with the separate requirements of Rules 17j-1 of the Investment Company Act of 1940. All employees are expected to understand and comply with all Trading Policy provisions applicable to them.

The Trading Policy addresses detailed legal provisions of the Securities Act of 1934 and the Investment Company Act of 1940 and imposes requirements, and in some cases, restrictions, on certain securities trades that you may wish to make. The Trading Policy contains provisions that require you to obtain pre-clearance for all investments in any initial public offering, and for securities trades for which you may have insider information. To request pre-clearance of a securities transaction, you should complete [Schedule A](#) of the attached [Appendix A](#) and forward it to our CCO. The Trading Policy also requires all employees to provide certain reports of their holdings or transactions in certain securities. The particular reports you will be required to provide are described more fully in the Trading Policy.

If you have questions regarding the requirements or compliance procedures under the Trading Policy, or if you don't know whether your situation requires pre-clearance or reporting, you should contact one of our Compliance Officers.

### **4. International Business Laws**

You are expected to comply with the applicable laws in all countries to which you travel, in which we operate and where we otherwise do business, including laws prohibiting bribery, corruption or the conduct of business with specified individuals, companies or countries. The fact that, in some countries, certain laws are not enforced or that violation of those laws is not subject to public criticism will not be accepted as an excuse for noncompliance. In addition, we expect you to comply with U.S. laws, rules and regulations governing the conduct of business by its citizens and corporations outside the U.S. If you have a question as to whether an activity is

restricted or prohibited, seek assistance before taking any action, including giving any verbal assurances that might be regulated by international laws.

## **5. Environmental Compliance**

It is our policy to conduct our business in an environmentally responsible way that minimizes environmental impacts. We are committed to minimizing and, if practicable, eliminating the use of any substance or material that may cause environmental damage, reducing waste generation and disposing of all waste through safe and responsible methods, minimizing environmental risks by employing safe technologies and operating procedures, and being prepared to respond appropriately to accidents and emergencies.

## **6. Conflicts of Interest**

We respect the rights of our employees to manage their personal affairs and investments and do not wish to impinge on their personal lives. At the same time, you should avoid conflicts of interest that occur when your personal interests may interfere in any way with the performance of your duties or the best interests of our companies. A conflicting personal interest could result from an expectation of personal gain now or in the future or from a need to satisfy a prior or concurrent personal obligation. We expect you to be free from influences that conflict with the best interests of our companies, or might deprive our companies of your undivided loyalty in business dealings. Even the appearance of a conflict of interest where none actually exists can be damaging and should be avoided. Whether or not a conflict of interest exists or will exist can be unclear.

If you have any questions about a potential conflict or if you become aware of an actual or potential conflict, and you are not an officer or director of one of our companies, you should discuss the matter with your supervisor or with one of our Compliance Officers. Supervisors may not authorize conflict of interest matters or make determinations as to whether a problematic conflict of interest exists without first seeking the approval of the CCO and providing the CCO with a written description of the activity. If the supervisor is involved in the potential or actual conflict, you should discuss the matter directly with the CCO. Officers and directors may seek authorizations and determinations from the Audit Committee of the Board of Directors. Factors that may be considered in evaluating a potential conflict of interest are, among others:

- whether it may interfere with the employee's job performance, responsibilities or morale;
- whether the employee has access to confidential information;
- whether it may interfere with the job performance, responsibilities or morale of others within the organization;
- any potential adverse or beneficial impact on our business;
- any potential adverse or beneficial impact on our relationships with our customers or suppliers or other service providers;
- whether it would enhance or support a competitor's position;
- the extent to which it would result in financial or other benefit (direct or indirect) to the employee;

- the extent to which it would result in financial or other benefit (direct or indirect) to one of our customers, suppliers or other service providers; and
- the extent to which it would appear improper to an outside observer.

Although no list can include every possible situation in which a conflict of interest could arise, the following are examples of situations that may, depending on the facts and circumstances, involve problematic conflicts of interests:

- **Employment by (including consulting for) or service on the board of a competitor, customer or supplier or other service provider.** Activity that enhances or supports the position of a competitor to the detriment of one or more of our companies is prohibited, including employment by or service on the board of a competitor. Employment by or service on the board of a customer or supplier or other service provider is generally discouraged and you must seek authorization in advance if you plan to take such a position.
- **Owning, directly or indirectly, a significant financial interest in any entity that does business, seeks to do business or competes with us.** In addition to the factors described above, persons evaluating ownership in other entities for conflicts of interest will consider the size and nature of the investment; the nature of the relationship between the other entity and any one of our companies; the employee's access to confidential information and the employee's ability to influence one of our companies decisions. If you would like to acquire a financial interest of any kind, you must seek written approval in advance from the CCO.
- **Soliciting or accepting gifts, favors, loans or preferential treatment from any person or entity that does business or seeks to do business with us.** See Section 10 for further discussion of the issues involved in this type of conflict.
- **Soliciting contributions to any charity or for any political candidate from any person or entity that does business or seeks to do business with us.**
- **Taking personal advantage of corporate opportunities.** See Section 7 for further discussion of the issues involved in this type of conflict.
- **Working at a second job without permission.**
- **Conducting business transactions between any one of our companies and your family member or a business in which you or a family member has a significant financial interest.** Material related-party transactions must be approved by the Audit Committee and, if that activity involves any executive officer or director, that activity will be required to be publicly disclosed as required by applicable laws and regulations.

Loans to, or guarantees of obligations of, employees or their family members by our companies could constitute an improper personal benefit to the recipients of these loans or guarantees, depending on the facts and circumstances. Some loans are expressly prohibited by law and applicable law requires that our Board of Directors approve all loans and guarantees to employees. As a result, all loans and guarantees by our companies must be approved in advance by the Board of Directors.

## **7. Corporate Opportunities.**

You may not take personal advantage of the opportunities of our companies that are presented to you or discovered by you as a result of your position with us or through your use of corporate property or information, unless authorized by the Board of Directors. Even opportunities that are acquired privately by you may be questionable if they are related to our existing or proposed lines of business. Significant participation in an investment or outside business opportunity that is directly related to our lines of business must be pre-approved by the board of directors of our Company that is affected. You may not use your position with us or corporate property or information for improper personal gain, nor should you compete with us in any way.

## **8. Maintenance of Corporate Books, Records, Documents and Accounts; Financial Integrity; Public Reporting**

The integrity of our records and public disclosure depends upon the validity, accuracy and completeness of the information supporting the entries to our books of account. Therefore, our corporate and business records should be completed accurately and honestly. The making of false or misleading entries, whether they relate to financial results or test results, is strictly prohibited. Our records serve as a basis for managing our business and are important in meeting our obligations to customers, suppliers, creditors, employees and others with whom we do business. As a result, it is important that our books, records and accounts accurately and fairly reflect, in reasonable detail, our assets, liabilities, revenues, costs and expenses, as well as all transactions and changes in assets and liabilities. We require that:

- no entry be made in our books and records that intentionally hides or disguises the nature of any transaction or of any of our liabilities or misclassifies any transactions as to accounts or accounting periods;
- transactions be supported by appropriate documentation;
- the terms of sales and other commercial transactions be reflected accurately in the documentation for those transactions and all such documentation be reflected accurately in our books and records;
- employees comply with our system of internal controls; and
- no cash or other assets be maintained for any purpose in any unrecorded or "off-the-books" fund.

Our accounting records are also relied upon to produce reports for our management, stockholders and creditors, as well as for governmental agencies. In particular, we rely upon our accounting and other business and corporate records in preparing the periodic and current reports that we file with the Securities and Exchange Commission (SEC). Securities laws require that these reports provide full, fair, accurate, timely and understandable disclosure and fairly present our financial condition and results of operations. Employees who collect, provide or analyze information for or otherwise contribute in any way in preparing or verifying these reports should strive to ensure that our financial disclosure is accurate and transparent and that our reports contain all of the information about the Triangle group of companies that would be important to enable stockholders and potential investors to assess the soundness and risks of our business and finances and the quality and integrity of our accounting and disclosures. In addition:



- no employee may take or authorize any action that would intentionally cause our financial records or financial disclosure to fail to comply with generally accepted accounting principles, the rules and regulations of the SEC or other applicable laws, rules and regulations;
- all employees must cooperate fully with our Accounting Department and, when one is established, Internal Auditing Departments, as well as our independent public accountants and counsel, respond to their questions with candor and provide them with complete and accurate information to help ensure that our books and records, as well as our reports filed with the SEC, are accurate and complete; and
- no employee should knowingly make (or cause or encourage any other person to make) any false or misleading statement in any of our reports filed with the SEC or knowingly omit (or cause or encourage any other person to omit) any information necessary to make the disclosure in any of our reports accurate in all material respects.

Any employee who becomes aware of any departure from these standards has a responsibility to report his or her knowledge promptly to a supervisor, a Compliance Officer, the Audit Committee or one of the other compliance resources described in Section 15.

#### **9. Fair Dealing**

We strive to outperform our competition fairly and honestly. Advantages over our competitors are to be obtained through superior performance of our products and services, not through unethical or illegal business practices. Acquiring proprietary information from others through improper means, possessing trade secret information that was improperly obtained, or inducing improper disclosure of confidential information from past or present employees of other companies is prohibited, even if motivated by an intention to advance our interests. If information is obtained by mistake that may constitute a trade secret or other confidential information of another business, or if you have any questions about the legality of proposed information gathering, you must consult your supervisor or one of our Compliance Officers, as further described in Section 15.

You are expected to deal fairly with our customers, suppliers, employees and anyone else with whom you have contact in the course of performing your job. Be aware that the Federal Trade Commission Act provides that “unfair methods of competition in commerce, and unfair or deceptive acts or practices in commerce, are declared unlawful.” It is a violation of the Federal Trade Commission Act to engage in deceptive, unfair or unethical practices and to make misrepresentations in connection with sales activities.

Employees involved in procurement have a special responsibility to adhere to principles of fair competition in the purchase of products and services by selecting suppliers based exclusively on normal commercial considerations, such as quality, cost, availability, service and reputation, and not on the receipt of special favors.

#### **10. Gifts and Entertainment**

Business gifts and entertainment are meant to create goodwill and sound working relationships and not to gain improper advantage with customers or facilitate approvals from government officials. The exchange, as a normal business courtesy, of meals or entertainment

(such as tickets to a game or the theatre or a round of golf) is a common and acceptable practice as long as it is not extravagant. Unless express written permission is received from a supervisor, the CCO or the Audit Committee, gifts and entertainment cannot be offered, provided or accepted by any employee unless consistent with customary business practices and not (a) of more than token or nominal monetary value, (b) in cash, (c) susceptible of being construed as a bribe or kickback, (d) made or received on a regular or frequent basis or (e) in violation of any laws. This principle applies to our transactions everywhere in the world, even where the practice is widely considered “a way of doing business.” Employees should not accept gifts or entertainment that may reasonably be deemed to affect their judgment or actions in the performance of their duties. Our customers, suppliers and the public at large should know that our employees’ judgment is not for sale.

### **11. Protection and Proper Use of Company Assets**

All employees are expected to protect our assets and ensure their efficient use. Theft, carelessness and waste have a direct impact on our profitability. Our property, such as office supplies, computer equipment, buildings and products, are expected to be used only for legitimate business purposes, although incidental personal use may be permitted. You may not, however, use our corporate name, any brand name or trademark owned or associated with our companies or any letterhead stationery for any personal purpose.

You may not, while acting on behalf of our companies or while using our computing or communications equipment or facilities, either:

- access the internal computer system (also known as “hacking”) or other resource of another entity without express written authorization from the entity responsible for operating that resource; or
- commit any unlawful or illegal act, including harassment, libel, fraud, sending of unsolicited bulk email (also known as “spam”) in violation of applicable law, trafficking in contraband of any kind or espionage.
- If you receive authorization to access another entity’s internal computer system or other resource, you must make a permanent record of that authorization so that it may be retrieved for future reference, and you may not exceed the scope of that authorization.

Unsolicited bulk email is regulated by law in a number of jurisdictions. If you intend to send unsolicited bulk email to persons outside of our companies, either while acting on our behalf or using our computing or communications equipment or facilities, you should contact your supervisor or the CCO for approval.

All data residing on or transmitted through our computing and communications facilities, including email and word processing documents, is the property of our companies and subject to inspection, retention and review by us, with or without an employee’s or third party’s knowledge, consent or approval, in accordance with applicable law. Any misuse or suspected misuse of our assets must be immediately reported to your supervisor or a Compliance Officer.

### **12. Confidentiality**

One of our most important assets is our confidential information. As an employee of our companies, you may learn of information about our business that is confidential and proprietary.

You also may learn of information before that information is released to the general public. Employees who have received or have access to confidential information should take care to keep this information confidential. Confidential information includes non-public information that might be of use to competitors or harmful to our companies or its customers if disclosed, such as business, marketing and service plans, financial information, product architecture, source codes, designs, databases, customer lists, pricing strategies, personnel data, personally identifiable information pertaining to our employees, customers or other individuals, and similar types of information provided to us by our customers, suppliers and partners. This information may be protected by patent, trademark, copyright and trade secret laws.

In addition, because we interact with other companies and organizations, there may be times when you learn confidential information about other companies before that information has been made available to the public. You must treat this information in the same manner as you are required to treat our confidential and proprietary information. There may even be times when you must treat as confidential the fact that we have an interest in, or are involved with, another company.

You are expected to keep confidential and proprietary information confidential unless and until that information is released to the public through approved channels (usually through a press release, an SEC filing or a formal communication from a member of senior management, as further described in Section 13). Every employee has a duty to refrain from disclosing to any person confidential or proprietary information about us or any other company learned in the course of employment here, until that information is disclosed to the public through approved channels. This policy requires you to refrain from discussing confidential or proprietary information with outsiders and even with other of our companies' employees, unless those fellow employees have a legitimate need to know the information in order to perform their job duties. Unauthorized use or distribution of this information could also be illegal and result in civil liability or criminal penalties.

You should also take care not to inadvertently disclose confidential information. Materials that contain confidential information, such as memos, notebooks, computer disks and laptop computers, should be stored securely. Unauthorized posting or discussion of any information concerning our business, information or prospects on the Internet is prohibited. You may not discuss our business, information or prospects in any "chat room," regardless of whether you use your own name or a pseudonym. Be cautious when discussing sensitive information in public places like elevators, airports, restaurants and "quasi-public" areas within the Triangle group of companies. All our companies' emails, voicemails and other communications are presumed confidential and should not be forwarded or otherwise disseminated outside of our companies, except where required for legitimate business purposes.

In addition to the above responsibilities, if you are handling information protected by any privacy policy published by us, such as our website privacy policy, then you must handle that information in accordance with the applicable policy.

### **13. Media and Public Discussions**

It is our policy to disclose material information concerning our companies to the public only through specific limited channels to avoid inappropriate publicity and to ensure that all those with an interest in the Company will have equal access to information. All inquiries or calls from the press and financial analysts should be referred to the Chief Executive Officer

("CEO") or our Investor Relations Manager. We have designated our CEO as our official spokesperson for financial matters. We have designated the President of one of our companies or our Chief Investment Officer ("CIO") as our official spokesperson for marketing, and other related information. Unless a specific exception has been made by the CEO, these designees are the only people who may communicate with the press on behalf of our companies. In addition, our compliance policies and procedures require that communications of this nature, including advertisements, presentations or speeches and website content, be reviewed by the CCO. You also may not provide any information to the media about us off the record, for background, confidentially or secretly.

#### **14. Waivers**

Any waiver of this Code for executive officers (including our principal executive officer, principal financial officer, principal accounting officer or controller (or persons performing similar functions) or directors may be authorized only by the Board of Directors of our companies, and will be disclosed to stockholders as required by applicable laws, rules and regulations.

#### **15. Compliance Standards and Procedures**

##### ***Compliance Resources; Compliance Officers***

To facilitate compliance with this Code, we have implemented a program of Code awareness, training and review. We have designated our CCO to oversee this program. The CCO will have staff to assist in oversight of the program. The Compliance Officers are persons to whom you can address any questions or concerns. Please contact your manager or the head of Human Resources to determine who has been appointed as a Compliance Officer. In addition to fielding questions or concerns with respect to potential violations of this Code, the CCO is responsible for:

- investigating possible violations of this Code;
- training new employees in Code policies;
- conducting annual training sessions to refresh employees' familiarity with this Code;
- distributing certifications regarding this Code annually by hard copy or by email to each employee as a reminder that each employee is responsible for reading, understanding and complying with this Code;
- updating this Code as needed and alerting employees to any updates, with appropriate approval of the Audit Committee, to reflect changes in the law, our companies operations and in recognized best practices, and to reflect our companies experience; and
- otherwise promoting an atmosphere of responsible and ethical conduct.

Your most immediate resource for any matter related to this Code is your supervisor. He or she may have the information you need or may be able to refer the question to another appropriate source.

There may, however, be times when you prefer not to go to your supervisor. In these instances, you should feel free to discuss your concern with a Compliance Officer. If you are

uncomfortable speaking with a Compliance Officer because he or she works in your department or is one of your supervisors, please contact a member of the Audit Committee. You may also report violations directly to members of the Audit Committee by (i) sending a letter to the attention of Benjamin S. Goldstein, Triangle Capital Corporation, 3600 Glenwood Avenue, Suite 104, Raleigh, North Carolina 27612, (ii) calling our companies' toll-free hotline run by Shareholder.com at 866-654-1540 and speaking with a representative who will transmit the information to the Audit Committee or (iii) submitting an e-mail to [tcap@openboard.info](mailto:tcap@openboard.info) or directly into the web address, [www.openboard.info/tcap/](http://www.openboard.info/tcap/), whereupon a representative of Shareholder.com will transmit the information to the Audit Committee. The Audit Committee will pass on to the Board of Directors all information related to complaints or observations that involve accounting, internal accounting controls and auditing concerns.

You may utilize Shareholder.com's whistleblower hotline services anonymously, although if you remain anonymous Shareholder.com will be unable to obtain follow-up details from you that may be necessary to investigate the matter. Whether you identify yourself or remain anonymous, your contact with Shareholder.com will be kept strictly confidential to the extent reasonably possible within the objectives of this Code.

#### **16. Amendments and Modifications**

This Code of Conduct may not be amended or modified except in a written form, which is specifically approved by majority vote of the independent directors of the applicable entities.

This Code of Conduct was adopted by the Board of Directors of Triangle Capital Corporation, including the independent directors, on January 31, 2007.

**Appendix A**  
**Insider Trading Policy**  
**For**  
**Triangle Capital Corporation**  
**and its subsidiaries**

This Policy was adopted by the Company's Board of Directors, including the independent directors, on March [\_\_\_], 2007.

This Insider Trading Policy (the "Policy") has been adopted to comply with Rule 17j-1 under the Investment Company Act of 1940 (the "Investment Company Act"). The Policy establishes standards and procedures designed to address conflicts of interest and detect and prevent abuse of fiduciary duty by persons with knowledge of the investments and investment intentions of Triangle Capital Corporation and its subsidiaries (collectively referred to as the "Company").

**(a) General Prohibitions**

(i) This policy generally applies to the investment activities of all officers, directors and employees of the Company or any other entity in a Control relationship (as defined below) to the Company (the "Covered Persons"). However, there are certain provisions of the Investment Company Act and this Policy that are primarily concerned with the investment activities of those employees of the Company who are involved in or have access to information regarding securities recommendations made to the Company, which employees include only the officers, employees and directors of the Company, or any other company in a Control relationship to the Company (the "Access Persons").

(ii) The Investment Company Act makes it "unlawful" for Covered Persons to engage in conduct which is deceitful, fraudulent or manipulative, or which involves false or misleading statements, in connection with the purchase or sale of securities by an investment company. Accordingly, under the Investment Company Act and this Policy no Covered Person shall use any information concerning the investments or investment intentions of the Company, or his or her ability to influence such investment intentions, for personal gain or in a manner detrimental to the interests of the Company.

In addition, no Covered Person shall, directly or indirectly in connection with the purchase or sale of a "security held or to be acquired" (as defined in Section (c)(xii) of this Policy) by the Company: (a) employ any device, scheme or artifice to defraud the Company; or (b) make to the Company any untrue statement of a material fact or omit to state to any of the foregoing a material fact necessary in order to make the statements made, in light of the circumstances under which they are made, not misleading; or (c) engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon the Company; or (d) engage in any manipulative practice with respect to the Company.

**(b) General Principles.**

This Policy acknowledges the general principles that Covered Persons: (A) owe a fiduciary obligation to the Company; (B) have the duty at all times to place the interests of stockholders first; (C) must conduct all personal securities transactions in such a manner as to avoid any actual or potential conflict of interest or abuse of an individual's position of trust and responsibility; and (D) should not take inappropriate advantage of their positions in relation to the Company.

**(c) Definitions.**

For purposes of this Policy,

**(i) "Access Person"** means any officer, employee, director or managing director of the Company, or any other company in a Control relationship to the Company.

**(ii) "Beneficial Interest"** means any interest by which a Covered Person or any member of his or her Immediate Family, can directly or indirectly derive a monetary benefit from the purchase, sale (or other acquisition or disposition) or ownership of a Security, except such interests as Clearing Officers (defined below) shall determine to be too remote for the purpose of this Policy. (A transaction in which a Covered Person acquires or disposes of a Security in which he or she has or thereby acquires a direct or indirect Beneficial Interest is sometimes referred to in this Code of Ethics as a "personal securities" transaction or as a transaction for the person's "own account").

**(iii) "Clearing Officers"** has the meaning in Section (d)(ii)(1) below.

**(iv) "Control"** means the power to exercise a controlling influence over the management or policies of a company (unless such power is solely the result of an official position with such company). Any person who owns beneficially, directly or through one or more controlled companies, more than 25% of the voting securities of a company shall be presumed to control such company. For purposes of this Policy, natural persons and portfolio companies of the Company shall be presumed not to be controlled persons.

**(v) "Covered Security"** includes any securities issued by the Company, and all debt obligations, stock and other instruments comprising the investments of the Company, including any warrant or option to acquire or sell a security and financial futures contracts, but excludes securities issued by the U.S. government or its agencies, bankers' acceptances, bank certificates of deposit, commercial paper and shares of a mutual fund (open-end fund). References to a "Covered Security" in this Policy shall include any warrant for, option in, or security immediately convertible into that "Covered Security."

**(vi) "Covered Person"** means any officer, director or employee of the Company or any other company in a Control relationship to the Company, but does not include portfolio companies of the Company.

**(vii) "Immediate Family"** includes any children, stepchildren, grandchildren, parents, stepparents, grandparents, spouses, siblings, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, brothers-in-law, or sisters-in-law, including adoptive relationships, who live in the same household.

(viii) **“Limited Offering”** means an offering that is exempt from registration under Sections 4(2) or 4(6) of, or Regulation D under, the Securities Act of 1933, as amended. Limited Offerings may include, among other things, limited partnership or limited liability company interests, or other Securities purchased through private placements.

(ix) **“Loan Officer”** means an Access Person who is responsible for making decisions as to Securities to be bought or sold for the Company’s portfolio.

(x) **“Non-Access Person”** means any employee of the Company, or any other company in a Control relationship to the Company, which employee is not an “Access Person.”

(xi) **“Prohibited Transaction”** means any of the following transactions, if effected by a Covered Person without prior approval of the CCO:

(1) a transaction in which such Covered Person knows or should know at the time of entering into the transaction that: (i) the Company has engaged in a transaction in the same Security within the last 180 days, or is engaging in a transaction or is going to engage in a transaction in the same Security in the next 180 days;

(2) a transaction that involves the direct or indirect acquisition of Securities in an initial public offering or Limited Offering of any issuer; or

(3) a transaction in any Security issued by the Company during a closed trading window. Trading windows are generally closed on the last day of each fiscal quarter, and generally re-open three trading days following the filing of the Company’s quarterly report on Form 10-Q, or annual report on Form 10-K, as applicable, with the SEC.

(xii) A **“Security held or to be acquired”** by the Company means any Security (as defined above) which, within the most recent 180 days is or has been held by the Company or is being or has been considered for purchase by the Company.

(xiii) A Security is **“being considered for purchase or sale”** from the time an amendment letter is signed by or on behalf of the Company until the closing with respect to that Security is completed or aborted.

(xiv) **“Security”** means any note, stock, treasury stock, security future, bond, debenture, evidence of indebtedness, certificate of interest or participation in any profit-sharing agreement, collateral-trust certificate, preorganization certificate or subscription, transferable share, investment contract, voting-trust certificate, certificate of deposit for a security, fractional undivided interest in oil, gas, or other mineral rights, any put, call, straddle, option, or privilege on any security (including a certificate of deposit) or on any group or index of securities (including any interest therein or based on the value thereof), or any put, call, straddle, option, or privilege entered into on a national securities exchange relating to foreign currency, or, in general, any interest or instrument commonly known as a “security,” or any certificate of interest or participation in, temporary or interim certificate for, receipt for, guarantee of, or warrant or right to subscribe to or purchase, any of the foregoing.

**(d) Pre-Clearance of Certain Personal Transactions.**

(i) **Requirement for Pre-Clearance.** All Covered Persons must obtain Pre-Clearance under the procedures provided in Section (d)(ii) for any Prohibited Transactions which are not exempt under subsection (iv) of this Section (d).



**(ii) Pre-Clearance Procedures.**

**(1) From Whom Obtained.** Pre-Clearance must be obtained from the CCO plus another officer, or from any two officers of the Company who are not either parties to the transaction or a relative of a party to the transaction. For purposes of this Policy, these officers are sometimes referred to as “Clearing Officers.”

**(2) Form.** Clearance must be obtained in writing by completing and signing the “Request for Permission to Engage in Personal Transaction” form attached hereto as Schedule A, which form shall set forth the details of the proposed transaction, and obtaining the signatures of any two of the Clearing Officers. Schedule A may be amended from time to time by the CCO, with the permission of the Chairman of the Audit Committee. In the event of such amendment, the CCO shall promptly provide any forms so amended to all Covered Persons.

**(3) Filing.** A copy of all completed clearance forms, with all required signatures, shall be retained by the CCO.

**(iii) Factors to be Considered in Clearance of Personal Transactions .** The Clearing Officers may refuse to grant clearance of a Prohibited Transaction in their sole discretion without being required to specify any reason for the refusal. Generally, the Clearing Officers will consider the following factors in determining whether or not to clear a proposed transaction: (1) whether the amount or nature of the transaction or person making it is likely to affect the price or market for the Security; (2) whether the individual making the proposed purchase or sale is likely to benefit from purchases or sales being made or being considered by the Company; (3) whether the Security proposed to be purchased or sold is one that would qualify for purchase or sale by the Company; (4) whether the transaction is non-volitional on the part of the individual, such as receipt of a stock dividend, bequest or inheritance; (5) whether potential harm to the Company from the transaction is remote; (6) whether the transaction would be likely to affect a highly institutional market; and (7) whether the transaction is related economically to Securities being considered for purchase or sale (as defined in Section (c)(xiii) of this Policy) by the Company.

**(iv) Exemptions From Pre-Clearance Requirements**

The following transactions are exempt from the pre-clearance provisions of this Policy:

**(1) Not Controlled Securities.** Purchases, sales or other acquisitions or dispositions of Securities for an account over which the Access Person has no direct influence or Control and does not exercise indirect influence or Control;

**(2) Involuntary Transactions.** Involuntary purchases or sales made by a Covered Person or an Access Person;

**(3) DRPs.** Purchases which are part of an automatic dividend reinvestment plan; and

**(4) Rights Offerings.** Purchases or other acquisitions or dispositions resulting from the exercise of rights acquired from an issuer as part of a pro rata distribution to all holders of a class of Securities of such issuer and the sale of such rights.

**(e) Reporting Requirements.**

**(i) Access Persons.**

**(1) Holdings Reports.**

**a. Initial Holdings Report.** Within ten (10) days of becoming an Access Person, each Access Person shall make a written report to the CCO of all Securities in which such Access Person holds a direct or indirect Beneficial Interest. Access Persons need not report any such Securities that are exempt under subsection (i)(1)(d) of this Section (e). The initial holdings report shall be made on the form provided for such purpose by the CCO. Each initial holdings report must be current as of a date no more than forty-five (45) days prior to the date that the reporting person became an Access Person.

**b. Annual Holdings Reports.** No later than February 13th of each year, each Access Person shall make a written report to the CCO of all Securities in which such Access Person holds a direct or indirect Beneficial Interest. Access Persons need not report any such Securities that are exempt under subsection (i)(1)(d) of this Section (e). The annual holdings report shall be made on the form provided for such purpose by the CCO. Each annual holdings report must be current as of a date no later than December 31st of the prior year.

**c. Contents of Holdings Reports.** Holdings reports must contain, at a minimum, the following information with respect to each Security: (i) the title and type of each Security for which an Access Person holds a direct or indirect Beneficial Interest; (ii) for publicly traded Securities, the ticker symbol or CUSIP number for each such Security; (iii) the principal amount of each Security; (iv) the name of any broker, dealer or bank with whom you, or any members of your Immediate Family, maintain an account in which any Securities are held for your direct or indirect benefit; and (v) the date of submission of the report.

**d. Exemptions from Holdings Reports.** The following Securities are not required to be included in holdings reports made by Access Persons:

- i. Securities held in accounts over which an Access Person has no direct or indirect influence or control;
- ii. Direct obligations of the Government of the United States;
- iii. Bankers' acceptances, bank certificates of deposit, commercial paper and high quality short-term debt instruments, including repurchase agreements; and
- iv. Shares issued by open-end funds.

## **(2) Transaction Reports.**

**a. Quarterly Report.** Within thirty (30) days of the end of each calendar quarter, each Access Person must submit a quarterly report to the CCO, on the form provided for such purpose by the CCO, of all transactions during the calendar quarter in any Securities in which such Access Person has any direct or indirect Beneficial Interest.

**b. Contents of Transaction Reports.** Quarterly Transaction Reports must contain, at a minimum, the following information with respect to each transaction in a Security: (i) the title and type of each Security involved; (ii) for publicly traded Securities, the ticker symbol or CUSIP number for each such Security; (iii) the number of shares, interest rate, and maturity date and principal amount, as applicable, of each Security involved; (iv) the price of the Security at which the transaction was effected; (v) the name of any broker, dealer or bank through which the transaction was effected; and (vi) the date of submission of the report.

**c. Exemptions from Transaction Reports.** The following transactions are not required to be included in Quarterly transactions reports of Access Persons:

- i. Transactions in Securities over which an Access Person has no direct or indirect influence or control;
- ii. Transactions in Direct obligations of the Government of the United States;
- iii. Transactions in Bankers' acceptances, bank certificates of deposit, commercial paper and high quality short-term debt instruments, including repurchase agreements;
- iv. Transactions in shares issued by open-end funds; and
- v. Transactions which are part of an automatic dividend reinvestment plan.

**(ii) Non-Access Persons.**

**(1) Annual Transactions Report.** Within 10 days of the end of each calendar year, each Non-Access Person shall make a written report to the CCO of all transactions by which they acquired or disposed of a direct or indirect Beneficial Interest in any Covered Security.

**(2) Form.** Each annual report shall be provided on the form "Annual Securities Transactions Confidential Report of Non-Access Persons" form attached hereto as Schedule B, which form shall set forth the information regarding each transaction requested in the form. Schedule B may be amended from time to time by the CCO, who shall promptly provide any forms so amended to all Non-Access Persons.

**(3) Filing.** A copy of all reports submitted pursuant to this Section (e), with all required signatures, shall be retained by the CCO.

**(iii) Disclaimer.** Any report made by an Access Person or Non-Access Person under this Section (e) may contain a statement that the report is not to be construed as an admission that the person making it has or had any direct or indirect Beneficial Interest in any Security or Covered Security to which the report relates.

**(iv) Responsibility to Report.** It is the responsibility of all Covered Persons to take the initiative to provide each report required to be made by them under this Policy. Any effort by the Company to facilitate the reporting process does not change or alter that responsibility.

**(f) Confidentiality of Transactions**

Until disclosed in a public report to stockholders or to the SEC in the normal course, all information concerning Securities being considered for purchase or sale by the Company shall be kept confidential by all Access Persons and disclosed by them only on a "need to know" basis. It shall be the responsibility of the Compliance Officer to report any inadequacy found by him or her to the Board of Directors of the Company or any committee appointed by the Board of Directors to deal with such information.

**(g) Sanctions**

Any violation of this Policy shall be subject to the imposition of such sanctions by the Company as may be deemed appropriate under the circumstances to achieve the purposes of the Investment Company Act and this Policy, which may include suspension or termination of employment, a letter of censure or restitution of an amount equal to the difference between the price paid or received by the Company and the more advantageous price paid or received by the offending person. Sanctions for violation of this Policy by a director of the Company will be determined by a majority vote of the independent directors of the Company.

**(h) Administration and Construction**

**(i) Administration.** The administration of this Policy shall be the responsibility of the CCO of the Company.

**(ii) Duties.** The duties of the CCO under this Policy include: (1) continuous maintenance of a current list of the names of all Access and Non-Access Persons, with an appropriate description of their title or employment; (2) providing each Covered Person a copy of this Policy and informing them of their duties and obligations hereunder, and assuring that Covered Persons are familiar with applicable requirements of this Policy; (3) supervising the implementation of this Policy and its enforcement by the Company; (4) maintaining or supervising the maintenance of all records and reports required by this Policy; (5) preparing listings of all transactions effected by any Access Person within thirty (30) days of the date on which the same security was held, purchased or sold by the Company; (6) determining whether any particular securities transaction should be exempted pursuant to the provisions of this Policy; (7) issuing either personally or with the assistance of counsel, as may be appropriate, any interpretation of this Policy which may appear consistent with the objectives of the Investment Company Act and this Policy; (8) conducting of such inspections or investigations, including scrutiny of the listings referred to in the preceding subparagraph, as shall reasonably be required to detect and report, with recommendations, any apparent violations of this Policy to the Board of Directors of the Company or any Committee appointed by them to deal with such information; and (9) submitting a quarterly report to the directors of the Company containing a description of any violation and the sanction imposed; transactions which suggest the possibility of a violation of interpretations issued by and any exemptions or waivers found appropriate by the CCO; and any other significant information concerning the appropriateness of this Policy.

**(i) Required Records.**

The Compliance Officer shall maintain and cause to be maintained in an easily accessible place, the following records:

**(i) Code of Ethics and Policies.** Copies of the Code of Ethics into which this Policy has been incorporated, this Policy, and any other codes of ethics or insider trading policies adopted pursuant to the Investment Company Act which have been in effect during the past five (5) years;

**(ii) Violations.** A record of any violation of Rule 17 of the Investment Company Act and of any action taken as a result of such violation;

**(iii) Reports.** A copy of each report made by the CCO within two (2) years from the end of the fiscal year of the Company in which such report or interpretation is made or issued, and for an additional three (3) years in a place which need not be easily accessible; and

**(iv) List.** A list of all persons who are, or within the past five (5) years have been, required to make reports pursuant to the Investment Company Act and any Rule 17 thereof.

**(j) Amendments and Modifications**

This Policy may not be amended or modified except in a written form which is specifically approved by majority vote of the independent directors of the Company.

This Policy was adopted by the Company' Boards of Directors, including the independent directors, on March 22, 2007.

**SCHEDULE A**

**TRIANGLE CAPITAL CORPORATION'S INSIDER TRADING POLICY**

**Request For Permission  
To Engage In Personal Transaction**

I hereby request permission to effect a transaction in securities as indicated below for my own account or other account in which I have a beneficial interest or legal title.

(Use approximate dates and amounts of proposed transactions.)

**PURCHASES AND ACQUISITIONS**

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| Date | IPO or<br>Limited<br>Offering | No. of<br>Shares or<br>Principal<br>Amount | Name of Security | Unit Price | Total Price | Broker |
|------|-------------------------------|--|------------------|------------|-------------|--------|
|      |                               |  |                  |            |             |        |
|      |                               |  |                  |            |             |        |

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**SALES AND OTHER DISPOSITIONS**

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|  |  |  |  |  |  |  |

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**Name:** \_\_\_\_\_ **Request Date:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

Permission Granted

Permission Denied

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Clearing Officer)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Clearing Officer)

Request to Engage in personal Securities Transaction

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**SCHEDULE B**

**TRIANGLE CAPITAL CORPORATION'S INSIDER TRADING POLICY**

**Annual Securities Transactions  
Confidential Report Of Non-Access Persons**

The following schedule lists all transactions during the year ending December 31, \_\_\_ in which I had any direct or indirect Beneficial Interest in any Covered Security. Capitalized terms used in this schedule have the meanings given them in the Insider Trading Policy as adopted by the Board of Directors of the Company. *(If no transactions took place you may write "None")*.

**PURCHASES AND ACQUISITIONS**

| <b><u>Date</u></b> | <b><u>No. of<br/>Shares or<br/>Principal<br/>Amount</u></b> | <b><u>Name of Security</u></b> | <b><u>Unit Price</u></b> | <b><u>Total Price</u></b> | <b><u>Broker</u></b> |
|--------------------|---|--------------------------------|--------------------------|---------------------------|----------------------|
|                    |   |                                |                          |                           |                      |
|                    |   |                                |                          |                           |                      |
|                    |   |                                |                          |                           |                      |

**SALES AND OTHER DISPOSITIONS**

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If you wish to disclaim Beneficial Ownership of any of the Covered Securities listed above, please check the statement below and describe the Securities for which you disclaim Beneficial Ownership.

*This report is not to be construed as an admission that the person making it has or had any direct or indirect Beneficial Interest in the following Securities to which this report relates:*

For the year ending \_\_\_\_\_

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Quarterly Securities Transactions Report

**LIST OF SUBSIDIARIES**

Triangle Mezzanine Fund LLLP, a North Carolina limited liability limited partnership  
New Triangle GP, LLC, a North Carolina limited liability company.



**Certification of Chief Executive Officer of Triangle Capital Corporation  
pursuant to Rule 13a-14(a) under the Exchange Act,  
as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Garland S. Tucker III, as Chief Executive Officer, certify that:

1. I have reviewed this annual report on Form 10-K of Triangle Capital Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (c) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ GARLAND S. TUCKER III

Garland S. Tucker III  
Chief Executive Officer

March 29, 2007

**Certification of Chief Financial Officer of Triangle Capital Corporation  
pursuant to Rule 13a-14(a) under the Exchange Act,  
as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Steven C. Lilly, as Chief Financial Officer, certify that:

1. I have reviewed this annual report on Form 10-K of Triangle Capital Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (c) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ STEVEN C. LILLY

Steven C. Lilly  
Chief Financial Officer

March 29, 2007

CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Triangle Capital Corporation (the "Company") on Form 10-K for the period ending December 31, 2006 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Garland S. Tucker III, as Chief Executive Officer of the Company, certify, pursuant to and for the purposes of 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ GARLAND S. TUCKER III

Garland S. Tucker III  
Chief Executive Officer

March 29, 2007

CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Triangle Capital Corporation (the "Company") on Form 10-K for the period ending December 31, 2006 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Steven C. Lilly, as Chief Financial Officer of the Company, certify, pursuant to and for the purposes of 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ STEVEN C. LILLY

Steven C. Lilly  
Chief Financial Officer

March 29, 2007