

Owl Rock Capital Corporation II

Transfer Form



1 | Transferor / Current Shareholder Information (Completed by Current Shareholder, required)

Current Account Registration _____

Current Account Number _____ SSN/Tax ID _____

Address _____ City _____ State _____ Zip _____

2 | Shares to Transfer and Reason for Transfer (required)

Amount to Transfer – Select One:

- Transfer all shares of common stock
- Partial Transfer of common stock (Complete the below if selected)

Number of Shares to Transfer _____

Reason for Transfer – Select One:

- Re-Registration (Change of, Name, TTEE, Divorce/Separation, etc.)
- Inheritance
- Other (specify) _____

Relationship to Transferee(s) _____

3 | Transferor Signatures (required)

By signing below, the Transferor hereby represents and warrants to the Adviser and the Transferee that [he/she/it]:

- This transfer form (the “Agreement”) has been duly authorized, executed and delivered by the Transferor and, upon acceptance by the Adviser, will constitute the valid and legally binding agreement of the Investor enforceable in accordance with its terms against the Transferor;
- immediately prior to the transfer of the shares of the Owl Rock Capital Corporation II (the “Company”), hereof (the “Assigned Interests”) to the Transferee, the Transferor is the sole legal, beneficial, and record owner of the Assigned Interests, and has good title thereto, free and clear of any claim, lien, pledge, option, charge, security interest, or encumbrance of any nature whatsoever, including, without limitation, any rights of first refusal or other agreements restricting the transferability of the Assigned Interests;
- has full power and authority to execute this Agreement;
- the execution and delivery of this Agreement will not violate any applicable law, or the terms of any agreement, contract, or other instrument by which [he/she/it] is bound or to which the Assigned Interests may be subject;
- there are no judgments, orders, decrees, injunctions, or suits existing, pending or, to the best of the Transferor’s knowledge, threatened that prevent the execution or consummation of this Agreement by the Transferor or the assignment of the Assigned Interests to the Transferee;
- no agent, finder or broker, acting on behalf of or under the authority of the Transferor, is or will be entitled to any broker’s or finder’s fee or any other similar commission or fee in connection with the transactions contemplated hereby. Transferor hereby agrees that it will indemnify and save harmless the Transferee from and against any and all loss, liability, damage, cost, or expense (including reasonable attorneys’ fees) incurred by the Transferee arising out of or resulting from: (i) the inaccuracy or incorrectness of any representation or warranty made by the Transferor to the Transferee in this Agreement or (ii) the failure of the Transferor to duly perform any covenant or agreement to be performed under this Agreement; and
- If this Agreement is for the partial transfer of the Transferor’s shares of Common Stock the Transferor covenants and agrees that the Transferor shall remain solely liable to the Company for the performance of any obligations that remain in effect under the Transferor Subscription Agreement following transfer of the Assigned Interests.

Signature of Transferor

Title of Transferor

Custodian Signature

Signature of Co-Transferor

Title of Joint Transferor

Custodian Signature

1 | Transferee / New Shareholder Information (Completed by the New Shareholder, required)

Taxable Account Type

- Individual*
- Joint Tenants with Right of Survivorship*
- Community Property
- Tenants in Common
- Entity
- Uniform Gift / Transfer to Minors
State of _____
- Other _____

Non-Taxable Account Type

- Traditional IRA
- Roth IRA
- SEP IRA
- Rollover IRA
- Beneficial IRA
- Pension Plan
- Tax Exempt Trust
- Profit Sharing Plan
- Non-Profit Organization
- Other _____

Custodian Information (If applicable)

Custodian Name _____
 Custodian TaxID _____
 Client Account # _____

X
Custodian Signature

*A Transfer on Death designation can be applied to this account type. Please email ServiceDesk@blueowl.com to request the appropriate form.

Entity Information (Trustee(s) and/or Authorized Signatory(s) (Information must be provided)

The information provided must be compliant with IRS Form W-9 and related instructions. Please refer to www.IRS.gov for Form W-9.

Select One Partnership Trust S-Corp C-Corp LLC Other _____

Entity Name _____

Tax ID Number _____ Date of Formation (mm/dd/yyyy) _____ Exemptions _____
See form W-9 instructions

Entity Address _____ City _____ State _____ Zip _____

Jurisdiction _____ Exempt Payee Code _____ Exemption from FATCA Reporting Code _____
If Non-U.S., please provide a completed W-8. If Any If Any

Investor Name (Investor / Trustee / Executor / Authorized Signatory Information)

Name (first, middle, last) _____

Social Security Number _____ Date of Birth (mm/dd/yyyy) _____

Residential Street Address _____ City _____ State _____ Zip _____

Phone _____ Title _____

Are you a U.S. Person? Yes No Country (If non-U.S., Form W-8 is required) _____

Co-Investor Name (Co-Investor / Co-Trustee / Co-Authorized Signatory Information)

Name (first, middle, last) _____

Social Security Number _____ Date of Birth (mm/dd/yyyy) _____

Residential Street Address _____ City _____ State _____ Zip _____

Phone _____ Title _____

Are you a U.S. Person? Yes No Country (If non-U.S., Form W-8 is required) _____

5 | Important Information Rights, Certification and Authorizations

Substitute IRS Form W-9 Certification:

Under penalties of perjury, I certify that:

1. The taxpayer identification number shown on this subscription agreement in Section 2 or 3 is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service ("IRS") that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined in IRS Form W-9 instructions), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct

Certification Instructions: You must cross out certification 2 if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. Non-U.S. persons should cross out certifications 1 through 3 above and must complete and provide us with a valid IRS Form W-8.

By signing below, the Transferee hereby represents and warrants to the Adviser and the Transferor that [he/she/it]:

- The Agreement has been duly authorized, executed and delivered by the Transferee and, upon acceptance by the Adviser, will constitute the valid and legally binding agreement of the Investor enforceable in accordance with its terms against the Transferee;
- has full power and authority to execute and deliver this Agreement;
- the execution and delivery of this Agreement will not violate any applicable law, or the terms of any agreement, contract, or other instrument by which [he/she/it] is bound;
- is acquiring the Assigned Interests for [his/her/its] own account for investment purposes only and not with a view to resale or distribution;
- there are no judgments, orders, decrees, injunctions, or suits existing, pending or, to the best of the Transferee's knowledge, threatened that prevent the execution or consummation of this Agreement by the Transferee; and
- no agent, finder or broker, acting on behalf of or under the authority of the Transferee, is or will be entitled to any broker's or finder's fee or any other similar commission or fee in connection with the transactions contemplated hereby. The Transferee hereby agrees that it will indemnify and save harmless Transferor from and against any and all loss, liability, damage, cost, or expense (including reasonable attorneys' fees) incurred by the Transferor arising out of or resulting from: (i) the inaccuracy or incorrectness of any representation or warranty made by the Transferee to the Transferor in this Agreement or (ii) the failure of the Transferee to duly perform any covenant or agreement to be performed under this Agreement. The Transferee understands that: the Assigned Interests have not been registered under the Securities Act, the securities laws of any state of the United States or the securities laws of any other jurisdiction, nor is such registration immediately contemplated by the Company.

The Transferee declares that the information supplied herein, including the representations and warranties set forth above is true and correct and may be relied upon by the Company and that all Transferees acting in a representative capacity for a corporation, partnership, trust or other entity has full authority to execute this Agreement in such capacity.

Signature of Transferee

Date (mm/dd/yyyy)

Signature of Co-Transferee

Date (mm/dd/yyyy)

6 | Delivery Instructions

Email: OwlRock.Docs@dtsystems.com

Regular Mail: Blue Owl c/o DST Systems Inc. as Processing Agent P.O. Box 219398 Kansas City, MO 64121-9398

Express/Overnight: Blue Owl c/o DST Systems Inc. as Processing Agent STE 219398 430 w 7th Kansas City, MO 64105-1407

Fax: 1 844 643 0431

Please direct service related inquiries to:

Email: ServiceDesk@blueowl.com

Phone: 1 844 331 3341