

Offer to Purchase and Assignment Form

By

Cox Capital Retail Secondaries Fund I, LP

Cox Capital Retail Secondaries GP I, LLC

Cox Capital BDC Co-Invest 1a

Cox Capital BDC Co-Invest 1b

For Up to **737,100** Shares of Common Stock at a Purchase Price Equal to **\$20.35** per Share, Subject to the Purchaser's Reserved Right to Accept Up to **9,370,886** Additional Shares as Described Herein

The Offer and Withdrawal Rights Will Expire at 5:00 P.M., Eastern Time, on **November 14, 2026**, Unless the Offer is Extended

HOW TO SELL YOUR SHARES

This is a voluntary offer by the Purchaser to buy your Shares of Apollo Debt Solutions BDC for cash. If you would like to sell some or all of your Shares, complete, sign, and return the Assignment Form included at the end of this document so that it is received before the Expiration Date. If you do not wish to sell, no action is required. This document is not a communication from Apollo Debt Solutions BDC or its transfer agent, and your investment is unaffected if you choose not to participate.

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., EASTERN TIME, ON **NOVEMBER 14, 2026**, OR ANY OTHER DATE AND TIME TO WHICH THE PURCHASER EXTENDS THE OFFER (SUCH DATE AND TIME WITH RESPECT TO THE OFFER, AS IT MAY BE EXTENDED, THE "EXPIRATION DATE"), UNLESS EARLIER TERMINATED.

Cox Capital Retail Secondaries Fund I, LP, a Delaware limited partnership (the "**Purchaser**"), is offering to purchase up to **737,100** shares of **Class I** common stock, par value **\$0.01** per share ("**Share(s)**"), of **Apollo Debt Solutions BDC** (the "**Company**") at a purchase price of **\$20.35** per Share (the "**Offer Price**"), in cash, without interest, upon the terms and subject to the conditions set forth in this Offer to Purchase and in the related Assignment Form, as each may be amended or supplemented from time to time, which together constitute the "**Offer**." The Company has reported a net asset value per Share of **\$23.84** as of **August 31, 2026** (the "**NAV**"). The Offer Price represents a **14.6% discount** to the NAV. **In addition, the Purchaser has expressly reserved the right to accept for payment up to 9,370,886 additional Shares — representing not more than two percent (2.0%) of the outstanding Shares — without amending or extending the Offer and without prior notice or public announcement, as permitted by Rule 14e-1(b) under the Securities Exchange Act of 1934, as amended, and as described in Section 1 ("Offer to Purchase and Price") and Section 3 ("Amount of Tender") of this Offer to Purchase.**

Cox Capital Retail Secondaries GP I, LLC, a Delaware limited liability company ("**Cox GP**"), which serves as the general partner of the Purchaser, and Cox Capital General Partner, LLC, a Delaware limited liability company ("**Cox Advisor**"), which serves as the investment manager of the Purchaser, are being named as bidders in the Offer, because they may be deemed to control the Purchaser, but are otherwise not directly purchasing Shares in the Offer. **Cox Capital BDC Co-Invest 1a, a Delaware limited partnership, and Cox Capital BDC Co-Invest 1b, a Delaware limited partnership** (each a "**Cox Co-Invest Entity**") and, collectively, the "**Cox Co-Invest Entities**") are being named as bidders in the Offer because they are under common control with the Purchaser through Cox GP and will participate in the economics of the Offer pursuant to a

post-closing allocation of Shares from the Purchaser. The Purchaser, Cox GP, Cox Advisor, and the Cox Co-Invest Entities are collectively referred to herein as the “**Offeror Group**.” Only the Purchaser is directly purchasing Shares in the Offer; the other members of the Offeror Group are named as bidders solely by virtue of their control of, or co-investment relationship with, the Purchaser.

Neither the Purchaser nor any other member of the Offeror Group is affiliated with the Company or its management.

The Offer is for less than five percent (5%) of the outstanding Shares of the Company. Accordingly, the Offer is not subject to the filing requirements of Section 14(d) of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), or Regulation 14D promulgated thereunder, including the filing of a Tender Offer Statement on Schedule TO. The Offer is, however, being conducted in accordance with all applicable provisions of Section 14(e) of the Exchange Act and Regulation 14E promulgated thereunder, including, without limitation, Rules 14e-1 through 14e-8. The Purchaser has nevertheless elected, as a matter of disclosure practice, to provide shareholders of the Company (each, a “**Shareholder**”) with disclosure substantially comparable in scope to that which would be provided in a tender offer subject to Schedule TO.

Shareholders desiring to tender all or any portion of their Shares in accordance with the terms of the Offer should complete and sign the attached Assignment Form, which must be received by the Purchaser according to the instructions contained in the Assignment Form and the procedures set forth in Section 2 (“*Procedures for Tendering Shares*”) below. If the number of Shares properly tendered prior to the Expiration Date exceeds the number of Shares the Purchaser has offered to purchase, the Purchaser will not accept such excess Shares, and the Purchaser will purchase properly tendered Shares from tendering Shareholders on a pro rata basis. Any Shares not purchased in the Offer will be returned to the tendering Shareholders promptly after the Expiration Date. The Offer is subject to certain conditions and limitations and should not in any way be viewed as the equivalent of a secondary market. The Shares are not traded on any established trading market.

Shareholders who hold their Shares through Charles Schwab & Co., Inc. should review the discussion in Section 2 (“*Procedures for Tendering Shares*”) and Section 12 (“*Fees and Expenses*”) below regarding the role of Central Trade and Transfer, LLC, a branch office of Orchard Securities, LLC, in the processing of Schwab-held tenders.

Questions and requests for assistance, and requests for additional copies of this Offer to Purchase or the related Assignment Form, may be directed to:

Cox Capital Partners 100 Front Street, STE 390 Conshohocken, PA 19428 Phone: (484) 840-5281 Email: service@coxcp.com Website: www.coxcp.com

IMPORTANT

No independent person has been retained to evaluate or render any opinion with respect to the fairness of the Offer Price, and no representations are made by the Purchaser, the other members of the Offeror Group, or any of their respective affiliates as to such fairness. Other measures of the value of the Shares may be relevant to Shareholders. Shareholders are urged to consider carefully all of the information contained herein and to consult with their own advisers — tax, financial, or otherwise — in evaluating the terms of the Offer before deciding whether to tender Shares.

The Offer is not made with any current view toward, or plan or purpose of, acquiring Shares in a series of successive and periodic offers. Nevertheless, the Purchaser reserves the right to gauge the response to this solicitation and may consider future offers. Factors affecting the Purchaser’s future interest in acquiring additional Shares include, but are not limited to, the relative success of the current Offer, any increase or decrease in the availability of capital for investment by the Offeror Group and its affiliates, the current diversification and performance of the Purchaser’s portfolio, the development of any public market in the Shares or actions by unrelated parties to tender for or purchase Shares, the status of and changes and trends in the Company’s operations, and financial market developments and trends.

The Offer has not been approved or disapproved by the Securities and Exchange Commission or by any state securities commission, neither has the Securities and Exchange Commission nor any state securities commission passed upon the fairness or merits of the Offer or upon the accuracy or adequacy of the information contained in this document. Any representation to the contrary is unlawful.

WE RECOMMEND THAT YOU CONSULT YOUR OWN FINANCIAL AND TAX ADVISORS AND READ CAREFULLY AND EVALUATE THE INFORMATION IN THIS OFFER TO PURCHASE AND IN THE ASSIGNMENT FORM, INCLUDING OUR REASONS FOR MAKING THE OFFER, BEFORE TAKING ANY ACTION WITH RESPECT TO THE OFFER. SEE SECTION 1 UNDER “THE OFFER.”

THE STATEMENTS MADE IN THIS OFFER TO PURCHASE ARE MADE AS OF THE DATE ON THE COVER PAGE AND THE STATEMENTS INCORPORATED BY REFERENCE ARE MADE AS OF THE DATE OF THE DOCUMENTS INCORPORATED BY REFERENCE. THE DELIVERY OF THIS OFFER TO PURCHASE AND THE RELATED ASSIGNMENT FORM SHALL NOT UNDER ANY CIRCUMSTANCES CREATE ANY IMPLICATION THAT THE INFORMATION CONTAINED HEREIN OR INCORPORATED BY REFERENCE IS CORRECT AS OF A LATER DATE, OR THAT THERE HAS NOT BEEN ANY CHANGE IN SUCH INFORMATION OR IN OUR AFFAIRS SINCE SUCH DATES.

Questions and requests for assistance and requests for additional copies of the Offer may be directed to:

Cox Capital Partners 100 Front Street, STE 390 Conshohocken, PA 19428 Phone: (484) 840-5281 Email: service@coxcp.com

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SUMMARY TERM SHEET

We are providing this summary term sheet for your convenience. This summary highlights certain material information in this Offer to Purchase, but it does not describe all of the details of the Offer to the same extent as described elsewhere in this Offer to Purchase. To understand the Offer fully and for a more complete description of the terms of the Offer, we urge you to read carefully this entire Offer to Purchase, the Assignment Form, and the other documents that constitute part of the Offer. We have included references to the sections of this Offer to Purchase under the heading “The Offer” where you will find a more complete description of the topics in this summary. Unless the context otherwise requires, references to “we,” “us,” and “our” in this Summary Term Sheet are to the Offeror Group; references to “the Purchaser” are to Cox Capital Retail Secondaries Fund I, LP, the sole entity directly purchasing Shares in the Offer.

Cox Capital Retail Secondaries Fund I, LP, a Delaware limited partnership (the “**Purchaser**”), is offering to purchase up to **737,100** shares of **Class I** common stock, par value **\$0.01** per share (“**Share(s)**”), of **Apollo Debt Solutions BDC** (the “**Company**”) at a purchase price of **\$20.35** per Share (the “**Offer Price**”), in cash, without interest, upon the terms and subject to the conditions set forth in this Offer to Purchase and in the related Assignment Form, as each may be amended or supplemented from time to time, which together constitute the “**Offer**.” The following are some of the questions you, as a shareholder of the Company (each, a “**Shareholder**”), may have and answers to those questions.

The information concerning the Company contained herein and elsewhere in this Offer has been taken from or is based upon publicly available documents or records of the Company on file with the U.S. Securities and Exchange Commission (the “SEC”) or other public sources at the time of the Offer. The Purchaser has not independently verified the accuracy and completeness of such information. The Purchaser has no knowledge that would indicate that any statements contained herein relating to the Company taken from or based upon such documents and records filed with the SEC are untrue or incomplete in any material respect.

1. Who is offering to purchase my Shares?

The Purchaser, Cox Capital Retail Secondaries Fund I, LP, a Delaware limited partnership, is the sole entity offering to purchase Shares in the Offer.

Cox Capital Retail Secondaries GP I, LLC, a Delaware limited liability company and the general partner of the Purchaser (“**Cox GP**”), and Cox Capital General Partner, LLC, a Delaware limited liability company and the investment manager of the Purchaser (“**Cox Advisor**”), are being named as bidders in the Offer. Cox GP and Cox Advisor are being named as bidders, since, as the general partner and investment manager of the Purchaser, respectively, such entities may be deemed to control the Purchaser and, therefore, deemed to be making the Offer by virtue of such control. Neither Cox GP nor Cox Advisor is directly purchasing Shares in the Offer.

Cox Capital BDC Co-Invest 1a and **Cox Capital BDC Co-Invest 1b** (each a “**Cox Co-Invest Entity**” and, collectively, the “**Cox Co-Invest Entities**”), are also being named as bidders in the Offer. Each Cox Co-Invest Entity is a Cox-affiliated investment vehicle under common control with the Purchaser through Cox GP. No Cox Co-Invest Entity is directly purchasing Shares in the Offer. Additional Cox-affiliated co-invest vehicles may be named as bidders and considered a Cox Co-Invest Entity, in which case, additional Schedules will be added to the Offer accordingly.

The Purchaser, Cox GP, Cox Advisor, and the Cox Co-Invest Entities are collectively referred to herein as the “**Offeror Group**.” There is no third-party purchaser, financier, sponsor, or consultant participating in the Offer.

The Shares subject to the Offer represent approximately **0.16%** of the outstanding Class I Shares as of **August 10, 2026**. The Offer, which commences on **September 25, 2026**, will remain open until 5:00 p.m., Eastern Time, on **November 14, 2026** (the “**Expiration Date**”), unless extended or earlier terminated.

2. What is the Purchaser offering to purchase?

The Purchaser is offering to purchase up to **737,100** shares of the Company’s **Class I** common stock (the “**Shares**”). See Section 1 under “The Offer.”

3. What will be the purchase price for the Shares and what will be the form of payment?

The Purchaser is offering \$20.35 per Share, in cash, without interest. The Offer Price represents a **14.6% discount** to the Company’s most recently reported net asset value per Share of \$23.84 as of **August 31, 2026**. In determining the Offer Price, the Purchaser analyzed a number of quantitative and qualitative factors, including, but not limited to: (i) the Company’s most recently reported NAV per Share; (ii) the lack of an established secondary trading market for the Shares and the resulting illiquidity of an investment in the Company; (iii) the application of a discount to NAV reflecting the illiquidity premium customarily applicable to shares of non-traded business development companies; and (iv) the valuation of publicly traded comparable business development companies. The Purchaser applied a discount to NAV with the intention of making a profit by holding the Shares until they can be liquidated. No independent person has been retained to evaluate or render any opinion with respect to the fairness of the Offer Price, and no representations are made by the Purchaser as to such fairness; Shareholders are urged to consider all information herein and consult their own advisers before deciding whether to tender Shares.

The Offer Price will be paid in U.S. dollars by wire transfer to the account designated by the Shareholder (or, in the case of a Shareholder whose Shares are held through a custodian or broker-controlled account, to such custodian or broker-controlled account in accordance with applicable rules).

If you own your Shares through a broker, dealer, commercial bank, trust company or other nominee, and your broker, dealer, commercial bank, trust company or other nominee tenders your Shares on your behalf, they may charge you a fee for doing so. You should consult your broker, dealer, commercial bank, trust company or other nominee to determine whether any charges will apply.

See Section 1 and Section 5 under “The Offer.”

4. Why is the Purchaser making the Offer?

The Purchaser is offering to purchase your Shares at \$20.35 per Share (the “Offer Price”), which represents a 14.6% liquidity discount to the Company’s net asset value of \$23.84 per Share as of August 31, 2026. In determining the Offer Price, the Purchaser analyzed: (i) the lack of a secondary market for the Shares and the resulting illiquidity; (ii) the value of the Company’s assets; (iii) the valuation of publicly traded comparable business development companies; and (iv) the Purchaser’s acquisition costs. The Purchaser applies a liquidity discount with the intention of making a profit by holding the Shares until the Company is liquidated, as the Company’s underlying assets may not be liquidated for an indefinite period and the Offer is for illiquid Shares, not the underlying assets. No independent person has been retained to evaluate or render any opinion with respect to the fairness of the Offer Price, and no representations are made by the Purchaser as to such fairness; Shareholders are urged to consider all of the information in this Offer to Purchase and to consult their own advisers before deciding whether to tender.

While the Offer is not made with any current plan to make successive offers, the Purchaser reserves the right to consider future offers, which depend on factors including the current Offer’s success, capital availability, portfolio diversification and performance, the development of any public market in the Shares, and the Company’s operations and financial market trends. See Section 1 under “The Offer.”

5. How many Shares will we purchase in the Offer?

Upon the terms and subject to the conditions of the Offer, the Purchaser will purchase up to **737,100** Shares, representing approximately **0.16%** of the outstanding Class I Shares as of **August 10, 2026**. The Purchaser has also expressly reserved the right to accept for payment up to **9,370,886** additional Shares (representing not more than two percent (2.0%) of the outstanding Shares) without amending or extending the Offer and without prior notice or public announcement, as permitted by Rule 14e-1(b) under the Exchange Act. In no event will the Purchaser purchase five percent (5%) or more of the outstanding Shares of the Company. See Section 1 under “The Offer.”

The Offer is not conditioned on the receipt of any minimum number of Shares being tendered, but it is subject to certain other conditions. See Section 6 under “The Offer.”

6. How and when will the Purchaser(s) pay for the Shares purchased in the Offer?

If the Purchaser accepts the tender of any of your Shares, the Purchaser will pay you cash for those Shares promptly after the Expiration Date. Your proceeds will be funded from the existing capital and assets and the proceeds of capital commitments from limited partners of the Purchaser. The Purchaser’s limited partners are obligated to promptly contribute cash proceeds to the Purchaser when and as called by the Purchaser. Upon contribution of cash proceeds from the Purchaser’s limited partners, the cash and liquid securities necessary to complete the entire purchase will be readily available and committed to that purpose. Other than a limited partner of the Purchaser breaching its contractual obligation to fund a contribution when called by the Purchaser, there are no financing arrangements that may fall through. The Purchaser has no alternative financing plans.

See Section 5 under “The Offer.”

7. How long do I have to tender my Shares?

You may tender your Shares until the Offer expires. The Offer will expire at 5:00 p.m., Eastern Time, on **November 14, 2026**, unless the Purchaser extends or earlier terminates the Offer. Subject to applicable law, the Purchaser may extend the Offer, at any time or from time to time, for any reason, in its sole discretion. See Section 1 and Section 11 under “The Offer.”

Beneficial owners holding their Shares through a broker, dealer, commercial bank, trust company, or other nominee should be aware that their broker, dealer, commercial bank, trust company, or other nominee may establish its own earlier deadlines for participation in the Offer. Accordingly, beneficial owners wishing to participate in the Offer should contact their broker, dealer, commercial bank, trust company, or other nominee as soon as possible in order to determine the times by which such owner must take action in order to participate in the Offer. See Section 2 under “The Offer.”

8. Can the Offer be amended or terminated, and if so, under what circumstances?

Subject to applicable law, the Purchaser also expressly reserves the right, at any time or from time to time, to amend the terms of the Offer in any respect prior to the Expiration Date. If the Offer is terminated, no Shares will be accepted for

purchase, and any Shares that have been tendered in the Offer will be returned to the holders promptly after the termination. See Section 6 and Section 11 under “The Offer.”

9. How will I be notified if you extend the Offer or amend the terms of the Offer?

If required by applicable law to announce an extension of the Expiration Date, an amendment of the Offer, or otherwise, we will do so by making a public announcement in a press release and on the Cox Capital Partners’ website, www.coxcp.com, as promptly as practicable and, in the case of any extension of the Expiration Date, no later than 9:00 a.m., Eastern Time, on the business day after the previously scheduled Expiration Date. See Section 11 under “The Offer.” If the Purchaser extends the Offer, you may withdraw your Shares that have been tendered until the Expiration Date, as extended.

10. How do I tender my Shares?

Once you receive the Offer materials, which consist of this Offer to Purchase, the related Assignment Form, and any amendments or supplements thereto, you should read them carefully and, if you decide to tender, complete and submit the Assignment Form together with any other documents required by the Assignment Form. These materials must be received by the Purchaser, in proper form, before 5:00 p.m., Eastern Time, on the Expiration Date (unless the Offer is extended by the Purchaser, in which case the new deadline will be as stated in the public announcement of the extension).

- **If you hold your Shares through Charles Schwab & Co., Inc.:** your tender will be processed through Central Trade and Transfer, LLC, a branch office of Orchard Securities, LLC (“**Central Trade and Transfer**”). Please refer to Section 2 (“*Procedures for Tendering Shares*”) and Section 12 (“*Fees and Expenses*”) for further detail.

The Purchaser is not making the Offer to, and will not accept any tendered Shares from, Shareholders in any jurisdiction or in any circumstances where it would be illegal to do so. However, the Purchaser may, at its discretion, take any actions necessary for it to make the Offer to Shareholders in any such jurisdiction.

You may contact the Purchaser for assistance. The contact information for the Purchaser is set forth on the back cover of this Offer to Purchase. See Section 2 under “The Offer” and the Instructions to the Assignment Form.

11. May I tender only a portion of the Shares that I hold?

Yes. You do not have to tender all or any minimum number of the Shares that you own to participate in the Offer.

12. What happens to distributions from the Company while the Offer is pending?

You are entitled to any distributions that are paid while the Offer is open. If the record date for any such distribution occurs prior to the expiration of the Offer, you are also entitled to such distribution.

13. Once I have tendered Shares in the Offer, may I withdraw my tendered Shares?

Yes. You may withdraw any Shares you have tendered at any time before 5:00 p.m., Eastern Time, on **November 14, 2026**, or any later Expiration Date if the Offer is extended. See Section 4 under “The Offer.”

14. How do I withdraw Shares I previously tendered?

To properly withdraw Shares, you must deliver, on a timely basis, a written notice of your withdrawal to the Purchaser at the address appearing on the back cover of this Offer to Purchase. A form to use to give notice of withdrawal is enclosed with this Offer to Purchase. Your Notice of Withdrawal must specify your name, the number of Shares to be withdrawn, and the name of the registered holder of the Shares. It must also be accompanied by a Medallion Signature Guarantee.

15. Will I have to pay brokerage commissions if I tender my Shares?

If you are a registered Shareholder and you tender your Shares directly to the Purchaser, you will not incur any brokerage commissions. If you hold Shares through a broker, dealer, commercial bank, trust company, or other nominee, and your broker, dealer, commercial bank, trust company or other nominee tenders your Shares on your behalf, your broker, dealer, commercial bank, trust company or other nominee may charge you a fee for doing so. We urge you to consult your broker, dealer, commercial bank, trust company, or other nominee to determine whether any transaction costs are applicable. See Section 2 and Section 12 under “The Offer.” The Purchaser will pay a processing fee to Central Trade and Transfer in

connection with Shares tendered through Charles Schwab & Co., Inc. and may pay processing fees to other platforms or intermediaries that transmit completed tender materials through such other platforms. See Section 12 under “The Offer.”

16. Will I have to pay stock transfer tax if I tender my Shares?

If you instruct the Purchaser in the Assignment Form to make the payment for the Shares to the registered holder, you will not incur any stock transfer tax. If your account is held in custody — such as an IRA or another broker-controlled account — the Purchaser is required to send your proceeds to your custodial account, in which case, you should consult your tax advisor as to whether you will incur any stock transfer taxes.

17. What are the United States federal income tax consequences if I tender my Shares?

The receipt of cash for your tendered Shares will generally be treated as a taxable transaction for U.S. federal income tax purposes. You will generally recognize gain or loss in an amount equal to the difference between (a) the cash you receive in the Offer and (b) your tax basis in the Shares you sell in the Offer. That gain or loss will be capital gain or loss if the Shares are capital assets in your hands, and will be long-term capital gain or loss if the Shares have been held for more than one year at the time of the exchange of your Shares for cash. The Company has elected to be treated as a regulated investment company (“RIC”) under Subchapter M of the Internal Revenue Code of 1986, as amended (the “Code”), and the discussion below assumes the Company remains a RIC in good standing. Tendering Shareholders are urged to consult their tax advisors regarding the applicability of U.S. federal withholding, including eligibility for a withholding tax reduction or exemption and the refund procedure, upon the cash received in exchange for Shares. We recommend that you review Section 10 under “The Offer” and consult with your tax advisor with respect to your particular situation.

18. Is the Offer subject to any conditions?

Yes. The Offer is being made to all Shareholders and is not conditioned on any minimum amount of Shares being tendered. There is no financing condition to the Offer. The Offer, however, is subject to other conditions. For information about the conditions pursuant to which the Purchaser may cancel or amend the Offer or postpone the acceptance of Shares tendered, see Section 6 under “The Offer.”

19. Who should I contact with questions about the Offer?

The Purchaser can help answer your questions. The contact information is set forth below.

Cox Capital Partners 100 Front Street, STE 390 Conshohocken, PA 19428 Phone: (484) 840-5281 Email: service@coxcp.com

THE OFFER

Section 1. Offer to Purchase and Price.

The Purchaser will purchase, upon the terms and subject to the conditions of the Offer, up to **737,100** of those outstanding Shares (the “Offer Amount”) that are properly tendered by, and not withdrawn (in accordance with Section 4 below) before, the Expiration Date. The Offer Amount represents approximately 0.16% of the Company’s outstanding Class I Shares as of August 10, 2026, calculated on the basis described in the following paragraph.

In addition, the Purchaser expressly reserves the right, exercisable in its sole discretion at any time prior to acceptance for payment, to accept for payment and purchase up to **9,370,886** additional Shares, representing not more than two percent (2.0%) of the outstanding Shares (calculated in accordance with Section 14(d)(3) of the Exchange Act based on **468,544,335** Class I Shares outstanding as of August 10, 2026, as reported on the cover page of the Company’s **Quarterly Report on Form 10-Q** for the quarter ended June 30, 2026, filed with the SEC on August 10, 2026), without amending or extending the Offer, without extending withdrawal rights, and without prior notice or public announcement, as permitted by Rule 14e-1(b) under the Exchange Act. The Purchaser is under no obligation to purchase any Shares in excess of the Offer Amount, and Shareholders should not tender Shares in the expectation that the Purchaser will do so; provided, however, that in no event

will the Purchaser purchase a number of Shares that would result in the Purchaser (together with its affiliates) beneficially owning five percent (5%) or more of the outstanding Shares of the Company.

The Purchaser is offering to purchase your Shares of the Company, in whole or in part, for the Offer Price of **\$20.35** per Share. The Company has reported a net asset value per Share of **\$23.84** as of **August 31, 2026** (the “NAV”). The Offer Price represents a **14.6% discount** to the NAV.

In determining the Offer Price, the Purchaser analyzed a number of quantitative and qualitative factors, including, but not limited to: (i) the Company’s most recently reported NAV per Share; (ii) the lack of an established secondary trading market for the Shares and the resulting illiquidity of an investment in the Company; (iii) the application of a discount to NAV reflecting the illiquidity premium customarily applicable to shares of non-traded business development companies; and (iv) the valuation of publicly traded comparable business development companies. The Purchaser is offering to purchase Shares, which are an illiquid investment, and is not offering to purchase the Company’s underlying assets. The Purchaser understands that the Company’s NAV is based upon the valuation of the assets and liabilities of the Company under the Company’s valuation policies and procedures, but such assets may not be liquidated for an indefinite period of time. Accordingly, the NAV is only one factor used by the Purchaser in arriving at the Offer Price.

The Offer Price represents the price at which the Purchaser is willing to purchase Shares. The Purchaser arrived at the Offer Price by applying a **14.6% liquidity discount** to the NAV. The Purchaser applies such a discount with the intention of making a profit by holding the Shares until the Shares can be liquidated. No independent person has been retained to evaluate or render any opinion with respect to the fairness of the Offer Price, and no representations are made by the Purchaser or any affiliate of the Purchaser as to such fairness. Other measures of the value of the Shares may be relevant to Shareholders. Shareholders are urged to consider carefully all of the information contained herein and to consult with their own advisers, tax, financial, or otherwise, in evaluating the terms of the Offer before deciding whether to tender Shares.

The Offer is not made with any current view toward any plan or purpose of acquiring Shares in a series of successive and periodic offers, and the Purchaser is acquiring the Shares pursuant to the Offer solely for investment purposes. Nevertheless, the Purchaser reserves the right to gauge the response to this solicitation and may consider future offers. Factors affecting the Purchaser’s future interest in acquiring additional Shares include, but are not limited to, the relative success of the current Offer, any increase or decrease in the availability of capital for investment by the Purchaser and its affiliates, the current diversification and performance of the Purchaser’s portfolio, the development of any public market in the Shares or actions by unrelated parties to tender for or purchase Shares, the status of and changes and trends in the Company’s operations, and financial market developments and trends. No appraisal rights are available to the holders of Shares in connection with the Offer.

The Offer will expire at 5:00 p.m., Eastern Time, on **November 14, 2026**.

Section 2. Procedures for Tendering Shares.

Shareholders wishing to tender Shares pursuant to the Offer must complete and execute the attached Assignment Form in accordance with the instructions on such Assignment Form. The completed and executed Assignment Form, together with any other documents required by the Assignment Form, must be received by the Purchaser by 5:00 p.m., Eastern Time, on the Expiration Date.

ALL CUSTODIAL AND BROKER-CONTROLLED ACCOUNTS MUST INCLUDE THE CUSTODIAN AND/OR BROKER-DEALER SIGNATURE. SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY FROM THE CUSTODIAN AND/OR BROKER-DEALER PRIOR TO THE EXPIRATION DATE.

Participation Instructions.

The participation instructions below are intended to be self-contained. Shareholders should follow the instructions applicable to the manner in which their Shares are held:

1. **Registered Shareholders (Shares held directly with the Company’s transfer agent).** Complete and sign the Assignment Form. Because there is no broker or custodian to attest to your signature, you must obtain a Medallion Signature Guarantee pursuant to Rule 17Ad-15 under the Exchange Act from an eligible guarantor institution participating in a Medallion Signature Guarantee program. Mail the completed and signed Assignment Form, together with any required supporting documentation, to the Purchaser at 100 Front Street, STE 390, Conshohocken, PA 19428. If delivery is by mail, registered mail with return receipt requested, properly insured, is recommended.

2. **Shareholders holding Shares in a custodial or broker-controlled account (including IRA accounts and brokerage accounts other than Charles Schwab & Co., Inc.).** Complete and sign the Assignment Form, and submit the completed form to your custodian or broker-dealer for the custodian's or broker-dealer's countersignature. The Assignment Form must include the custodian's or broker-dealer's signature. Once countersigned, the Assignment Form, together with any required supporting documentation, should be transmitted to the Purchaser at the address set forth above (or such other address as the custodian or broker-dealer may direct in accordance with its internal processing requirements).
3. **Shareholders holding Shares through Charles Schwab & Co., Inc.** Tenders of Shares held through Charles Schwab & Co., Inc. are processed by Central Trade and Transfer, LLC, a Utah limited liability company and a branch office of Orchard Securities, LLC ("**Central Trade and Transfer**"), pursuant to arrangements between the Purchaser and Central Trade and Transfer. The processing-fee disclosure applicable to such tenders is set forth in Section 12 below.

Shareholders wishing to confirm receipt of the Assignment Form may contact the Purchaser as set forth in the instructions therein. You are responsible for confirming that the Assignment Form is timely received by the Purchaser for the Offer. All questions as to the validity, form, eligibility (including time of receipt), and acceptance of tenders will be determined by the Purchaser by reference to the requirements of the Offer, and its determination shall be final and binding. The Purchaser reserves the absolute right to reject any or all tenders (i) determined by it to be defective or otherwise not in appropriate form in accordance with the requirements of the Offer or (ii) for which the acceptance of, or payment for, would, in the opinion of counsel for the Purchaser, be unlawful. The Purchaser also reserves the absolute right to waive any of the conditions of the Offer or any defect in any tender with respect to any particular Shares or any particular Shareholder (including, without limitation, the conditions relating to the dates on which Shares must be tendered or withdrawn), and the Purchaser's interpretation of the terms and conditions of the Offer will be final and binding.

Unless waived, any defects or irregularities in connection with tenders must be cured within such time as the Purchaser shall determine. Tenders will not be deemed to have been made until the defects or irregularities have been cured or waived. None of the Offeror Group or any of their agents is obligated to give notice of any defects or irregularities in tenders, nor shall any of them incur any liability for failure to give such notice.

Each tendering Shareholder must also provide the tax certifications required to permit the Purchaser to comply with U.S. federal income tax information reporting and backup withholding rules. United States Holders must furnish a properly completed and signed IRS Form W-9 certifying the Shareholders' taxpayer's identification number and U.S. person status. Non-United States Holders must furnish a properly completed and signed IRS Form W-8BEN, W-8BEN-E, W-8ECI, or W-8IMY (as applicable). Failure to provide a properly completed Form W-9 or applicable Form W8 may result in backup withholding at a rate of 24% of the gross proceeds otherwise payable to the Shareholder. See Section 10 ("Certain U.S. Federal Income Tax Consequences") for further discussion.

Section 3. Amount of Tender.

Subject to the limitations set forth below, Shareholders may tender all or a portion of their Shares. The Offer is being made to all Shareholders and is not conditioned on any minimum number of Shares being tendered.

If less than the Offer Amount, in the aggregate, is properly tendered pursuant to the Offer and not withdrawn, the Purchaser will, on the terms and subject to the conditions of the Offer, purchase all of the Shares so tendered unless the Purchaser elects to cancel or amend the Offer, or postpone acceptance of tenders made pursuant to the Offer, as described in Section 6 ("Certain Conditions of the Offer") below. If more than the Offer Amount, in the aggregate, is duly tendered to the Purchaser before the expiration of the Offer and not withdrawn pursuant to Section 4 ("Withdrawal Rights") below, the Purchaser will accept Shares tendered on or before the Expiration Date for payment on a pro rata basis, based on the aggregate number of Shares the Purchaser determines to accept (which shall not exceed the Offer Amount plus the additional Shares described in Section 1 ("Offer to Purchase and Price")), adjusted by rounding down to the nearest whole number of Shares tendered by each Shareholder to avoid purchases of fractional Shares. Any additional Shares the Purchaser elects to accept pursuant to its reserved right under Rule 14e-1(b) under the Exchange Act to increase the Offer Amount by no more than two percent (2%) of the outstanding Shares will be accepted from all tendering Shareholders on the same pro rata basis, without amending or extending the Offer and without prior notice or public announcement; provided, however, that in no event will the Purchaser

purchase a number of Shares that would result in the Purchaser (together with its affiliates) beneficially owning five percent (5%) or more of the outstanding Shares of the Company.

Section 4. Withdrawal Rights.

Except as otherwise provided in this Section 4, tenders of Shares pursuant to the Offer are irrevocable. Shares tendered pursuant to the Offer may be withdrawn at any time before the Expiration Date.

For a withdrawal to be effective, any Notice of Withdrawal must be timely received by the Purchaser at its address set forth in this Offer to Purchase. Any Notice of Withdrawal must be substantially in the form attached hereto. To be effective, any such Notice of Withdrawal must specify the name of the person who tendered the Shares to be withdrawn and must be signed by the person(s) (or someone who also has authority over the account and providing such evidence) who signed the Assignment Form, in the same manner as the Assignment Form was signed. If you hold your Shares in custody, you must submit your Notice of Withdrawal to your custodian for approval through your assigned advisor pursuant to the instruction in the Notice of Withdrawal. If you hold your Shares directly, you must obtain a Medallion Signature Guarantee and mail the notice directly to the Purchaser. All questions as to the form and validity (including time of receipt) of notices of withdrawal will be determined by the Purchaser by reference to the requirements of the Offer, which determination shall be final and binding absent a finding to the contrary by a court of competent jurisdiction, subject to a Shareholder's right to challenge the Purchaser's determination in a court of competent jurisdiction. Neither the Purchaser nor any other person will be under any duty to give notification of any defects or irregularities in any Notice of Withdrawal or will incur any liability for failure to give any such notification. Any Shares properly withdrawn will be deemed not to be validly tendered for purposes of the Offer. Withdrawn Shares may be re-tendered, however, by following the procedures described in this Offer to Purchase.

If the Purchaser extends the Offer, is delayed in its purchase of Shares, or is unable to purchase Shares pursuant to the Offer for any reason, then, without prejudice to the Purchaser's rights under the Offer, the Purchaser may, subject to applicable law, retain tendered Shares, and the Shares may not be withdrawn except to the extent tendering Shareholders are entitled to withdrawal rights as described in this Section 4. The Purchaser's reservation of the right to delay payment for Shares that the Purchaser has accepted for payment is limited by Exchange Act Rule 14e-1(c), which requires that the Purchaser must pay the consideration offered or return the Shares tendered promptly after termination or withdrawal of the Offer.

Section 5. Purchase of Shares and Payment of Purchase Price; Source of Funds.

For purposes of the Offer, the Purchaser will be deemed to have accepted Shares that are tendered if and when the Purchaser announces that it has accepted all or a pro rata portion of the Shares tendered in the Offer after the Offer has expired. If a Shareholder tenders Shares and the Purchaser purchases those Shares upon the terms and subject to the conditions of the Offer, the Purchaser will effect payment for those Shares by issuing payments in cash to Shareholders. Under no circumstances will interest be paid on the Offer Price for Shares, regardless of any extension of the Offer or any delay in payment for Shares.

Source of Funds.

The Purchaser expects that it will need approximately **\$15,000,000** to purchase the Shares if the full amount of **737,100** Shares contemplated by this Offer are properly tendered, excluding fees and expenses. The Purchaser anticipates funding the purchase price for the Shares from its available capital and assets as well as from the proceeds of capital commitments from its limited partners. The Purchaser's limited partners are obligated to promptly contribute cash proceeds to the Purchaser when and as called by the Purchaser. Upon contribution of cash proceeds from the Purchaser's limited partners, the cash and liquid securities necessary to complete the entire purchase will be readily available and committed to that purpose. Accordingly, unless a limited partner of the Purchaser breaches its contractual obligation to fund a contribution when called by the Purchaser, there are no financing arrangements to fall through and no alternative financing plans.

Participation of the Cox Co-Invest Entities.

The Cox Co-Invest Entities are not directly purchasing Shares in the Offer. Each Cox Co-Invest Entity is under common control with the Purchaser through Cox GP. Each Cox Co-Invest Entity participates in the economics of the Offer pursuant to

a post-closing allocation of Shares from the Purchaser, in which case the Purchaser may, following the completion of the Offer, transfer a portion of the Shares acquired in the Offer to one or more of the Cox Co-Invest Entities in an amount commensurate with such Cox Co-Invest Entity's economic participation. There is no consulting agreement, financing agreement, or other written agreement with any non-Cox party in respect of the Offer.

Section 6. Certain Conditions of the Offer.

Notwithstanding any other term of the Offer, the Purchaser shall not be required to accept for payment or to pay for any Shares tendered if such purchase will cause us to be in violation of the securities, commodities or other laws of the United States or any other applicable jurisdiction. As of the date hereof, the Purchaser is unaware of any required authorizations, approvals, or waiting periods relating to this Offer. The Offer is conditioned upon the valid transfer of tendered Shares to the Purchaser, including registration of such transfer by the Company's transfer agent. After the Expiration Date, prompt payment will be made to Shareholders upon the valid transfer of a Shareholder's Shares by the Company's transfer agent to the Purchaser. If the Company or its transfer agent — through no action or inaction of the Purchaser — refuses or fails to register, or is unable to register, the transfer of Shares tendered pursuant to the Offer in accordance with the Company's governing documents, the Purchaser may terminate the Offer.

Each of the conditions described below is intended to be based on objectively determinable facts and circumstances. The Purchaser shall not be required to accept for payment or pay for any Shares and may terminate or amend the Offer as to such Shares if, at any time on or after the date of the Offer and before the Expiration Date, any of the following conditions exist:

- (a) legal action or proceeding instituted or threatened challenging the Offer or that otherwise would have a material adverse effect on the Offer, the Purchaser or the Company;
- (b) a commencement of a war or armed hostilities or other national or international calamity directly or indirectly involving the United States;
- (c) the Company shall have publicly disclosed a NAV per Share equal to **\$22.05** or less, which equates to a decline of **7.5%** or more from the NAV per Share of **\$23.84** that was disclosed by the Company as of **August 31, 2026**;
- (d) the Company suspends or freezes transfers of its Shares by Shareholders, and such suspension or freeze materially impairs the ability of Shareholders to tender Shares pursuant to the Offer; or
- (e) other event or condition that in the reasonable judgment of the Purchaser would have a material adverse effect on the Purchaser or the Company or its stockholders if Shares tendered pursuant to the Offer were purchased.

The foregoing conditions are for the sole benefit of the Purchaser and may be asserted by the Purchaser or may be waived by the Purchaser in whole or in part at any time and from time to time prior to the Expiration Date in its sole exercise of reasonable discretion. Any determination by the Purchaser concerning the events described above will be final and binding upon all parties, subject to the parties' ability to seek review of any contested determination by an arbitrator pursuant to the final paragraph of this Offer to Purchase.

Section 7. Certain Information Concerning Us.

The Purchaser.

Cox Capital Retail Secondaries Fund I, LP ("the **Purchaser**") is a Delaware limited partnership that is organized as an alternative investment vehicle focusing on providing secondary liquidity to retail shareholders of illiquid and semi-liquid alternative investment funds. Cox Capital Retail Secondaries GP I, LLC, is the general partner of the Purchaser. The Purchaser is sponsored by Cox Capital Partners and managed by Cox Advisor. More information on Cox Capital Partners is available at www.coxcp.com. Cox Capital Partners is an investment management firm specializing in secondary liquidity solutions and alternative investment strategies, providing direct liquidity to shareholders, fund sponsors, limited partners, and general partners of non-traded and private business development companies, non-traded and private real estate investment trusts, interval funds, and other private and feeder funds. The principal executive office of the Purchaser is located at 100 Front Street, STE 390, Conshohocken, PA 19428. The telephone number at such principal office is (484) 840-5281.

Cox GP.

Cox Capital Retail Secondaries GP I, LLC (“Cox GP”) is a Delaware limited liability company that serves as the general partner of the Purchaser. Cox GP is being named as a Bidder in the Offer because it is deemed to control the Purchaser, but is otherwise not directly purchasing Shares in the Offer. The principal executive office of Cox GP is located at 100 Front Street, STE 390, Conshohocken, PA 19428. The telephone number at such principal office is (484) 840-5281.

Cox Advisor.

Cox Capital General Partner, LLC (“Cox Advisor”) is a Delaware limited liability company that serves as the investment manager of the Purchaser. Cox Advisor is being named as a Bidder in the Offer because it may be deemed to control the Purchaser, but is otherwise not directly purchasing Shares in the Offer. The principal executive office of Cox Advisor is located at 100 Front Street, STE 390, Conshohocken, PA 19428. The telephone number at such principal office is (484) 840-5281.

Cox Capital BDC Co-Invest 1a.

Cox Capital BDC Co-Invest 1a is a **Delaware limited partnership** that is under common control with the Purchaser through Cox GP. **Cox Capital BDC Co-Invest 1a** is being named as a Bidder in the Offer because it participates in the economics of the Offer pursuant to a **post-closing allocation of Shares from the Purchaser**, but is otherwise not directly purchasing Shares in the Offer. The principal executive office of **Cox Capital BDC Co-Invest 1a** is located at **100 Front Street, STE 390, Conshohocken, PA 19428**. The telephone number at such principal office is **(484) 840-5281**.

Cox Capital BDC Co-Invest 1b.

Cox Capital BDC Co-Invest 1b is a **Delaware limited partnership** that is under common control with the Purchaser through Cox GP. **Cox Capital BDC Co-Invest 1b** is being named as a Bidder in the Offer because it participates in the economics of the Offer pursuant to a **post-closing allocation of Shares from the Purchaser**, but is otherwise not directly purchasing Shares in the Offer. The principal executive office of **Cox Capital BDC Co-Invest 1b** is located at **100 Front Street, STE 390, Conshohocken, PA 19428**. The telephone number at such principal office is **(484) 840-5281**.

Additional Cox-affiliated co-invest vehicles, if any, will be described in this Section 7 in the same form, and additional Schedules added accordingly.

Officers / Directors and Beneficial Ownership.

The names, business addresses, citizenship, present principal occupations, and employment history of the controlling persons, officers, and directors of each member of the Offeror Group are listed in Schedules A, B, and C (and any additional Schedules) to this Offer to Purchase.

As of the date hereof, the Offeror Group beneficially owns, in the aggregate, 2,565.35 Shares, representing less than 0.01% of the outstanding Shares of the Company, which the Purchaser acquired pursuant to its prior offer for Shares, which has expired. Except as set forth in this Offer to Purchase, neither the Purchaser nor, to the knowledge of the Purchaser after making reasonable inquiry, any of the persons or entities listed in the Schedules attached to this Offer to Purchase, beneficially owns or has any right to acquire, directly or indirectly, any Shares or other securities of the Company.

None of the Offeror Group, nor any of the entities or persons listed in the Schedules attached to this Offer to Purchase, has, during the past five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors), and none of the Offeror Group, to the best of their respective knowledge, nor any of the entities or persons listed in the Schedules, has, during the past five years, been a party to any judicial or administrative proceeding (except for matters that were dismissed without sanction or settlement) that resulted in a judgment, decree, or final order enjoining the person from future violations of, or prohibiting activities subject to, federal or state securities laws, or a finding of any violation of federal or state securities laws.

Section 8. Plans or Proposals.

Except as disclosed in this Offer to Purchase, the Purchaser does not have any current plans or proposals that relate to or would result in: (a) the acquisition by any person of additional Shares or the disposition of Shares; (b) an extraordinary

transaction, such as a merger, reorganization, or liquidation, involving the Company; (c) any material change in the Company's capitalization, indebtedness or dividend policy; (d) any change in the identity of the board of directors or management of the Company, or in the management of the Company; (e) any other material change in the Company's corporate structure or business; or (f) any other material change in the Company's structure or business. The Purchaser nevertheless reserves the right, at an appropriate time, to exercise its rights as a Shareholder to vote on matters subject to a shareholder vote, including, but not limited to, any vote affecting the sale of the Company's assets and the liquidation and dissolution of the Company.

Section 9. Shareholder Context — Company Share Repurchase Program History.

Shareholders may wish to consider the recent history of the Company's share repurchase program (the "SRP") in evaluating the Offer. **Shareholders have not been able to fully liquidate their non-traded Shares through the Company-sponsored SRP since 2026. During the Q2 2026 repurchase offer, completed on June 15, 2026, Shareholders tendered approximately \$2.42 billion of Shares at the Company's then-prevailing NAV, and only approximately 29.8% of such requests were accepted. The Company's Q3 2026 repurchase offer expired on September 14, 2026; the Company has disclosed that repurchase requests in that offer again exceeded the Company's 5% quarterly limit and that accepted tenders will be prorated, with final results to be reported in the Company's filings with the SEC.** The Company's most recent SRP disclosures should be reviewed by Shareholders directly in the Company's filings with the SEC. The Offer provides Shareholders with an alternative source of liquidity at the Offer Price, which is fixed and not subject to discretionary acceptance limits.

Section 10. Certain U.S. Federal Income Tax Consequences.

The following is a summary of the material U.S. federal income tax consequences of the Offer to holders whose Shares are purchased pursuant to the Offer. This summary is based on the Code, applicable Treasury regulations, and administrative and judicial interpretations thereunder, each as in effect as of the date hereof, all of which may change, possibly with retroactive effect. This summary is not a comprehensive description of all U.S. federal income tax considerations that may be relevant to the Offer and does not address any U.S. federal tax consequences other than U.S. federal income tax consequences, including any estate, gift, Medicare contribution, alternative minimum or other non-income tax consequences, nor does it address any state, local or non-U.S. tax consequences. The U.S. federal income tax consequences set forth below are based on current law. Because individual circumstances may differ, each holder should consult such holder's own tax advisor to determine the applicability of the rules discussed below to such holder and the particular tax effects of the Offer to such holder, including the application and effect of U.S. federal estate and gift, state, local, and other tax laws.

The discussion applies only to holders that hold their Shares as capital assets within the meaning of Section 1221 of the Code, and may not apply to Shares received pursuant to the exercise of stock options, vesting of other equity awards, or otherwise as compensation; Shares held as part of a "straddle," "hedge," "conversion transaction," constructive sale, or other integrated transaction; holders that purchase or sell Shares as part of a wash sale for tax purposes; holders in special tax situations (such as dealers in securities or currencies, traders in securities that elect to use a mark-to-market method of accounting for their securities holdings, financial institutions, regulated investment companies, real estate investment trusts, insurance companies, tax-exempt organizations, U.S. expatriates, "controlled foreign corporations," or "passive foreign investment companies"); or United States Holders (as defined below) whose functional currency is not the U.S. dollar. This discussion does not address any aspect of the alternative minimum tax, the Medicare tax on net investment income, the U.S. federal gift or estate tax, or state, local, or foreign taxation.

If a partnership (or any other entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds Shares, the tax treatment of a partner in the partnership generally will depend on the status of the partner, the tax activities of the partnership, and certain determinations made at the partner level. Accordingly, partnerships that hold Shares and partners in such partnerships should consult their tax advisors with regard to the U.S. federal income tax consequences of tendering or exchanging Shares pursuant to the Offer.

This discussion is for general information only and is not tax advice. Holders of shares are urged to consult their own tax advisors regarding the particular tax consequences to them of tendering shares pursuant to the Offer, including the applicability and effect of any U.S. federal, state, local or non-U.S. tax laws.

RIC / Subchapter M Caveat.

The Company has elected to be treated as a regulated investment company (“**RIC**”) under Subchapter M of the Code. The Purchaser is not aware of any facts that would cause the Company to fail to qualify as a RIC. The U.S. federal income tax consequences described in this Section 10 assume that the Company is a RIC in good standing and has timely complied with the distribution and other requirements applicable to RICs under the Code. If the Company were to fail to qualify as a RIC, the tax consequences of the Offer to tendering Shareholders could differ materially from those described herein. Each Shareholder is urged to consult such Shareholder’s tax advisor regarding the consequences of any such failure.

Treatment of United States Holders.

For purposes of this discussion, the term “**United States Holder**” means a beneficial owner of Shares that is, for U.S. federal income tax purposes:

- a citizen or individual resident of the United States;
- a corporation (or any other entity treated as a corporation for these purposes) created or organized in or under the laws of the United States, any state thereof, or the District of Columbia;
- an estate whose income is subject to U.S. federal income taxation regardless of its source; or
- a trust if (i) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons have the authority to control all substantial decisions of the trust, or (ii) the trust has validly elected to be treated as a “United States person” under applicable Treasury regulations.

The receipt of cash for Shares pursuant to the Offer will be a taxable transaction for U.S. federal income tax purposes. In general, a United States Holder will recognize gain or loss in an amount equal to the difference between (i) the amount of cash received by such United States Holder in the Offer and (ii) his or her tax basis in such Shares sold pursuant to the Offer. Gain or loss must be determined separately for each block of Shares (i.e., Shares acquired at the same cost in a single transaction) sold pursuant to the Offer. Such gain or loss generally will be capital gain or loss and will be long-term capital gain or loss if, on the date of sale, such Shares have been held for more than one year. Long-term capital gains recognized by an individual generally will be taxed at preferential rates. Capital losses may be subject to limits on deductibility.

Backup Withholding and Information Reporting

Payments of cash to a U.S. Holder pursuant to the Offer generally may be subject to information reporting and backup withholding unless the U.S. Holder provides a correct taxpayer identification number and complies with applicable certification requirements, typically by completing and returning a valid IRS Form W-9, or otherwise establishes an exemption. Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules generally may be allowed as a refund or credit against the U.S. Holder’s U.S. federal income tax liability, provided that the required information is timely furnished to the Internal Revenue Service.

Tendering U.S. Holders may be able to prevent backup withholding by completing the IRS Form W-9 upon acceptance of the Offer.

The Purchaser is not acting as a paying agent, withholding agent, or information-reporting agent in connection with the Offer, and will not issue any Internal Revenue Service Form 1099 or otherwise report the transaction to the Internal Revenue Service with respect to tendering Shareholders. Any tax certifications, applicable backup withholding, and cost-basis and gross-proceeds reporting (including on IRS Form 1099-B) are the responsibility of the tendering Shareholder’s broker or custodian or, for Shareholders holding Shares directly on the books of the Company’s transfer agent, the transfer agent, as applicable. Each Shareholder should consult its own tax advisor regarding the U.S. federal, state, local, and non-U.S. tax consequences of tendering Shares.

Treatment of Non-United States Holders.

For purposes of this discussion, the term “**Non-United States Holder**” means a beneficial owner of Shares that is neither a United States Holder nor a partnership (or any other entity or arrangement treated as a partnership for U.S. federal income tax purposes). In general, subject to the discussions below under “Information Reporting and Backup Withholding” and “FATCA,” a Non-United States Holder will not be subject to U.S. federal income tax on gain recognized on Shares sold pursuant to the Offer unless:

- the gain is effectively connected with the Non-United States Holder's conduct of a trade or business in the United States (and, if required by an applicable income tax treaty, is attributable to the Non-United States Holder's permanent establishment in the United States), in which event (i) the Non-United States Holder will be subject to U.S. federal income tax in the same manner as if it were a United States Holder, and (ii) if the Non-United States Holder is a corporation, it may also be subject to a branch profits tax at a rate of 30% (or such lower rate as may be specified under an applicable income tax treaty);
- the Non-United States Holder is an individual present in the United States for 183 or more days during the taxable year of the sale and certain other conditions exist; or
- the Company is or has been a United States real property holding corporation ("USRPHC") for U.S. federal income tax purposes and the Non-United States Holder held Shares, directly or indirectly, at any time during the shorter of (i) the five-year period ending on the date of sale and (ii) the period during which the Non-United States Holder held such Shares, and such Non-United States Holder is not eligible for any treaty exemption.

The Purchaser does not anticipate that the Company is a USRPHC, but the Purchaser has not independently verified such status. Each Non-United States Holder is urged to consult such Holder's tax advisor regarding the application of these rules to such Holder's particular circumstances.

Information Reporting and Withholding for Non-US Holders.

Payments made to a Non-U.S. Holder pursuant to the Offer may be subject to information reporting and backup withholding unless the Non-U.S. Holder certifies its non-U.S. status, generally by providing a valid IRS Form W-8BEN, IRS Form W-8BEN-E or other applicable IRS Form W-8, or otherwise establishes an exemption. Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules generally may be allowed as a refund or credit against the Non-U.S. Holder's U.S. federal income tax liability, if any, provided that the required information is timely furnished to the Internal Revenue Service.

Tendering Non-U.S. Holders may be able to prevent backup withholding by completing IRS Form W-8BEN or other applicable Form W-8.

FATCA

Sections 1471 through 1474 of the Code and the Treasury Regulations and administrative guidance thereunder, commonly referred to as "FATCA," generally impose a 30 percent withholding tax on certain payments to foreign financial institutions and certain other non-U.S. entities that fail to satisfy applicable certification, reporting or other requirements. Although FATCA withholding may apply to certain payments of U.S.-source dividends and, subject to proposed Treasury Regulations, gross proceeds from the sale or other disposition of property that can produce U.S.-source dividends, the U.S. Treasury Department has released proposed Treasury Regulations providing that FATCA withholding does not apply to gross proceeds from a sale or other disposition of such property. Taxpayers generally may rely on those proposed Treasury Regulations until final Treasury Regulations are issued. Non-U.S. Holders should consult their own tax advisors regarding the possible application of FATCA to payments made pursuant to the Offer.

Section 11. Extension of the Offer; Termination; Amendment.

Any extension or amendment of the Offer, delay in acceptance for payment or payment, or termination of the Offer will be followed as promptly as practicable by public announcement thereof, such announcement in the case of an extension to be issued not later than 9:00 a.m., Eastern Time, on the business day after the day on which the Offer was scheduled to expire, in accordance with the public announcement requirements of the applicable Exchange Act rules. During any extension of the initial offering period, all Shares previously tendered and not properly withdrawn will remain subject to the Offer, subject to any withdrawal rights. See Section 4 of this Offer to Purchase.

Without limiting the Purchaser's obligation under such rules or the manner in which the Purchaser may choose to make any public announcement, the Purchaser currently intends to make announcements by publishing communications.

Subject to compliance with applicable law, the Purchaser further reserves the right, in its reasonable discretion, and subject to the satisfaction or waiver of the conditions set forth in Section 6, to amend the Offer in any respect, including, without limitation, by changing the per-Share purchase price or by increasing or decreasing the aggregate amount paid for Shares in

the Offer. Amendments to the Offer may be made at any time and from time to time by public announcement of the amendment. In the case of an extension, the amendment shall be issued no later than 9:00 a.m., Eastern Time, on the next business day after the last previously scheduled or announced Expiration Date. Any public announcement made pursuant to the Offer will be disseminated promptly to Shareholders in a manner reasonably designed to inform Shareholders of the change. The minimum period during which an offer must remain open following a material change in the terms of the Offer or information concerning the Offer — other than a change in price or a change in the percentage of securities sought — may depend upon the facts and circumstances, including the relative materiality of the change in the terms or information. With respect to a change in price or a change in percentage of securities sought (other than an increase of not more than 2% of the securities sought), however, a minimum ten (10) business day period is generally required to allow for adequate dissemination to security holders and for investor response. As used in this Offer to Purchase, “**business day**” means any day other than a Saturday, Sunday, or a Federal holiday, and consists of the time period from 12:01 a.m. through midnight, Eastern Time.

Section 12. Fees and Expenses.

Except as described below, the Purchaser will not pay any fees or commissions to brokers, dealers, commercial banks, trust companies, or other nominees for soliciting tenders of Shares pursuant to the Offer. The Purchaser may, in its discretion, pay processing or administrative fees to one or more third-party service providers — including transfer agents, broker-dealers, and other custodial intermediaries — in connection with the processing of tenders received through such intermediaries or specific custodial channels. In particular, the Purchaser has engaged Central Trade and Transfer, LLC, a branch office of Orchard Securities, LLC, a broker-dealer registered under the Exchange Act and a member of FINRA, to process tenders by Shareholders whose Shares are custodied at Charles Schwab & Co., Inc. The Purchaser will pay Central Trade and Transfer a transaction-based processing fee with respect to Shares accepted for payment and not withdrawn. The Purchaser may engage other platforms or intermediaries that make the Offer materials available to their customers or transmit completed tender materials to us, for which we may pay them similar processing fees. In the event any such fee is based on the volume or size of transactions, the Purchaser will obtain a representation that the recipient is a broker-dealer registered under the Exchange Act. The Purchaser will disclose any such arrangement and the related fees as required. Any such fees will be paid by the Purchaser out of its own working capital and will not be passed on to tendering Shareholders. Shareholders will not be charged any fees or commissions by the Purchaser in connection with the Offer. If you accept the Offer by the Expiration Date, the Purchaser will pay you cash for your Shares.

The Purchaser has retained Central Trade and Transfer to facilitate the settlement of and payment for the tendered Shares held by Shareholders with through Charles Schwab & Co., Inc. Central Trade and Transfer will receive reasonable and customary compensation for its services in connection with the Offer and will be reimbursed for reasonable out-of-pocket expenses. This payment should not be deemed to imply an endorsement by Central Trade and Transfer of the Offer.

If you are a registered Shareholder and you tender your Shares directly to the Purchaser, you will not incur any brokerage commissions. Brokers, dealers, commercial banks, trust companies and other nominees will, upon request, be reimbursed by the Purchaser for customary dissemination and handling expenses incurred by them in forwarding the offering material to their customers.

If you hold Shares through a broker, dealer, commercial bank, trust company, or other nominee, and your broker, dealer, commercial bank, trust company or other nominee tenders your Shares on your behalf, such broker, dealer, commercial bank, trust company or other nominee may charge you a fee for doing so. Shareholders are urged to consult such intermediary directly to determine whether the intermediary itself charges any commissions or fees in connection with processing a tender in connection with this Offer. Any such intermediary-imposed costs would be the responsibility of the Shareholder and not the Purchaser.

Section 13. Miscellaneous.

The Purchaser is not aware of any jurisdiction where the making of the Offer is not in compliance with applicable law. If the Purchaser becomes aware of any jurisdiction where the making of the Offer or the acceptance of Shares pursuant to the Offer is not in compliance with any applicable law, the Purchaser will make a good faith effort to comply with the applicable law. If, after a good faith effort, the Purchaser cannot comply with the applicable law, the Offer will not be made to the holders of

Shares residing in that jurisdiction. In making the Offer, the Purchaser will comply with the requirements of Rule 14d-10 promulgated under the Exchange Act, which apply to the Offer notwithstanding the Offer's mini-tender status.

The Offer is for less than 5% of the outstanding Shares of the Company. Accordingly, the Purchaser has not filed, and is not required to file, a Tender Offer Statement on Schedule TO under Section 14(d) of the Exchange Act or Regulation 14D thereunder. The Company is not required to file a Solicitation/Recommendation Statement on Schedule 14D-9 in response to this Offer since Rule 14d-9 applies only to offers subject to Section 14(d) of the Exchange Act. The Purchaser has provided a copy of this Offer to Purchase to the Company's management. The Company's management may, but is not required to, make a recommendation to its Shareholders regarding the Offer. Shareholders are advised to review the Company's filings with the SEC and any communications from the Company's management regarding the Offer prior to making any decision to tender Shares.

You should rely only on the information contained in this document or to which the Purchaser has referred you. The Purchaser has not authorized anyone to provide you with information or to make any representation on the Purchaser's behalf in connection with the Offer other than those contained in this Offer to Purchase and the related Assignment Form. If given or made, you should not rely on that information or representation as having been authorized by the Purchaser or by any director or officer of the Purchaser or of any other member of the Offeror Group.

Arbitration / Personal Jurisdiction Legend

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION ON BEHALF OF THE PURCHASER NOT CONTAINED HEREIN OR IN THE ASSIGNMENT FORM AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED.

FURTHER, BY TENDERING YOUR SHARES, YOU ARE AGREEING (I) THAT ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF OR RELATING TO THIS OFFER TO PURCHASE, THE ASSIGNMENT FORM, OR THE BREACH HEREOF OR THEREOF SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNDER ITS COMMERCIAL ARBITRATION RULES AND PROCEDURES THEN IN EFFECT, WITH THE ARBITRATION TO BE HELD IN PHILADELPHIA, PENNSYLVANIA; (II) TO SUBJECT YOURSELF TO PERSONAL JURISDICTION IN PHILADELPHIA, PENNSYLVANIA; AND (III) THAT THE PREVAILING PARTY IN ANY SUCH ARBITRATION OR ANY RELATED ACTION SHALL BE ENTITLED TO RECOVER ITS REASONABLE ATTORNEYS' FEES AND COSTS. JUDGMENT UPON THE ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

HOWEVER, BY PARTICIPATING IN THE OFFER, YOU ARE NOT WAIVING ANY PARTY'S COMPLIANCE WITH, OR ANY OF YOUR RIGHTS UNDER, THE FEDERAL SECURITIES LAWS OR ANY RULE OR REGULATION PROMULGATED THEREUNDER. ARBITRATION OF ANY SUCH DISPUTE OR CLAIM IS SUBJECT TO RISKS, INCLUDING, BUT NOT LIMITED TO: THE POTENTIAL FOR INCREASED COSTS OF BRINGING A CLAIM USING ARBITRATION UNDER THE AAA RULES, WHICH MAY EXCEED THE COSTS OF LITIGATING IN A COURT OF COMPETENT JURISDICTION; THAT THE PURCHASER MAY HAVE GREATER FINANCIAL RESOURCES THAN YOU TO COVER THE COSTS OF ARBITRATION PRIOR TO THE DETERMINATION OF THE ARBITRATOR'S FINAL DECISION OR AWARD; LIMITED ACCESS TO INFORMATION AND LACK OF FAMILIARITY WITH THE AAA RULES WHEN COMPARED TO THE PURCHASER; AND THE RISK THAT YOU WILL BE DISCOURAGED, LIMITED, OR PRECLUDED FROM LITIGATING YOUR CLAIM OR DISPUTE IN A JUDICIAL FORUM YOU FIND FAVORABLE. FURTHER, ALTHOUGH FEDERAL LAW FAVORS ENFORCEMENT OF VALID ARBITRATION AGREEMENTS, SUCH AGREEMENTS MAY BE REVOKED OR HELD TO BE UNENFORCEABLE ON THE SAME GROUNDS AS THOSE OF OTHER CONTRACTS, INCLUDING UNCONSCIONABILITY.

Cox Capital Retail Secondaries Fund I, LP, Cox Capital Retail Secondaries GP I, LLC, Cox Capital General Partner, LLC, Cox Capital BDC Co-Invest 1a, Cox Capital BDC Co-Invest 1b

September 25, 2026

The Assignment Form and any other required documents should be sent or delivered by each Shareholder or the Shareholder's broker, dealer, commercial bank, trust company, or nominee to the Purchaser at the address set forth below. To

confirm delivery of Shares, Shareholders are directed to contact the Purchaser. Shareholders should deliver the Assignment Form and any other required documents by mail or overnight courier.

Cox Capital Partners By Mail: Cox Capital Partners 100 Front Street, STE 390 Conshohocken, PA 19428 Phone: (484) 840-5281 Email: service@coxcp.com

Any questions or requests for assistance may be directed to the Purchaser at its telephone number and address set forth above. Requests for additional copies of this Offer to Purchase, the Assignment Form, or related documents may also be directed to the Purchaser at the telephone number or address set forth above. You may also contact your broker, dealer, commercial bank, trust company, or other nominee for assistance concerning the Offer.

NOTICE OF WITHDRAWAL

Offer by Cox Capital Retail Secondaries Fund I, LP (the "Purchaser") for Shares of Apollo Debt Solutions BDC

To withdraw Shares previously tendered pursuant to the Offer to Purchase dated September 25, 2026 and the related Assignment Form, complete and sign this notice and return it to the Purchaser — Cox Capital Partners, 100 Front Street, STE 390, Conshohocken, PA 19428; Email: service@coxcp.com — so that it is received before 5:00 p.m., Eastern Time, on November 14, 2026 (or any later Expiration Date if the Offer is extended). See Section 4 ("Withdrawal Rights") of the Offer to Purchase.

The undersigned hereby withdraws the Shares of Apollo Debt Solutions BDC identified below that were previously tendered pursuant to the Offer.

Name of tendering Shareholder: _____

Name of registered holder (if different): _____

Account number (if available): _____

Number of Shares to be withdrawn (or "ALL"): _____

This notice must be signed by the person(s) who signed the Assignment Form (or a person with authority over the account, providing evidence of such authority), in the same manner as the Assignment Form was signed, and must be accompanied by a Medallion Signature Guarantee.

Signature: _____ Date: _____

Signature (co-owner, if applicable): _____ Date: _____

Medallion Signature Guarantee:

Shares properly withdrawn will be deemed not validly tendered for purposes of the Offer, but may be re-tendered at any time before the Expiration Date by following the tender procedures described in the Offer to Purchase.

SCHEDULE A — Cox Capital Retail Secondaries Fund I, LP

Cox Capital Retail Secondaries Fund I, LP (the “**Purchaser**”) is a Delaware limited partnership. The Purchaser’s general partner is Cox Capital Retail Secondaries GP I, LLC, a Delaware limited liability company. The officers, directors, and controlling persons of the Purchaser (acting through its general partner) are set forth below. The name, position, business address, citizenship, present principal occupation or employment, and material occupations, positions, offices, or employment for the past five years of each such person are set forth below.

Name and Position	Business Address and Citizenship	Present Principal Occupation or Employment and Five-Year Employment History
John Cox, Managing Member	100 Front Street, STE 390, Conshohocken, PA 19428; United States	CEO/CIO of Cox Capital Partners since March 2020.

SCHEDULE B — Cox Capital Retail Secondaries GP I, LLC and Cox Capital General Partner, LLC

Cox Capital Retail Secondaries GP I, LLC (“**Cox GP**”) is a Delaware limited liability company and serves as the general partner of the Purchaser. Cox GP is being named as a Bidder in the Offer because it is deemed to control the Purchaser, but otherwise is not directly purchasing Shares in the Offer. The name, position, business address, citizenship, present principal occupation or employment, and material occupations, positions, offices, or employment for the past five years of each of the officers and managers of Cox GP are set forth below.

Name and Position	Business Address and Citizenship	Present Principal Occupation or Employment and Five-Year Employment History
John Cox, Managing Member	100 Front Street, STE 390, Conshohocken, PA 19428; United States	CEO/CIO of Cox Capital Partners since March 2020.

Cox Capital General Partner, LLC (“**Cox Advisor**”) is a Delaware limited liability company and serves as the investment manager of the Purchaser. Cox Advisor is being named as a Bidder in the Offer because it may be deemed to control the Purchaser, but otherwise is not directly purchasing Shares in the Offer. The name, position, business address, citizenship, present principal occupation or employment, and material occupations, positions, offices, or employment for the past five years of each of the officers and managers of Cox Advisor are set forth below.

Name and Position	Business Address and Citizenship	Present Principal Occupation or Employment and Five-Year Employment History
John Cox, Managing Member	100 Front Street, STE 390, Conshohocken, PA 19428; United States	CEO/CIO of Cox Capital Partners since March 2020.

SCHEDULE C — Cox Co-Invest Entities

Each of Cox Capital BDC Co-Invest 1a and Cox Capital BDC Co-Invest 1b is a Delaware limited partnership under common control with the Purchaser through Cox GP. Each Cox Co-Invest Entity is being named as a Bidder in the Offer because it participates in the economics of the Offer pursuant to a **post-closing allocation of Shares from the Purchaser**, but is otherwise not directly purchasing Shares in the Offer. The name, position, business address, citizenship, present principal occupation or employment, and material occupations, positions, offices, or employment for the past five years of each of the officers, directors, and controlling persons of **each Cox Co-Invest Entity** are set forth below. Each Cox Co-

Invest Entity is being named as a Bidder solely by virtue of its co-investment relationship with, and common control by, the Purchaser through Cox GP, and is not directly purchasing Shares in the Offer.

Name and Position	Business Address and Citizenship	Present Principal Occupation or Employment and Five-Year Employment History
John Cox, Managing Member	100 Front Street, STE 390, Conshohocken, PA 19428; United States	CEO/CIO of Cox Capital Partners since March 2020.

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ASSIGNMENT FORM

PURCHASE OFFER FOR APOLLO DEBT SOLUTIONS BDC



ENDING NOVEMBER 14, 2026 UNLESS EXTENDED

RETURN TO

Cox Capital Partners
100 Front Street, STE 390
Conshohocken, PA 19428

CONTACT US

Phone: 484-840-5281
Email: service@coxcp.com

INSTRUCTIONS

Important information:

- Use this form to request to participate in the Cox Capital Partners Purchase Offer of APOLLO DEBT SOLUTIONS BDC
- Please type or print clearly.
- **A Medallion Signature Guarantee and/or custodial approval is required when submitting this form.**
- **If your shares are held in custody, e.g., an IRA or other retirement account, you must obtain custodial approval. If custodial authorization is required in Section 6, send the form to the custodian for approval prior to sending to Cox Capital Partners.**
- **Please note that if you hold your shares through Charles Schwab & Co., Inc, your tender will be processed through Central Trade and Transfer, LLC, a branch office of Orchard Securities, LLC. Please refer to the complete Tender Offer for more information.**
- Please include a copy of your account statement with your assignment form to assist with the completion of the transaction.

SECTION 1

Investor Information

This section is used to identify the existing account. In this section, we require both your name and your account registration. Your account registration is the name of your account as it appears on your statement, e.g., Fidelity IRA FBO John Smith or The John Smith Family Trust dtd 1/1/1900. Your name and registration may or may not be the same. Additional documentation may be required if tendering from a Trust, Corporation, Retirement Plan, or Partnership account. If there are any name changes, powers of attorney, estate or probate documents, or corporate documents, please provide with your assignment form to expedite the transfer process.

SECTION 2

Share Purchase Request

This section identifies the number or value of Shares you wish to have purchased in this offer. This Offer is for a single class of Shares, identified below; Shares of any other class may not be tendered using this form.

SECTION 3

Financial Advisor Information

This section identifies your financial advisor and their contact information. Please indicate the financial advisor we can contact to assist with this transaction.

SECTION 4

Payment Information

This section indicates where proceeds should be sent. **Please note that all proceeds will be sent via wire. We cannot send payments via ACH. If your account is held in custody such as an IRA or another broker-controlled account, we are required to send your proceeds to your custodial account.** For all non-custodial accounts, please attach a voided check to verify your wire instructions.

SECTION 5

Purchase Considerations

This section informs you of important purchase considerations.

SECTION 6

Authorized Signatures of Current Owner(s)

Original signatures of the current account owners or authorized persons are required in this section. **Original Medallion Signature Guarantee is required. For a custodial or brokerage account, custodian approval is required.**

COMPLETE FOR COX CAPITAL PARTNERS PURCHASE OFFER OF APOLLO DEBT SOLUTIONS BDC ONLY.**1. INVESTOR INFORMATION (required)**

Account Number* Please enter your account number with the fund. You can find this by logging into your fund account at: https://secureaccountview.com/BFWeb/clients/apollodebtbdc/index	
Investor Name(s)* Legal name(s) of the account owner(s) signing this form. For entities/trusts, list the authorized signer's name and title (e.g., John A. Smith, Trustee).	
Account Registration* Exact title line as it appears on your account statement (e.g., "Fidelity IRA FBO John A. Smith". This may differ from the investor name(s). You can access your statement at: https://secureaccountview.com/BFWeb/clients/apollodebtbdc/index	
Investor Phone Number* Please enter your phone number.	
Investor Email Address* Please enter your email address.	

Attach a recent account statement so we can verify registration and account number.

***Indicates required fields.**

2. SHARE PURCHASE REQUEST (required)

NOTE: THIS OFFER IS FOR A SINGLE CLASS OF SHARES, IDENTIFIED BELOW. SHARES OF ANY OTHER CLASS MAY NOT BE TENDERED.

Class I at \$20.35

Please identify the number of Shares you are submitting for purchase.	
	Number of Shares (Current Share Value if All Shares)
☐ All Shares as of the expiration date	
☐ Specific number of Shares	

NOTE: Investors with Shares sold in this Offer will not receive interest on the purchase price under any circumstances and will not be entitled to receive any dividends with record dates that occur on or after the date that the Purchaser has accepted your Shares for purchase, when such Offer closes.



3. FINANCIAL ADVISOR INFORMATION (if applicable)

Advisor Name	
Advisor Phone Number	
Advisor Email Address	

4. PAYMENT INSTRUCTIONS - COMPLETE ONLY SECTION A OR B

Please note that proceeds will be sent via wire. We cannot send ACH payments.

A. CUSTODIAL ACCOUNTS (IRA and BROKER-CONTROLLED ACCOUNTS)

Custodian Name	
BIN/Custodian Account Number	

B. NON-CUSTODIAL ACCOUNTS (DO NOT COMPLETE FOR IRA and BROKER-CONTROLLED ACCOUNTS)

Account Name		
Bank / Financial Institution		
Investor Address		
City, State, ZIP		
Bank ABA Routing Number		
Bank Account Number		
Check one of the following:	☐ Checking	☐ Savings

PLEASE ATTACH A PRE-PRINTED VOIDED CHECK FOR NON-CUSTODIAL ACCOUNTS.

ATTACH VOIDED CHECK HERE

5. OFFER TO PURCHASE CONSIDERATIONS

The Purchaser's Offer to Purchase contains limitations on the number of Shares it may purchase. If the number of Shares properly tendered prior to the Expiration Date exceeds the number of Shares available to be purchased, the Purchaser may not choose to accept additional Shares and properly tendered Shares may be subject to proration.

6. AUTHORIZED SIGNATURES

Signatures must be guaranteed by a bank, savings association, credit union, member firm of a domestic stock exchange or the Financial Industry Regulatory Authority that is an eligible guarantor institution. A notary public is not an acceptable guarantor. The guarantee must be in the form of a Medallion Signature Guarantee.

Broker-controlled accounts, e.g., IRAs or any custodial account, must receive custodial approval. Please note that your custodian may also require the Medallion Signature Guarantee.

By executing this Assignment Form, the undersigned hereby delivers to Cox Capital Partners in connection with the Offer to Purchase the number of Shares indicated above.

Owner / Authorized Person Signature	Date	Co-Owner Signature	Date
Medallion Signature Guarantee (required)		Custodian Approval (for custodial accounts)	