

**ASSIGNMENT FORM
PURCHASE OFFER FOR FRANKLIN BSP CAPITAL CORPORATION
ENDING JUNE 14, 2024**



IF YOU WISH TO SELL YOUR SHARES OF FRANKLIN BSP CAPITAL CORPORATION, COMPLETE THE FOLLOWING FORM.

You are required to obtain a Medallion Signature Guarantee at your local bank or broker. If you have any questions, call us at 484-840-5281. Upon completion, please return to 1333 Race Street, Philadelphia, PA 19107.

1. INVESTOR INFORMATION

Account Registration: <i>Your account registration should match your most recent statement exactly</i>		Social Security Number / TIN:	
Investor Phone Number:		Financial Advisor Name:	
Investor Email Address:		Financial Advisor Phone Number:	
Account Number:		Financial Advisor Email Address:	

2. SHARE PURCHASE REQUEST

Number of Shares you are submitting for purchase at the purchase price of \$9.45:

- All shares as of the expiration date
- Specific number of shares _____
- Specific dollar amount \$ _____

NOTE: An investor with no Shares outstanding after the completion of 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 Purchasers have accepted your shares for purchase.

3. PAYMENT INSTRUCTIONS

Proceeds will be sent via wire/direct deposit only. Please be certain to include wire instructions for payment. Proceeds for qualified accounts, including IRAs and other Custodial accounts, and certain Broker-controlled accounts as required by your Broker Dealer of record, will automatically be issued to the Custodian or Broker Dealer of record, as applicable. All custodial and broker-controlled accounts must include the Custodian and/or Broker Dealer signature.

Account Name	
Bank / Financial Institution	
Mailing Address	
City, State ZIP	
Bank ABA Routing Number	
Bank Account Number	

(Check one) Checking Account Savings Account

PLEASE ATTACH A PRE-PRINTED VOIDED CHECK.

4. OFFER TO PURCHASE CONSIDERATIONS

The Purchasers' 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 Purchasers may not choose to accept additional shares and properly tendered Shares may be subject to proration.

5. AUTHORIZED SIGNATURES

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.

Additional documentation may be required if redeeming 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.

IMPORTANT:

- **Signature Guarantee is required.** Please contact Cox Capital Partners or your financial advisor for help with acquiring a Medallion Signature Guarantee.
- **We are not able to send checks.** The proceeds are deposited directly according to banking instructions provided on this form (Non-Custodial Investors) or the Custodial Account of record.
- **Please visit** www.coxcp.com/fbcctender, call Cox Capital Partners and/or ask your financial advisor for help completing the Assignment Form.

Signature(s) must correspond exactly with the name(s) and account registration in which you hold the shares.

Please also include a copy of your account statement to assist in the completion of the transaction.

Owner & Custodian/Broker Dealer	Complete Here	Medallion Signature Guarantee
Owner		
Name		<i>Affix Medallion Stamp Below</i>
Signature		
SSN or Tax ID		
Email Address		
Phone Number		
Phone Number		
Franklin BSP Capital Corp. Acct No.		
Date		
Co-Owner(s) (if applicable)		
Name		
Signature		
Email Address		
Phone Number		
Date		
Custodian and or Broker Dealer Authorization (if applicable)		
Custodian		<i>Signature of Authorized Person</i>
Name		
Title		
IRA or Tax ID		
Phone Number		
Date		

Cox Capital Partners
 1333 Race Street
 Philadelphia, PA 19107
Phone: 484-840-5281
Fax: 215-405-2742
Email: fbcctender@coxcp.com



Assignment Form for Sale of Common Stock of Franklin BSP Capital Corporation to Cox Capital Partners Special Situations Fund, L.P.

To participate in the Offer, a duly executed copy of this Assignment Form must be received by Cox Capital on or prior to the Expiration Date. Delivery of this Assignment Form or any other documents to an address other than as set forth above does not constitute valid delivery. The method of delivery of all documents is at the election and risk of the tendering Shareholder. This Assignment Form is to be completed by holders of Shares in Franklin BSP Capital Corporation (the "Fund"), pursuant to the procedures set forth in the Offer to Purchase (as defined below). Capitalized terms used herein have the meanings in the Offer.

The undersigned hereby tenders to : COX CAPITAL PARTNERS SPECIAL SITUATIONS FUND, L.P., COX CAPITAL BDC CO-INVEST 1A, LP, COX CAPITAL CO-INVEST 1B, LP, FOUR WORLD SPECIAL OPPORTUNITIES FUND, LLC, FELICITAS SECONDARY FUND III, LP, FELICITAS DEBT FUND, LP, FELICITAS TACTICAL OPPORTUNITIES FUND, LP, FELICITAS SA1, LP, AND FELICITAS PRIVATE MARKETS FUND (the "Purchasers") all of the Shares of common stock ("Shares") in the Fund held by the undersigned as set forth above (or, if less than all such Shares, the number set forth on the reverse above the signature box), at a purchase price equal to \$9.45 per Share, upon the other terms and subject to the conditions set forth in the Offer to Purchase, dated April 18, 2024 and in this Assignment Form, as each may be supplemented or amended from time to time (which together constitute the "Offer"). The Fund has estimated that the net asset value is \$14.49 as of January 24, 2024. Receipt of the Offer to Purchase is hereby acknowledged. Subject to and effective upon acceptance for payment of any of the Shares tendered hereby, the undersigned sells, assigns, and transfers to, Purchasers all right, title, and interest in and to such Shares which are purchased pursuant to the Offer. The undersigned hereby irrevocably constitutes and appoints the Purchasers as the true and lawful agents and attorneys-in-fact and proxy of the undersigned with respect to such Shares, with full power of substitution (such power of attorney and proxy being deemed to be an irrevocable power and proxy coupled with an interest), to deliver such Shares and transfer ownership of such Shares, on the books of the Fund, together with all accompanying evidences of transfer and authenticity, to the Purchasers and, upon acceptance of the tender of such Shares by the Purchasers, to exercise all voting rights and to receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares all in accordance with the terms of the Offer. Upon the purchase of Shares pursuant to the Offer, all prior proxies and consents given by the undersigned with respect to such Shares will be revoked and no subsequent proxies or consents may be given (and if given will not be deemed effective). In addition, by executing this Assignment Form, the undersigned assigns to the Purchasers all of the undersigned's rights to receive dividends from the Fund with respect to Shares which are purchased pursuant to the Offer, other than dividends paid through the Expiration Date, and all proceeds that are paid after the Expiration Date from or as a result of any claim, litigation, class or derivative action brought by or for the benefit of the shareholders with respect to the transferred Shares, regardless of when the claims brought pursuant to such action accrued. Upon request, the Seller will execute and deliver, and irrevocably directs any custodian to execute and deliver, any additional documents deemed by the Purchasers to be necessary or desirable to complete the assignment, transfer, and purchase of such Shares, including obtaining a Medallion Signature Guarantee if necessary (which may be required for transfer; the lack thereof does not affect the validity of the Agreement).

The undersigned hereby represents and warrants that the undersigned owns the Shares tendered hereby and has full power and authority to validly tender, sell, assign, and transfer the Shares tendered hereby, and that when any such Shares are purchased by the Purchasers, the Purchasers will acquire good, marketable, and unencumbered title thereto, free and clear of all liens, restrictions, charges, encumbrances, conditional sales agreements, or other obligations relating to the sale or transfer thereof, and such Shares will not be subject to any adverse claim. Upon request, the undersigned will execute and deliver any additional documents deemed by the Purchasers to be necessary or desirable to complete the assignment, transfer, and purchase of Shares tendered hereby. The undersigned understands that a tender of Shares to the Purchasers will constitute a binding agreement between the undersigned and the Purchasers upon the terms and subject to the conditions of the Offer. The undersigned recognizes the right of the Purchasers to effect a change of dividend address to Cox Capital Partners at 1333 Race Street, Philadelphia, PA 19107. The undersigned recognizes that under certain circumstances set forth in the Offer to Purchase, the Purchasers may not be required to accept for payment any of the Shares tendered hereby. In such event, the undersigned understands that any Assignment Form for Shares not accepted by Purchasers will be destroyed by the Purchasers. All authority herein conferred or agreed to be conferred shall survive the death or incapacity of the undersigned and any obligations of the undersigned shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned. Except as stated in the Offer to Purchase, this tender is irrevocable.

The Purchasers have jointly made the offer and are jointly and severally liable for satisfying its terms. Other than the foregoing, the Purchasers' relationship consists of an informal agreement to share the costs associated with making the offer and to allocate any resulting purchases of Shares among them in such manner and proportions as they may determine in the future. The Purchasers intend, if the Offer is fully subscribed, to allocate the Shares among themselves and will determine modifications to this allocation based upon the number of Shares tendered.

Arbitration Agreement: Purchasers and Seller agree that any dispute or claim arising out of or related to the Agreement or the Shares shall be resolved by binding arbitration in Philadelphia, Pennsylvania before a retired judge. The arbitration shall be

administered by JAMS pursuant to its Arbitration Rules and Procedures (“Rules”). If one party fails to respond within twenty days after the other party sends a written list of arbitrators by either agreeing to one of the proposed arbitrators or suggesting three or more alternate arbitrators, the proposing party may select the arbitrator from among its initial list and JAMS shall then appoint that arbitrator to preside over the arbitration. If the parties are unable to agree on an arbitrator, the parties shall select an arbitrator pursuant to the Rules. Where reasonable, the arbitrator shall schedule the arbitration hearing within four months after being appointed. The arbitrator must render a decision in writing, explaining the legal and factual basis for decision as to each of the principal controverted issues. The arbitrator’s decision will be final and binding upon the parties. A judgment upon any award may be entered in a court of competent jurisdiction. Each party shall be responsible for advancing one-half of the costs of arbitration, including all JAMS fees. The parties are not waiving, and expressly reserve, any rights they may have under federal securities laws, rules, and regulations. The Agreement will be interpreted, construed, and governed according to federal securities laws and the laws of the State of Pennsylvania; provided that all matters relating to arbitration shall be governed by the Federal Arbitration Act (9 U.S.C. Sections 1 et seq.). If both parties waive their right to arbitrate, then any dispute or claim arising out of or related to the Agreement will be subject to the exclusive jurisdiction of Philadelphia County Superior Court for the State of Pennsylvania. In any such action, Purchasers and Seller expressly submit and consent to the exclusive jurisdiction of the Philadelphia County Superior Court and waive all defenses to jurisdiction and venue. The prevailing party shall be entitled to attorney fees and costs (including arbitrator fees, expert witness fees and costs, JAMS fees and costs, and any fees and costs incurred in compelling arbitration, or in any court proceedings if arbitration is waived) in any action or proceeding arising out of or related to the Agreement or the Shares and/or in any action or proceeding to enforce, confirm, or collect on a judgment or award based on a claim arising out of or related to the Agreement or the Shares.