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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **March 24, 2025**

BLUE OWL TECHNOLOGY FINANCE CORP.
(Exact name of Registrant as Specified in Its Charter)

Maryland	**000-55977**	**83-1273258**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

399 Park Avenue New York, NY	**10022**
(Address of Principal Executive Offices)	(Zip Code)

Registrant's Telephone Number, Including Area Code: **(212) 419-3000**

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instructions A.2. below):

□ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
□ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
□ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
□ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
None	None	None

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 or Rule 12b-2 of the Securities Exchange Act of 1934. Emerging growth company □

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. □

Item 1.01 Entry Into a Material Definitive Agreement.

Second Supplemental Indenture

The information contained in Item 2.03 under the heading "*Second Supplemental Indenture*" is incorporated herein by reference.

Note Assumption Agreement

The information contained in Item 2.03 under the heading "*Note Assumption Agreement*" is incorporated herein by reference.

Item 2.01. Completion of Acquisition or Disposition of Assets.

On March 24, 2025, Blue Owl Technology Finance Corp., a Maryland corporation (the "Company") completed its previously announced acquisition of Blue Owl Technology Finance Corp. II, a Maryland corporation ("OTF II"), pursuant to that certain Agreement and Plan of Merger (the "Merger Agreement"), dated as of November 12, 2024, by and among the Company, OTF II, Oriole Merger Sub Inc., a Maryland corporation and wholly owned subsidiary of the Company ("Merger Sub"), and, solely for the limited purposes set forth therein, Blue Owl Technology Credit Advisors LLC, a Delaware limited liability company and investment adviser to the Company ("OTF Adviser") and Blue Owl Technology Credit Advisors LLC, a Delaware limited liability company and investment adviser to OTF II ("OTF II Adviser"). Pursuant to the Merger Agreement, Merger Sub was first merged with and into OTF II, with OTF II as the surviving corporation (the "Initial Merger"), and, immediately following the Initial Merger, OTF II was then merged with and into the Company, with the Company as the surviving company (the Initial Merger and the subsequent merger, collectively, the "Merger").

In accordance with the terms of the Merger Agreement, at the effective time of the Merger, each outstanding share of OTF II common stock was converted into the right to receive 0.9113 shares of common stock, par value $0.01 per share of the Company (with OTF II stockholders receiving cash in lieu of fractional shares of the Company's common stock). As a result of the Merger, the Company issued an aggregate of approximately 250,738,523 shares of its common stock to former OTF II stockholders prior to any adjustment for OTF II stockholders receiving cash in lieu of fractional shares.

The foregoing description of the Merger Agreement is a summary only and is qualified in its entirety by reference to the full text of the Merger Agreement, a copy of which was filed by the Company as Exhibit 2.1 to its Current Report on Form 8-K filed on November 13, 2024, which is incorporated herein by reference.

The information in Item 2.01 of this Current Report on Form 8-K, including Exhibit 99.1 furnished herewith, is being furnished and shall not be deemed "filed" for any purpose of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of such Section. The information in this Current Report on Form 8-K shall not be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended (the "Securities Act"), or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

Second Supplemental Indenture

On March 24, 2025, the Company entered into a second supplemental indenture (the "Second Supplemental Indenture") by and between Deutsche Bank Trust Company Americas, as trustee (the "Trustee"), effective as of the closing of the Merger. The Second Supplemental Indenture relates to the Company's assumption of $700.0 million in aggregate principal amount of OTF II's 6.750% Notes due 2029 (the "Notes").

Pursuant to the Second Supplemental Indenture, the Company expressly assumed the obligations of OTF II for the due and punctual payment of the principal of, and premium, if any, and interest on all the Notes outstanding, and the due and punctual performance and observance of all of the covenants and conditions of the indenture, dated April 4, 2024 (the "Base Indenture"), by and between OTF II and the Trustee, as amended by the first supplemental indenture, dated April 4, 2024 (the "First Supplemental Indenture"), by and between OTF II and the Trustee, to be performed by OTF II.

The foregoing description of the Notes and the Second Supplemental Indenture does not purport to be complete and is qualified in its entirety by reference to the Base Indenture, the First Supplemental Indenture, providing for the issuance of the Notes, and the Second Supplemental Indenture, relating to the Company's assumption of the Notes, copies of which, including the form of Notes related thereto, are attached or incorporated by reference as Exhibits 4.1 through 4.5 to this Current Report on Form 8-K, respectively, and are incorporated into this Current Report on Form 8-K by reference.

Note Assumption Agreement

On March 24, 2025, the Company entered into an assumption agreement (the "Note Assumption Agreement") for the benefit of the Noteholders (as defined in the Note Purchase Agreement (as defined below)). The Note Assumption Agreement relates to the Company's assumption of $75.0 million aggregate principal amount of 8.50% Series 2023A Senior Notes, due September 27, 2028 (the "2023A Notes") and other obligations of OTF II under a Note Purchase Agreement, dated as of September 27, 2023 (as amended, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), among OTF II and certain institutional investors specified therein.

Pursuant to the Note Assumption Agreement, the Company unconditionally and expressly assumed, confirmed and agreed to perform and observe each and every one of the covenants, rights, promises, agreements, terms, conditions, obligations, duties and liabilities of OTF II under the Note Purchase Agreement, under the 2023A Notes and under any documents, instruments or agreements executed and delivered or furnished by OTF II in connection therewith, and to be bound by all waivers made by OTF II with respect to any matter set forth therein.

The description above is only a summary of certain of the material provisions of the Note Assumption Agreement and the Note Purchase Agreement and is qualified in its entirety by reference to the text of the Note Assumption Agreement and the Note Purchase Agreement, which are filed as Exhibits 10.1 and 10.2 to this Report and are incorporated herein by reference.

Revolving Credit Facility

On March 24, 2025, through the accordion feature in connection with the Merger in the Amended and Restated Senior Secured Credit Agreement, dated as of March 15, 2019 (as amended by the First Amendment to Amended and Restated Senior Secured Revolving Credit Agreement, dated as of September 26, 2023, as amended by the Second Amendment to Amended and Restated Senior Secured Revolving Credit Agreement, dated as of June 13, 2024, and as further amended by the Third Amendment to Amended and Restated Senior Secured Credit Agreement, dated as of December 20, 2024, the "Credit Agreement"), by and among the Company, as borrower, Truist Bank, as administrative agent and the lenders party thereto, the aggregate commitments under the Credit Agreement increased from $1,090.0 million to $2,575.0 million.

SPV Credit Facilities

On March 24, 2025, as a result of the consummation of the Merger, the Company became party to and assumed all of OTF II's obligations under SPV Asset Facility I and SPV Asset Facility II (each, as defined in OTF II's Annual Report on Form 10-K for the year ended December 31, 2024, filed on March 4, 2025 (the "OTF II 10-K")).

Information regarding SPV Asset Facility I and SPV Asset Facility II is set forth in "Part II—Item 8. Consolidated Financial Statements and Supplementary Data—Notes to Consolidated Financial Statements—Note 5. Debt" in the OTF II 10-K, and is incorporated into this Current Report on Form 8-K by reference.

The description incorporated by reference above is only a summary of the material provisions of the SPV Asset Facility I and SPV Asset Facility II and is qualified in its entirety by reference to the SPV Asset Facility I and SPV Asset Facility II, as amended, which are filed, with any amendments and other relevant agreements, as Exhibits 10.3 through 10.11 to this Current Report on Form 8-K.

Collateralized Loan Obligations ("CLOs")

On March 24, 2025, as a result of the consummation of the Merger, the Company became party to the relevant agreements with respect to and assumed all of OTF II's obligations under the Athena CLO II Transaction and the Athena CLO IV Transaction (as defined in the OTF II 10-K).

Information regarding the Athena CLO II Transaction and the Athena CLO IV Transaction is set forth in "Part II—Item 8. Consolidated Financial Statements and Supplementary Data—Notes to Consolidated Financial Statements—Note 5. Debt" in the OTF II 10-K, and is incorporated into this Current Report on Form 8-K by reference.

The description incorporated by reference above is only a summary of the material provisions of the Athena CLO II Transaction and the Athena CLO IV Transaction and is qualified in its entirety by reference to the relevant agreements with respect to the Athena CLO II Transaction and the Athena CLO IV Transaction, which are filed as Exhibits 10.12 through 10.20 to this Current Report on Form 8-K.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

In connection with the Merger, the Company adopted second amended and restated articles of incorporation (the "Amended Charter") that became effective upon the closing of the Merger. Pursuant to the Amended Charter, without the prior written consent of the Company's board of directors, during the OTF Restricted Period (as defined below) the Company's shareholders may not transfer (whether by sale, gift, merger, by operation of law or otherwise), exchange, assign, pledge, hypothecate or otherwise dispose of or encumber any shares of the Company's common stock acquired prior to the listing of the Company's common stock on a national securities exchange (the "Listing"). The OTF Restricted Period is through:

- 180 days after the date of the Listing for all of the shares of Company's common stock held by a shareholder prior to the Listing;
- 270 days after the Listing for two-thirds of the shares of Company's common stock held by a shareholder prior to the Listing; and
- 365 days after the Listing for one-third of the shares of Company's common stock held by a shareholder prior to the Listing.

A copy of the Amended Charter is attached hereto as Exhibit 3.1 to this Current Report on Form 8-K.

Item 7.01. Regulation FD Disclosure.

In connection with the closing of the Merger, the Closing OTF Net Asset Value (as defined in the Merger Agreement) as of March 23, 2025 was estimated to be $17.06; and the Closing OTF II Net Asset Value (as defined in the Merger Agreement) as of March 23, 2025 was estimated to be $15.55.

The Closing OTF Net Asset Value and the Closing OTF II Net Asset Value determinations described in this report were made pursuant to the requirements of, and solely for the purposes of, the Merger Agreement. The Closing OTF Net Asset Value and the Closing OTF II Net Asset Value were not reviewed or approved for purposes of financial statement preparation or as part of a comprehensive statement of the Company's or OTF II's financial results. The Closing OTF Net Asset Value of the Company's common stock as of March 23, 2025 may not be indicative of the actual net asset value per share of the Company's common stock as of December 31, 2024 or March 31, 2025.

On March 24, 2025, the Company issued a press release announcing, among other things, the closing of the Merger. A copy of the press release is furnished herewith as Exhibit 99.1.

The information disclosed under this Item 7.01, including Exhibit 99.1 hereto, is being "furnished" and is not deemed "filed" by the Company for purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of that Section, nor is it deemed incorporated by reference into any filing under the Securities Act or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

Forward-Looking Statements

This Current Report may contain "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Statements other than statements of historical facts included in this Current Report on Form 8-K may constitute forward-looking statements and are not guarantees of future performance or results and involve a number of risks and uncertainties. Actual results may differ materially from those expressed or implied in the forward-looking statements as a result of a number of factors, including those described from time to time in filings with the Securities and Exchange Commission.

Such forward-looking statements may include statements preceded by, followed by or that otherwise include the words "anticipate," "believe," "expect," "seek," "plan," "should," "estimate," "project" and "intend" or similar words indicate forward-looking statements, although not all forward-looking statements include these words. Actual results may differ materially from those in the forward-looking statements as a result of a number of factors, including those described from time to time in filings made by the Company with the Securities and Exchange Commission ("SEC"). Certain factors could cause actual results to differ materially from those projected in these forward-looking statements. Factors that could cause actual results to differ materially include: the ability to realize the anticipated benefits of the Merger, the Company's plans, expectations, objectives and intentions as a result of the Merger, the business prospects of the Company and the prospects of its portfolio companies, actual and potential conflicts of interests with OTF Adviser, general economic and political trends and other factors, the dependence of the Company's future success on the general economy and its effect on the industries in which they invest, and future changes in laws or regulations and interpretations thereof. The Company undertakes no duty to update any forward-looking statement made herein. All forward-looking statements speak only as of the date of this Current Report.

Item 9.01. Financial Statements and Exhibits.

(a) Financial Statements of Businesses or Funds Acquired.

The information required by Item 9.01(a) of Form 8-K, including the financial statements required pursuant to Rule 6-11 of Regulation S-X, was previously included or incorporated by reference in the Company's prospectus, dated January 17, 2025, as filed under the Securities Act with the SEC on January 17, 2025 and included in the Company's Registration Statement on Form N-14 (Registration Statement No. 333-283413) initially filed on November 22, 2024, as amended, and, pursuant to General Instruction B.3 of Form 8-K, is not included herein.

The required audited financial statements of OTF II as of December 31, 2024 and for the year then ended and the related notes are filed as Exhibit 99.2 and are incorporated herein by reference.

(d) Exhibits.

Exhibit Number	Description
2.1	Agreement and Plan of Merger, by and among Blue Owl Technology Finance Corp., Blue Owl Technology Finance Corp. II, Oriole Merger Sub Inc., and, solely for the limited purposes set forth therein, Blue Owl Technology Credit Advisors LLC and Blue Owl Technology Credit Advisors II LLC, dated as of November 12, 2024 (incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K, filed on November 13, 2024).

3.1	Second Articles of Amendment and Restatement of Blue Owl Technology Finance Corp.
4.1	Indenture, dated as of April 4, 2024, by and between Blue Owl Technology Finance Corp. II and Deutsche Bank Trust Company Americas, as trustee (incorporated by reference to Exhibit 4.1 to Blue Owl Technology Finance Corp. II's Quarterly Report on Form 10-Q, filed May 9, 2024).
4.2	First Supplemental Indenture, dated as of April 4, 2024, relating to the 6.750% Notes due 2029, by and between Blue Owl Technology Finance Corp. II and Deutsche Bank Trust Company Americas, as trustee (incorporated by reference to Exhibit 4.2 to Blue Owl Technology Finance Corp. II's Quarterly Report on Form 10-Q, filed May 9, 2024).
4.3	Second Supplemental Indenture, dated as of March 24, 2025, relating to the 6.750% Notes due 2029, by and between Blue Owl Technology Finance Corp. II and Deutsche Bank Trust Company Americas, as trustee.
4.4	Form of 6.750% notes due 2029 sold in reliance on Rule 144A of the Securities Act (incorporated by Reference to Exhibit 4.3 to Blue Owl Technology Finance Corp. II's Quarterly Report on Form 10-Q, filed May 9, 2024).
4.5	Form of 6.750% notes due 2029 sold in reliance on Rule 501(a)(1), (2), (3), (7) or (9) of the Securities Act (incorporated by Reference to Exhibit 4.4 to Blue Owl Technology Finance Corp. II's Quarterly Report on Form 10-Q, filed May 9, 2024).
10.1	Assumption Agreement, dated March 24, 2025, by Blue Owl Technology Finance Corp. (as successor by merger to Blue Owl Technology Finance Corp. II), of Note Purchase Agreement, dated as of September 27, 2023, among Blue Owl Technology Finance Corp. II, as issuer, and the Noteholders party thereto.
10.2	Note Purchase Agreement, dated September 27, 2023, between Blue Owl Technology Finance Corp. II and the purchasers party thereto (incorporated by reference to Exhibit 10.1 to Blue Owl Technology Finance Corp. II's Current Report on Form 8-K, filed on September 29, 2023).
10.3	Credit Agreement, dated July 15, 2022, among Athena Funding I LLC, as Borrower, the Lenders referred to therein, Société Générale, as Administrative Agent, and State Street Bank and Trust Company, as Collateral Agent, Collateral Administrator, Custodian and Alter Domus (US) LLC, as Document Custodian (incorporated by reference to Exhibit 10.1 to Blue Owl Technology Finance Corp. II's Current Report on Form 8-K, filed on July 20, 2022).
10.4	Sale and Contribution Agreement, dated July 15, 2022, between Owl Rock Technology Finance Corp. II, as Seller and Athena Funding I LLC, as Purchaser (incorporated by reference to Exhibit 10.2 Blue Owl Technology Finance Corp. II's Current Report on Form 8-K, filed on July 20, 2022).
10.5	First Amendment to Credit Agreement, dated as of January 20, 2023, among Athena Funding I LLC, as Borrower, Société Générale, as Administrative Agent, State Street Bank and Trust Company, as Collateral Agent, Collateral Administrator and Custodian, Alter Domus (US) LLC, as Document Custodian, and the Lenders party thereto (incorporated by reference to Exhibit 10.1 to Blue Owl Technology Finance Corp. II's Current Report on Form 8-K, filed on January 25, 2023).
10.6	Second Amendment to Credit Agreement, dated as of February 22, 2023, among Athena Funding I LLC, as Borrower, Société Générale, as Administrative Agent, State Street Bank and Trust Company, as Collateral Agent, Collateral Administrator and Custodian, Alter Domus (US) LLC, as Document Custodian, and the Lenders party thereto (incorporated by reference to Exhibit 10.1 to Blue Owl Technology Finance Corp. II's Current Report on Form 8-K, filed on February 27, 2023).
10.7	Third Amendment to Credit Agreement, dated as of August 15, 2023, among Athena Funding I LLC, as Borrower, Société Générale, as Administrative Agent, and the Lenders party thereto (incorporated by reference to Exhibit 10.1 to Blue Owl Technology Finance Corp. II's Current Report on Form 8-K, filed on August 17, 2023).
10.8	Fourth Amendment to Credit Agreement, dated as of September 26, 2023, among Athena Funding I LLC, as Borrower, Société Générale, as Administrative Agent, and the Lenders party thereto (incorporated by reference to Exhibit 10.1 to Blue Owl Technology Finance Corp. II's Current Report on Form 8-K, filed on September 28, 2023).

10.9	Loan and Management Agreement, dated November 8, 2022, among Athena Funding II LLC, as Borrower, Owl Rock Technology Finance Corp. II, as Collateral Manager and Transferor, MUFG Bank, Ltd., as Administrative Agent, State Street Bank and Trust Company, as Collateral Agent and Collateral Administrator, and Alter Domus (US) LLC, as Custodian (incorporated by reference to Exhibit 10.1 to the Blue Owl Technology Finance Corp. II's Current Report on Form 8-K, filed on November 10, 2022).
10.1	Purchase and Sale Agreement, dated November 8, 2022, by and between Athena Funding II LLC, as Purchaser, and Owl Rock Technology Finance Corp. II, as Seller (incorporated by reference to Exhibit 10.2 to Blue Owl Technology Finance Corp. II's Current Report on Form 8-K, filed on November 10, 2022).
10.11	Amendment No. 1 to Loan and Management Agreement, dated as of August 20, 2024, among Athena Funding II LLC, as Borrower, Blue Owl Technology Finance Corp. II, as Collateral Manager and Transferor, MUFG Bank, Ltd., as Administrative Agent, each of the Lenders party thereto, State Street Bank and Trust Company, as Collateral Agent, Collateral Administrator and Successor Collateral Custodian, and Alter Domus (US) LLC, as Resigning Collateral Custodian (incorporated by reference to Exhibit 10.1 to Blue Owl Technology Finance Corp. II's Current Report on Form 8-K, filed on August 21, 2024).
10.12	Indenture and Security Agreement, dated as of December 13, 2023, by and between Athena CLO II, LLC, as Issuer and State Street Bank and Trust Company, as Collateral Trustee (incorporated by reference to Exhibit 10.1 to Blue Owl Technology Finance Corp. II's Current Report on Form 8-K, filed on December 15, 2023).
10.13	Loan Sale Agreement, dated as of December 13, 2023, between Blue Owl Technology Finance Corp. II, as Seller and Athena CLO II, LLC, as Purchaser (incorporated by reference to Exhibit 10.2 to Blue Owl Technology Finance Corp. II's Current Report on Form 8-K, filed on December 15, 2023).
10.14	Loan Sale Agreement, dated as of December 13, 2023, between Athena Funding I LLC, as Seller and Athena CLO II, LLC, as Purchaser (incorporated by reference to Exhibit 10.3 to Blue Owl Technology Finance Corp. II's Current Report on Form 8-K, filed on December 15, 2023).
10.15	Class A-L Credit Agreement, dated as of December 13, 2023, among Athena CLO II, LLC, as Borrower, State Street Bank and Trust Company, as Loan Agent and as Trustee, and each of the Lenders party thereto (incorporated by reference to Exhibit 10.4 to Blue Owl Technology Finance Corp. II's Current Report on Form 8-K, filed on December 15, 2023).
10.16	Collateral Management Agreement, dated as of December 13, 2023, between Athena CLO II, LLC and Blue Owl Technology Credit Advisors II LLC (incorporated by reference to Exhibit 10.5 to Blue Owl Technology Finance Corp. II's Current Report on Form 8-K, filed on December 15, 2023).
10.17	Indenture and Security Agreement, dated as of August 15, 2024 by and between Athena CLO IV, LLC, as Issuer and State Street Bank and Trust Company, as Collateral Trustee (incorporated by reference to Exhibit 10.1 to Blue Owl Technology Finance Corp. II's Current Report on Form 8-K, filed on August 19, 2024).
10.18	Loan Sale Agreement, dated as of August 15, 2024, between Blue Owl Technology Finance Corp. II, as Seller and Athena CLO IV, LLC, as Purchaser (incorporated by reference to Exhibit 10.2 to Blue Owl Technology Finance Corp. II's Current Report on Form 8-K, filed on August 19, 2024).
10.19	Loan Sale Agreement, dated as of August 15, 2024, between Athena Funding II LLC, as Seller and Athena CLO IV, LLC, as Purchaser (incorporated by reference to Exhibit 10.3 to Blue Owl Technology Finance Corp. II's Current Report on Form 8-K, filed on August 19, 2024).
10.20	Collateral Management Agreement, dated as of August 15, 2024, between Athena CLO IV, LLC and Blue Owl Technology Credit Advisors II LLC (incorporated by reference to Exhibit 10.4 to Blue Owl Technology Finance Corp. II's Current Report on Form 8-K, filed on August 19, 2024).
99.1	Press Release, dated March 24, 2025.
99.2	Consolidated financial statements of Blue Owl Technology Finance Corp. II as of December 31, 2024 and for the year then ended (incorporated by reference to Blue Owl Technology Finance Corp. II's Annual Report on Form 10-K, filed on March 4, 2025).
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Blue Owl Technology Finance Corp.

Date: March 24, 2025

By: /s/ Jonathan Lamm

Name: Jonathan Lamm

Title: Chief Operating Officer and Chief Financial Officer

BLUE OWL TECHNOLOGY FINANCE CORP.

SECOND ARTICLES OF AMENDMENT AND RESTATEMENT

FIRST: Blue Owl Technology Finance Corp., a Maryland corporation, desires to amend and restate its charter as currently in effect and as hereinafter amended.

SECOND: The following provisions are all the provisions of the charter currently in effect and as hereinafter amended:

Article I. NAME

The name of the corporation (the "Corporation") is: Blue Owl Technology Finance Corp.

Article II. PURPOSES AND POWERS

The purposes for which the Corporation is formed are to engage in any lawful act or activity for which corporations may be organized under the general laws of the State of Maryland as now or hereafter in force, including, without limitation or obligation, engaging in business as a business development company under the Investment Company Act of 1940, as amended (together with any rules and regulations and any applicable guidance and/or interpretations of the Securities and Exchange Commission (the "SEC") or its staff promulgated thereunder, the "1940 Act").

Article III. PRINCIPAL OFFICE IN STATE AND RESIDENT AGENT

The name of the resident agent of the Corporation in the State of Maryland is United Agent Group Inc., whose address is 2405 York Road, Suite 201-C, Lutherville-Timonium, Maryland 21093. The street address of the principal office of the Corporation in the State of Maryland is c/o United Agent Group Inc., 2405 York Road, Suite 201-C, Lutherville-Timonium, Maryland 21093.

Article IV. PROVISIONS FOR DEFINING, LIMITING AND REGULATING CERTAIN POWERS OF THE CORPORATION AND OF THE STOCKHOLDERS AND DIRECTORS

Section 4.01 Number, Vacancies, Classification and Election of Directors. The business and affairs of the Corporation shall be managed under the direction of the Board of Directors. The number of directors of the Corporation (the "Directors") is six, which number may be increased or decreased only by the Board of Directors pursuant to the Bylaws, or the Charter, but shall never be less than the minimum number required by the MGCL. A director shall have the qualifications, if any, specified in the Bylaws. The names of the directors who shall serve until their successors are duly elected and qualify are:

Edward D'Alelio - Class 1 Director (as defined below)
Eric Kaye - Class 2 Director (as defined below)
Craig W. Packer - Class 1 Director (as defined below)
Christopher M. Temple - Class 3 Director (as defined below)
Melissa Weiler - Class 3 Director (as defined below)
Victor Woolridge - Class 2 Director (as defined below)

The Board of Directors may fill any vacancy, whether resulting from an increase in the number of directors or otherwise, on the Board of Directors in the manner provided in the Bylaws.

The Corporation elects at such time as it becomes eligible pursuant to Section 3-802 of the MGCL to make the election as provided for under Section 3-804(c) of the MGCL that, except as may be provided by the Board of Directors in setting the terms of any class or series of Preferred Shares or as may be required by the 1940 Act, any

and all vacancies on the Board of Directors may be filled only by the affirmative vote of a majority of the remaining Directors in office, even if the remaining Directors do not constitute a quorum, and any Director elected to fill a vacancy shall serve for the remainder of the full term of the directorship in which such vacancy occurred.

On the date of the Commencement of the Private Placement, the Directors (other than any Director elected solely by holders of one or more classes or series of Preferred Shares in connection with dividend arrearages) shall be classified, with respect to the terms for which they severally hold office, into three classes, as determined by the Board of Directors, as nearly equal in size as is practicable. The term of office of one class of Directors (the "Class 1 Directors") shall expire at the first annual meeting of Stockholders following the Commencement of the Private Placement, the term of office of another class of Directors (the "Class 2 Directors") shall expire at the second annual meeting of Stockholders following the Commencement of the Private Placement and the term of office of the remaining class of Directors (the "Class 3 Directors") shall expire at the third annual meeting of the Stockholders following the Commencement of the Private Placement, and, in each case, when their respective successors are duly elected and qualify. At each annual meeting of Stockholders, commencing with the annual meeting next following the Commencement of the Private Placement, the successors to the class of Directors whose term expires at such meeting shall be elected to hold office for a term expiring at the third succeeding annual meeting of Stockholders following the meeting at which they were elected and until their respective successors are duly elected and qualify.

Section 4.02 Extraordinary Actions. Except as specifically provided in Section 4.08 (relating to removal of Directors), in Section 7.02 (relating to certain actions and amendments to the Charter), notwithstanding any provision of law permitting or requiring any action to be taken or approved by the affirmative vote of Stockholders entitled to cast a greater number of votes, any such action shall be effective and valid if declared advisable by the Board of Directors and taken or approved by the affirmative vote of Stockholders entitled to cast a majority of all the votes entitled to be cast on the matter.

Section 4.03 Election of Directors. Except as otherwise provided in the Bylaws of the Corporation, each director shall be elected by a majority of the votes case at a meeting of Stockholders duly called and at which a quorum is present.

Section 4.04 Quorum. The presence in person or by proxy of holders of Shares of the Corporation entitled to cast a majority of the votes entitled to be cast (without regard to class) shall constitute a quorum at any meeting of Stockholders, except with respect to any such matter that, under applicable statutes or regulatory requirements or the Charter, requires approval by a separate vote of one or more classes or series of Shares, in which case the presence in person or by proxy of Stockholders entitled to cast a majority of the votes entitled to be cast by such classes or series of Shares on such matter shall constitute a quorum. To the extent permitted by Maryland law as in effect from time to time, the foregoing quorum provision may be changed by the Bylaws.

Section 4.05 Authorization by Board of Stock Issuance. The Board of Directors may authorize the issuance from time to time of Shares of any class or series, whether now or hereafter authorized, or securities or rights convertible into Shares of any class or series, whether now or hereafter authorized, for such consideration, if any, as the Board of Directors may deem advisable (including compensation for the Directors or without consideration in the case of a stock split or stock dividend), subject to such restrictions or limitations, if any, as may be set forth in the Charter or the Bylaws.

Section 4.06 Preemptive Rights and Appraisal Rights. Except as may be provided by the Board of Directors in setting the terms of classified or reclassified Shares pursuant to Section 5.04 or as may otherwise be provided by a contract approved by the Board of Directors, no holder of Shares shall, as such holder, have any preemptive right to purchase or subscribe for any additional Shares or any other security of the Corporation which the Corporation may issue or sell. Holders of Shares shall not be entitled to exercise any rights of an objecting Stockholder provided for under Title 3, Subtitle 2 of the MGCL or any successor statute unless the Board of Directors, upon such terms and conditions specified by the Board of Directors, shall determine that such rights apply, with respect to all or any classes or series of Shares, or any proportion of the Shares thereof, to a particular transaction or all transactions occurring after the date of such determination in connection with which holders of such Shares would otherwise be entitled to exercise such rights.

Section 4.07 Determinations by Board. The determination as to any of the following matters, made by or pursuant to the direction of the Board of Directors not inconsistent with the Charter, shall be final and conclusive and shall be binding upon the Corporation and every holder of Shares: the amount of the net income of the Corporation for any period and the amount of assets at any time legally available for the payment of dividends, purchase of Shares or the payment of other distributions on Shares; the amount of paid-in surplus, net assets, other surplus, annual or other cash flow, funds from operations, net profit, net assets in excess of capital, undivided profits or excess of profits over losses on sales of assets; the amount, purpose, time of creation, increase or decrease, alteration or cancellation of any reserves or charges and the propriety thereof (whether or not any obligation or liability for which such reserves or charges shall have been created shall have been set aside, paid or discharged); any interpretation or resolution of any ambiguity with respect to any provision of the Charter (including any of the terms, preferences, conversion or other rights, voting powers or rights, restrictions, limitations as to dividends or other distributions, qualifications and terms and conditions of redemption of any class or series of Shares) or the Bylaws; the fair value, or any sale, bid or asked price to be applied in determining the fair value, of any asset owned or held by the Corporation or of any Shares; the number of Shares of any class or series of the Corporation; any matter relating to the acquisition, holding and disposition of any assets by the Corporation; any interpretation of the terms and conditions of one or more agreements with any Person, corporation, association, company, trust, partnership (limited or general) or other entity; the compensation of directors, officers, employees or agents of the Corporation; or any other matter relating to the business and affairs of the Corporation or required or permitted by applicable law, the Charter or Bylaws or otherwise to be determined by the Board of Directors.

Section 4.08 Removal of Directors. Subject to the rights of holders of one or more classes or series of Preferred Shares to elect or remove one or more Directors, from and after the Commencement of the Private Placement any Director, or the entire Board of Directors, may be removed from office at any time only for cause and only by the affirmative vote of at least 75% of the votes entitled to be cast generally in the election of Directors, voting together as a single class. For the purpose of this paragraph, "cause" shall mean, with respect to any particular Director, conviction of a felony or a final judgment of a court of competent jurisdiction holding that such Director caused demonstrable, material harm to the Corporation through bad faith or active and deliberate dishonesty.

Section 4.09 Stockholder Action by Unanimous Written Consent. Any action required or permitted to be taken by the Stockholders, unless such action is taken at a duly called annual or special meeting of Stockholders, may only be taken by the unanimous written consent of all Stockholders entitled to vote thereon.

Section 4.10 Exclusive Forum. All Stockholders shall be subject to the forum selection provisions for any direct or derivative action or proceeding as may be set forth in the Bylaws.

Article V. STOCK

Section 5.01 Authorized Shares. The Corporation has authority to issue 1,000,000,000 Shares, initially consisting of 1,000,000,000 shares of common stock, $0.01 par value per share ("Common Shares"), and no shares of preferred stock, $0.01 par value per share ("Preferred Shares"). The aggregate par value of all authorized Shares having par value is $10,000,000.00. If Shares of one class or series are classified or reclassified into Shares of another class or series pursuant to this Article VI, the number of authorized Shares of the former class or series shall be automatically decreased and the number of Shares of the latter class or series shall be automatically increased, in each case by the number of Shares so classified or reclassified, so that the aggregate number of Shares of all classes and series that the Corporation has authority to issue shall not be more than the total number of Shares set forth in the first sentence of this paragraph. The Board of Directors, with the approval of a majority of the entire Board and without any action by the Stockholders, may amend the Charter from time to time to increase or decrease the aggregate number of Shares or the number of Shares of any class or series that the Corporation has authority to issue.

Section 5.02 Common Shares. Each Common Shares shall entitle the holder thereof to one vote. The Board may reclassify any unissued shares of Common Shares from time to time into one or more classes or series of stock.

Section 5.03 Preferred Shares. The Board may classify any unissued Preferred Shares and reclassify any previously classified but unissued Preferred Shares of any series from time to time, into one or more classes or series of Shares.

Section 5.04 Classified or Reclassified Shares. Prior to issuance of classified or reclassified Shares of any class or series, the Board by resolution shall: (a) designate that class or series to distinguish it from all other classes and series of Shares; (b) specify the number of Shares to be included in the class or series; (c) set or change, subject to the express terms of any class or series of Shares outstanding at the time, the preferences, conversion or other rights, voting powers (including exclusive voting rights, if any), restrictions, limitations as to dividends or other distributions, qualifications and terms and conditions of redemption for each class or series; and (d) cause the Corporation to file articles supplementary with the State Department of Assessments and Taxation of Maryland. Any of the terms of any class or series of Shares set or changed pursuant to clause (c) of this Section 5.04 may be made dependent upon facts or events ascertainable outside the Charter (including determinations by the Board or other facts or events within the control of the Corporation) and may vary among holders thereof, provided that the manner in which such facts, events or variations shall operate upon the terms of such class or series of Shares is clearly and expressly set forth in the articles supplementary or other charter document filed with the State Department of Assessments and Taxation of Maryland.

Section 5.05 Charter and Bylaws. All Persons who acquire Shares of the Corporation acquire the same, and the rights of all Stockholders and the terms of all Shares are, subject to the provisions of the Charter and the Bylaws. The Board of Directors shall have the exclusive power, at any time, to make, alter, amend or repeal the Bylaws.
Section 5.06 No Issuance of Share Certificates. Unless otherwise provided by the Board of Directors, the Corporation shall not issue stock certificates. A Stockholder's investment shall be recorded on the books of the Corporation. To transfer his or her Shares, a Stockholder shall submit an executed form to the Corporation, which form shall be provided by the Corporation upon request. Such transfer also will be recorded on the books of the Corporation. Upon issuance or transfer of Shares, the Corporation will provide the Stockholder with information concerning his or her rights with regard to such Shares, as required by the Bylaws and the MGCL or other applicable law.

Section 5.07 Right of Inspection.. A Stockholder that is otherwise eligible under applicable law to inspect the Corporation's books of account, stock ledger, or other specified documents of the Corporation shall have no right to make such inspection if the Board of Directors determines that such stockholder has an improper purpose for requesting such inspection.

Article VI. LIABILITY LIMITATION AND INDEMNIFICATION

Section 6.01 Limitation of Director and Officer Liability. To the maximum extent that Maryland law in effect from time to time permits limitation of the liability of directors and officers of a corporation, no present or former director or officer of the Corporation shall be liable to the Corporation or its stockholders for money damages.

Section 6.02 Indemnification. Subject to any limitations set forth under Maryland law or the 1940 Act, the Corporation shall indemnify and pay or reimburse reasonable expenses in advance of final disposition of a proceeding to (i) any individual who is a present or former Director or officer of the Corporation and who is made or threatened to be made a party to the proceeding by reason of his or her service in that capacity, or (ii) any individual who, while a Director or officer of the Corporation and at the request of the Corporation, serves or has served as a director, officer, partner, member, manager or trustee of another corporation, real estate investment trust, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise and who is made or threatened to be made a party to the proceeding by reason of his or her service in that capacity. The Corporation may, with the approval of the Board of Directors or any duly authorized committee thereof, provide such indemnification and advance for expenses to a Person who served a predecessor of the Corporation in any of the capacities described in (i) or (ii) above and to any employee or agent of the Corporation or a predecessor of the Corporation. The Board may take such action as is necessary to carry out this Section 6.02.

Section 6.03 1940 Act Limitation on Indemnification. The provisions of this Article VI shall be subject to the requirements and limitations of the 1940 Act.

Section 6.04 Amendment or Repeal. Neither the amendment nor repeal of this Article VI, nor the adoption or amendment of any other provision of the Charter or Bylaws inconsistent with this Article VI, shall apply to or affect in any respect the applicability of the preceding sections of this Article VI with respect to any act or failure to act which occurred prior to such amendment, repeal, or adoption.

Article VII. AMENDMENTS

Section 7.01 Amendments Generally. The Corporation reserves the right from time to time, upon the requisite approval by the Board of Directors and/or the Stockholders, to make any amendment to the Charter, now or hereafter authorized by law, including any amendment altering the terms or contract rights, as expressly set forth in the Charter, of any Shares. All rights and powers conferred by the Charter on Stockholders, Directors and officers are granted subject to this reservation.

Section 7.02 Approval of Certain Extraordinary Actions and Charter Amendments.

a. Required Votes. The affirmative vote of the Stockholders entitled to cast at least 75% of the votes entitled to be cast generally in the election of Directors, with holders of each class or series of Shares voting as a separate class:

   i. Any amendment to the Charter to make Common Shares a "redeemable security" and any other proposal to convert the Corporation from a "closed-end company" to an "open-end company" (as defined in the 1940 Act);

   ii. The liquidation or dissolution of the Corporation and any amendment to the Charter to effect any such liquidation or dissolution;

   iii. Any amendment to, or any amendment inconsistent with, the provisions of, Section 4.01, Section 4.02, Section 4.08, Section 4.09, Section 5.05, or this Section 7.02 of this Charter;

   iv. Any merger, consolidation, conversion, share exchange or sale or exchange of all or substantially all of the assets of the Corporation that the MGCL requires be approved by the Stockholders; and

   v. Any transaction between (A) the Corporation and (B) a person, or group of persons acting together (including, without limitation, a "group" for purposes of Section 13(d) of the Securities Exchange Act of 1934, as amended, or any successor provision), that is entitled to exercise or direct the exercise, or acquire the right to exercise or direct the exercise, directly or indirectly, other than solely by virtue of a revocable proxy, of one-tenth or more of the voting power in the election of directors generally, or any person controlling, controlled by or under common control with, or employed by or acting as an agent of, any such person or member of such group;

provided, however, that, if the Continuing Directors (as defined herein), by a vote of at least majority of such Continuing Directors, in addition to approval by the Board of Directors, approve such proposal, transaction or amendment referred to in (i)-(v) above, the affirmative vote of the holders of a majority of the votes entitled to be cast on the matter shall be sufficient to approve such proposal, transaction or amendment; and provided further, that, with respect to any transaction referred to in (a)(v) above, if such transaction is approved by the Continuing Directors, by a vote of at least majority of such Continuing Directors, no stockholder approval of such transaction shall be required unless the MGCL or another provision of the charter or Bylaws otherwise requires such approval.

For the purposes of this Article XII:

a. "Continuing Director" means (i) the directors identified in Section 4.01, (ii) the directors whose nomination for election by the stockholders or whose election by the Board of Directors to fill vacancies on the Board of Directors is approved by a majority of the directors identified in Section 4.01, who are on the Board at the time of the nomination or election, as applicable, or (iii) any successor directors whose nomination for

election by the stockholders or whose election by the Board of Directors to fill vacancies is approved by a majority of the Continuing Directors or successor Continuing Directors, who are on the Board at the time of the nomination or election, as applicable.

Article VIII. TRANSFER RESTRICTIONS

During the Restricted Period, a Stockholder shall not transfer (whether by sale, gift, merger, by operation of law or otherwise), exchange, assign, pledge, hypothecate or otherwise dispose of or encumber (collectively, "Transfer") any shares of Common Shares acquired prior to the listing of the Common Shares on a national securities exchange (the "Listing") to any person or entity unless (i) the Board of Directors provides prior written consent and (ii) the Transfer is made in accordance with applicable securities and other laws. The "Restricted Period" is through 180 days after the date of the Listing for all of the shares of Common Shares held by a Stockholder prior to the date of the Listing, 270 days after the date of the Listing for two-thirds of the shares of Common Shares held by a Stockholder prior to the date of the Listing and 365 days after the date of the Listing for one-third of the shares of Common Shares held by a Stockholder prior to the date of the Listing. The Board of Directors may impose certain conditions in connection with granting its consent to a Transfer. Any purported Transfer of any shares of Common Shares effected in violation of this Article VIII shall be void *ab initio* and shall have no force or effect, and the Corporation shall not register or permit registration of (and shall direct its transfer agent, if any, not to register or permit registration of) any such purported Transfer on its books and records.

THIRD: The amendment to and restatement of the charter as hereinabove set forth have been duly advised by the Board of Directors and approved by the stockholders of the Corporation as required by law.

FOURTH: The current address of the principal office of the Corporation is as set forth in Article III of the foregoing amendment and restatement of the charter.

FIFTH: The name and address of the Corporation's current resident agent are as set forth in Article III of the foregoing amendment and restatement of the charter.

SIXTH: The number of directors of the Corporation and the names of those currently in office are as set forth in Article IV of the foregoing amendment and restatement of the charter.

SEVENTH: The total number of shares of stock which the Corporation had authority to issue immediately before the amendment to the Charter as set forth above was 500,000,000 Common Shares, par value of $0.01 per share, and no Preferred Shares, $0.01 par value per share. The aggregate par value of all authorized Shares having par value was $5,000,000.00.

EIGHTH: The total number of shares of stock which the Corporation had authority to issue immediately after the amendment to the Charter as set forth above is 1,000,000,000 Common Shares, par value of $0.01 per share, and no Preferred Shares, $0.01 par value per share. The aggregate par value of all authorized Shares having par value is $10,000,000.00.

NINTH: The undersigned acknowledges these Second Articles of Amendment and Restatement to be the corporate act of the Corporation and, as to all matters or facts required to be verified under oath, the undersigned acknowledges that, to the best of the undersigned's knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

-Signature page follows-

IN WITNESS WHEREOF, the Corporation has caused these Second Articles of Amendment and Restatement to be signed in its name and on its behalf by its Chief Operating Officer and attested to by its Secretary on the 21st day of March, 2025.

ATTEST:	**BLUE OWL TECHNOLOGY FINANCE CORP.**
/s/ Neena Reddy	/s/ Jonathan Lamm
Neena Reddy	Jonathan Lamm
Secretary	Chief Operating Officer

SECOND SUPPLEMENTAL INDENTURE

between

BLUE OWL TECHNOLOGY FINANCE CORP., AS SUCCESSOR TO BLUE OWL TECHNOLOGY FINANCE CORP. II

and

DEUTSCHE BANK TRUST COMPANY AMERICAS

as Trustee

Dated as of March 24, 2025

SECOND SUPPLEMENTAL INDENTURE

This SECOND SUPPLEMENTAL INDENTURE (this "Second Supplemental Indenture"), dated as of March 24, 2025, is between Blue Owl Technology Finance Corp., a Maryland Corporation ("OTF"), as successor to Blue Owl Technology Finance Corp. II, a Maryland corporation ("OTF II"), and Deutsche Bank Trust Company Americas, as trustee (the "Trustee"). All capitalized terms used herein shall have the meaning set forth in the Base Indenture (as defined below) unless otherwise defined herein.

RECITALS OF OBDC

OTF II and the Trustee executed and delivered an Indenture, dated as of April 4, 2024 (the "Base Indenture"), as supplemented by the first supplemental indenture dated as of April 4, 2024 (the "First Supplemental Indenture", and together with the Base Indenture and, as supplemented by this Second Supplemental Indenture, collectively, the "Indenture"), to provide for the issuance by OTF II from time to time of OTF II's unsecured debentures, notes or other evidences of indebtedness (the "Securities"), to be issued in one or more series as provided in the Indenture. OTF II issued $700,000,000 aggregate principal amount of 6.750% Notes due 2029 (the "Notes") pursuant to the First Supplemental Indenture.

On the date first written above, pursuant to that certain Agreement and Plan of Merger dated as of November 12, 2024, (the "Merger Agreement") by and among OTF, Oriole Merger Sub, Inc., a Maryland corporation and wholly-owned subsidiary of OTF ("Merger Sub"), and, solely for the limited purposes set forth therein, Blue Owl Technology Credit Advisors LLC, a Delaware limited liability company and investment adviser to OTF, and Blue Owl Technology Credit Advisors II LLC, a Delaware limited liability company and investment adviser to OTF II, Merger Sub will be merged with and into OTF II, with OTF II continuing as the surviving company and as a wholly-owned subsidiary of OTF (the "Initial Merger"), and, immediately thereafter, OTF II will merge with and into OTF, with OTF continuing as the surviving company (the "Second Merger" and together, with the Initial Merger, the "Mergers").

As a result of the Mergers, pursuant to Section 8.01 and Section 8.02 of the Indenture, OTF is expressly assuming the obligations of OTF II for the due and punctual payment of the principal of, and premium, if any, and interest on all the Notes outstanding, and the due and punctual performance and observance of all of the covenants and conditions of the Indenture to be performed by the Company.

Section 9.01(i) of the Base Indenture provides that without the consent of Holders of the Securities of any series issued under the Indenture, the Company, when authorized by or pursuant to a Board Resolution, and the Trustee, at any time and from time to time, may enter into one or more indentures supplemental to the Base Indenture to evidence the succession of another Person to the Company and the assumption by any such successor of the covenants of the Company therein and in the Securities contained.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

For and in consideration of the premises, it is mutually agreed, for the equal and proportionate benefit of all Holders of the Notes, as follows:

ARTICLE I
TERMS; SURVIVING PERSON SUBSTITUTED; MISCELLANEOUS

Section 1.01 Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Base Indenture.

Section 1.02 Assumption by OTF. OTF hereby assumes the obligations of OTF II for the due and punctual payment of the principal of, and premium, if any, and interest on all the Notes outstanding and the due and punctual performance and observance of all of the covenants and conditions of the Indenture to be performed by OTF II. OTF hereby succeeds to, and is substituted for, and may exercise every right and power of, OTF II under the Indenture with the same effect as if OTF had been named as the Company in the Indenture.

Section 1.03 No Event of Default. OTF represents that immediately before and immediately after giving effect to the Mergers, no Default or Event of Default has occurred and is occurring.

Section 1.04 Ratification of the Indenture; Second Supplemental Indenture; Part of the Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Second Supplemental Indenture shall form part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

Section 1.05 Governing Law. This Second Supplemental Indenture shall be governed by and construed in accordance with the law of the State of New York without regard to principles of conflicts of laws that would cause the application of laws of another jurisdiction.

Section 1.06 Counterparts. This Second Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Indenture. The exchange of copies of this Second Supplemental Indenture and of signature pages by facsimile, .pdf transmission or electronic mail shall constitute effective execution and delivery of this Second Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile, .pdf transmission or electronic mail shall be deemed to be their original signatures for all purposes. This Second Supplemental Indenture shall be valid, binding, and enforceable against a party only when executed and delivered by an authorized individual on behalf of the party by means of (i) any electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including relevant provisions of the Uniform Commercial Code/UCC (collectively, "Signature Law"); (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or

faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. This Indenture may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same instrument. For avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the UCC or other Signature Law due to the character or intended character of the writings.

Section 1.07 Effect of Headings. The section headings in this Second Supplemental Indenture are for convenience only and shall not affect the construction hereof

Section 1.08 The Trustee. The recitals contained herein shall be taken as the statements of OTF as successor to OTF II, and the Trustee does not assume any responsibility for their correctness. The Trustee makes no representations as to and shall not be responsible for the validity or sufficiency of this Second Supplemental Indenture, except that the Trustee represents that it is duly authorized to execute and deliver this Second Supplemental Indenture and perform its obligations hereunder.

Section 1.09 Benefits Acknowledged. Nothing in this Second Supplemental Indenture, express or implied, shall give to any Person, other than the parties hereto and the Holders any benefit or any legal or equitable right, remedy or claim under this Second Supplemental Indenture.

Section 1.10 Successors. All covenants and agreements in this Second Supplemental Indenture by OTF shall bind its successors and assigns, whether so expressed or not.

Section 1.11 Severability. In case any provision in this Second Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be duly executed as of the date first above written.

BLUE OWL TECHNOLOGY FINANCE CORP.

/s/ Jonathan Lamm

Name: Jonatham Lamm
Title: Chief Operating Officer and Chief Financial Officer

DEUTSCHE BANK TRUST COMPANY AMERICAS., as Trustee

/s/ Sebastian Hidalgo

Name: Sebastian Hildago
Title: Assistant Vice President

/s/ Carol Ng

Name: Carol Ng
Title: Vice President

[Signature Page to Second Supplemental Indenture]

ASSUMPTION AGREEMENT

Assumption Agreement dated as of March 24, 2025 made by Blue Owl Technology Finance Corp., a Maryland corporation (as successor by merger to Blue Owl Technology Finance Corp. II, the *"New Company"*), in favor of the holders of Notes (the *"Noteholders"*), each of which is a party to (or a transferee of a party to) the Note Purchase Agreement, dated as September 27, 2023 by and among Blue Owl Technology Finance Corp. II, a Maryland corporation (the *"Issuer"*), and the Purchasers listed on the Purchaser Schedule thereto (the *"Note Purchase Agreement"*). Capitalized terms used herein without definition shall have the meanings assigned to such terms in the Note Purchase Agreement.

W I T N E S S E T H :

Whereas, pursuant to the Agreement and Plan of Merger, dated as of November 12, 2024, by and among the Issuer, the New Company, and the other parties thereto, the Issuer has been merged with and into the New Company (the *"Transaction"*), and as a result of the Transaction, the New Company has assumed all of the rights, duties, liabilities and obligations of the Issuer, including, without limitation, all of the rights, duties, liabilities and obligations of the Issuer under the Note Purchase Agreement; and

Whereas, the New Company, as the surviving corporation of the Transaction, shall receive direct and indirect benefits by reason of the investments made by the Noteholders under the Note Purchase Agreement (which benefits are hereby acknowledged); and

Whereas, the Note Purchase Agreement requires, as a condition precedent to the consummation of the Transaction, that the New Company execute and deliver this Agreement;

Now Therefore, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the New Company hereby agrees as follows:

1. *Assumption*. (a) The New Company, as the surviving corporation of the Transaction, hereby unconditionally and expressly assumes, confirms and agrees to perform and observe each and every one of the covenants, rights, promises, agreements, terms, conditions, obligations, duties and liabilities of the Issuer under the Note Purchase Agreement and the Notes and under any documents, instruments or agreements executed and delivered or furnished, or to be executed and delivered or furnished, by the Issuer in connection therewith, and to be bound by all waivers made by the Issuer with respect to any matter set forth therein.

(b) All references to the Issuer in any Note Purchase Agreement or Note or any document, instrument or agreement executed and delivered or furnished, or to be executed and delivered or furnished, in connection therewith shall be deemed to be references to the

New Company, except for references to the Issuer relating to its status prior to the consummation of the Transaction.

2. *Representation and Warranties*. The New Company hereby accepts and assumes all obligations and liabilities of the Issuer related to each representation or warranty made by the Issuer in the Note Purchase Agreement or any other document, instrument or agreement executed and delivered or furnished in connection therewith. The New Company further represents, warrants and affirms for the benefit of the Noteholders that each of such representations and warranties contained in Sections 5.1, 5.2, 5.6 and 5.7 of Note Purchase Agreement (with respect to this Agreement rather than the Note Purchase Agreement) is true and correct with respect to the New Company on and as of the date hereof and as of the date of consummation of the Transaction. Each such representation and warranty is incorporated by reference herein in its entirety. The New Company further represents and warrants that no Default or Event of Default has occurred and is continuing under the Note Purchase Agreement.

3. *Further Assurances*. At any time and from time to time, upon any Noteholder's request and at the sole expense of the New Company, the New Company will promptly execute and deliver any and all further instruments and documents and will take such further action as such Noteholder may reasonably deem necessary to effect the purposes of this Agreement.

4. *Amendment, Etc.* No amendment or waiver of any provision of this Agreement shall be effective, unless the same be in writing and executed in accordance with the provisions of the Note Purchase Agreement.

5. *Binding Effect; Assignment*. This Agreement shall be binding upon the New Company, and shall inure to the benefit of the Noteholders and their respective successors and assigns. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

6. *Governing Law*. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered by its duly authorized officer on the date first above written.

BLUE OWL TECHNOLOGY FINANCE CORP.

By: /s/Jonathan Lamm

Name: Jonathan Lamm

Title: Chief Financial Officer

[*Signature Page to Assumption Agreement*]

Blue Owl Technology Finance Corp. Completes Merger with Blue Owl Technology Finance Corp. II

Creates the largest software-focused BDC by total assets

NEW YORK – March 24, 2025 – Blue Owl Technology Finance Corp. ("OTF") today announced the closing of its merger with Blue Owl Technology Finance Corp. II ("OTF II"), with OTF as the surviving company. This merger establishes OTF as the largest software-focused BDC by total assets with over $12 billion of total assets at fair value and investments in 180 portfolio companies, on a pro forma combined basis as of December 31, 2024.

Craig W. Packer, Chief Executive Officer of OTF said, "This merger creates the largest software lending BDC and represents a significant step in the evolution of the Blue Owl Credit platform. We would like to thank all of our shareholders for their support in the completion of this transaction. We look forward to leveraging the increased scale of the combined company to continue to deliver attractive risk-adjusted returns while enhancing our positioning for a potential liquidity event in the future."

Erik Bissonnette, President of OTF commented, "We have delivered strong portfolio performance, excellent credit quality and attractive returns to shareholders since launching our software strategy in 2018. We remain confident that the combined company's increased scale will continue to serve as a competitive advantage for our software lending strategy moving forward."

Upon closing of the merger, OTF II shareholders received 0.9113 shares of OTF common stock for each share of OTF II common stock based on the final exchange ratio, in addition to a payment of cash in lieu of fractional shares. The exchange ratio was determined based on the closing net asset value per share for OTF and OTF II as of March 23, 2025. Following the merger, legacy OTF shareholders and former OTF II shareholders own approximately 46% and 54%, respectively, of the combined company at closing.

In support of the merger, as previously announced, OTF's advisor, Blue Owl Technology Credit Advisors LLC, has agreed to reimburse $4.75 million of fees and expenses associated with the merger.

Advisors

RBC Capital Markets and Truist Securities, Inc. served as lead financial advisors to the special committee of independent directors of OTF. ING Financial Markets LLC and Sumitomo Mitsui Banking Corporation also acted as co-financial advisors to the special committee of independent directors of OTF. Eversheds Sutherland (US) LLP served as the legal counsel to the special committee of independent directors of OTF.

Morgan Stanley & Co. LLC and Greenhill, a Mizuho affiliate, served as lead financial advisors to the special committee of independent directors of OTF II. MUFG Bank, Ltd also acted as co-financial advisor to the special committee of independent directors of OTF II. Stradley Ronon Stevens & Young, LLP served as legal counsel to the special committee of independent directors of OTF II.

Kirkland & Ellis LLP served as legal counsel to the investment advisers of OTF and OTF II.

About Blue Owl Technology Finance Corp.

Blue Owl Technology Finance Corp. ("OTF") is a specialty finance company focused on making debt and equity investments to U.S. technology-related companies, with a strategic focus on software. As of December 31, 2024, OTF had investments in 148 portfolio companies with an aggregate fair value of $6.4 billion. OTF has elected to be regulated as a business development company under the Investment Company Act of 1940, as amended. OTF is externally managed by Blue Owl Technology Credit Advisors LLC, an SEC-registered investment adviser that is an indirect affiliate of Blue Owl Capital Inc. ("Blue Owl") (NYSE: OWL) and part of Blue Owl's Credit platform.

Forward-Looking Statements

Some of the statements in this press release constitute forward-looking statements because they relate to future events, future performance or financial condition of OTF or OTF II or the two-step merger (collectively, the "Mergers") of OTF II with and into OTF. The forward-looking statements may include statements as to: future operating results of OTF and OTF II and distribution projections; business prospects of OTF and OTF II and the prospects of their portfolio companies; and the impact of the investments that OTF and OTF II expect to make. In addition, words such as "anticipate," "believe," "expect," "seek," "plan," "should," "estimate," "project" and "intend" indicate forward-looking statements, although not all forward-looking statements include these words. The forward-looking statements contained in this press release involve risks and uncertainties. Certain factors could cause actual results and conditions to differ materially from those projected, including the uncertainties associated with (i) the expected synergies and savings associated with the Mergers; (ii) the ability to realize the anticipated benefits of the Mergers, including the expected accretion to net investment income and the elimination or reduction of certain expenses and costs due to the Mergers; (iii) risks related to diverting management's attention from ongoing business operations; (iv) the risk that shareholder litigation in connection with the Mergers may result in significant costs of defense and liability; (v) changes in the economy, financial markets and political environment; (vi) the impact of geo-political conditions, including revolution, insurgency, terrorism or war, including those arising out of the ongoing war between Russia and Ukraine and the escalated conflict in the Middle-East and North Africa regions and general uncertainty surrounding the financial and political stability of the United States, the United Kingdom, the European Union and China, on financial market volatility, global economic markets, and various markets for commodities globally such as oil and natural gas; (vii) future changes in law or regulations; (viii) conditions to OTF's operating areas, particularly with respect to business development companies or regulated investment companies; (viii) an economic downturn, elevated interest rates and fluctuating inflation rates, ongoing supply chain and labor market disruptions, including those as a result of strikes, work stoppages or accidents, instability in the U.S. and international banking systems, uncertainties related to the potential impact of tariff enactment and tax reductions, and the risk of recession or a shutdown of government services could impact business prospects of OTF and its portfolio companies; (ix) the ability of Blue Owl Technology Credit Advisors LLC to locate suitable investments for the combined company and to monitor and administer its investments; (x) the ability of Blue Owl Technology Credit Advisors LLC to attract and retain highly talented professionals; and (xi) other considerations that may be disclosed from time to time in OTF's publicly disseminated documents and filings with the Securities and Exchange Commission ("SEC"). OTF has based the forward-looking statements included in this press release on information available to them on the date hereof, and they assume no obligation to update any such forward-looking statements. Although OTF undertakes no obligation to revise or update any forward-looking statements, whether as a result of new information, future events or otherwise, you are advised to consult any additional disclosures that they may make directly to you or through reports that OTF in the future may file with the SEC, annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K.

Investor Contact:

BDC Investor Relations
Michael Mosticchio
credit-ir@blueowl.com

Media Contact:

Prosek Partners
Josh Clarkson
pro-blueowl@prosek.com