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

SCHEDULE 13D
Under the Securities Exchange Act of 1934
(Amendment No.)*

FS KKR Capital Corp.

(Name of Issuer)

Common stock, \$0.001 par value
(Title of Class of Securities)

302635206
(CUSIP Number)

Noah Greenhill, Esq.
KKR Credit Advisors (US) LLC
30 Hudson Yards
New York, NY 10001
(212) 750-8300

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

November 26, 2021

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAMES OF REPORTING PERSONS KKR FSK (Unlev) Aggregator L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 17,489,253
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 17,489,253
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 17,489,253	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 6.1%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

1	NAMES OF REPORTING PERSONS KKR Alternative Assets L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 980,587
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 980,587
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 980,587	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.3%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

1	NAMES OF REPORTING PERSONS KKR FSK Aggregator (Unlev) GP LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 17,489,253
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 17,489,253
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 17,489,253	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 6.1%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

1	NAMES OF REPORTING PERSONS KKR Financial Holdings LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 17,489,253
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 17,489,253
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 17,489,253	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 6.1%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

1	NAMES OF REPORTING PERSONS KKR Credit Advisors (US) LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 17,489,253
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 17,489,253
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 17,489,253	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 6.1%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IA	

1	NAMES OF REPORTING PERSONS Kohlberg Kravis Roberts & Co. L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 17,489,253
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 17,489,253
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 17,489,253	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 6.1%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

1	NAMES OF REPORTING PERSONS KKR & Co. GP LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 17,489,253
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 17,489,253
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 17,489,253	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 6.1%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

1	NAMES OF REPORTING PERSONS KKR Holdco LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 17,489,253
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 17,489,253
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 17,489,253	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 6.1%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

1	NAMES OF REPORTING PERSONS KKR Alternative Assets Limited	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 980,587
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 980,587
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 980,587	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.3%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

1	NAMES OF REPORTING PERSONS KKR Group Assets Holdings II L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 980,587
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 980,587
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 980,587	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.3%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

1	NAMES OF REPORTING PERSONS KKR Group Assets II GP LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 980,587
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 980,587
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 980,587	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.3%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

1	NAMES OF REPORTING PERSONS KKR Group Partnership L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 18,469,840
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 18,469,840
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 18,469,840	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 6.5%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

1	NAMES OF REPORTING PERSONS KKR Group Holdings Corp.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 18,469,840
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 18,469,840
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 18,469,840	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 6.5%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

1	NAMES OF REPORTING PERSONS KKR & Co. Inc.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 18,469,840
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 18,469,840
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 18,469,840	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 6.5%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

1	NAMES OF REPORTING PERSONS KKR Management LLP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 18,469,840
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 18,469,840
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 18,469,840	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 6.5%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

1	NAMES OF REPORTING PERSONS Henry R. Kravis	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 18,469,840
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 18,469,840
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 18,469,840	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 6.5%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

1	NAMES OF REPORTING PERSONS George R. Roberts	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 18,469,840
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 18,469,840
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 18,469,840	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 6.5%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

Item 1. Security and Issuer.

This Statement on Schedule 13D (this “Schedule 13D”) relates to shares of common stock, \$0.001 par value per share (the “Common Stock”), of FS KKR Capital Corp., a Maryland corporation (the “Issuer”). The Issuer’s principal executive offices are located at 201 Rouse Boulevard, Philadelphia, Pennsylvania.

Item 2. Identity and Background.

(a), (f) This Schedule 13D is being filed pursuant to Rule 13d-1(a) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), by:

- i. KKR FSK (Unlev) Aggregator L.P., a Delaware limited partnership;
- ii. KKR Alternative Assets L.P., a Delaware limited partnership;
- iii. KKR FSK Aggregator (Unlev) GP LLC, a Delaware limited liability company;
- iv. KKR Financial Holdings LLC, a Delaware limited liability company;
- v. KKR Credit Advisors (US) LLC, a Delaware limited liability company;
- vi. Kohlberg Kravis Roberts & Co. L.P., a Delaware limited partnership;
- vii. KKR & Co. GP LLC, a Delaware limited liability company;
- viii. KKR Holdco LLC, a Delaware limited liability company;
- ix. KKR Alternative Assets Limited, a Cayman Islands exempted limited company;
- x. KKR Group Assets Holdings II L.P., a Delaware limited partnership;
- xi. KKR Group Assets II GP LLC, a Delaware limited liability company;
- xii. KKR Group Partnership L.P., a Cayman Islands exempted limited partnership;
- xiii. KKR Group Holdings Corp., a Delaware corporation;
- xiv. KKR & Co. Inc., a Delaware corporation;
- xv. KKR Management LLP, a Delaware limited liability partnership;
- xvi. Henry R. Kravis, a United States citizen; and
- xvii. George R. Roberts, a United States citizen (the persons and entities listed in items (i) through (xvii) are collectively referred to herein as the “Reporting Persons”).

As of the date hereof, KKR FSK (Unlev) Aggregator L.P. directly holds 17,489,253 shares of Common Stock of the Issuer and KKR Alternative Assets L.P. directly holds 980,587 shares of Common Stock of the Issuer.

KKR FSK Aggregator (Unlev) GP LLC is the general partner of KKR FSK (Unlev) Aggregator L.P. KKR Financial Holdings LLC is the sole member of KKR FSK Aggregator (Unlev) GP LLC. KKR Credit Advisors (US) LLC acts as an investment advisor to KKR FSK (Unlev) Aggregator L.P. Kohlberg Kravis Roberts & Co. L.P. is the holder of all of the outstanding equity interests in KKR Credit Advisors (US) LLC. KKR & Co. GP LLC is the general partner of Kohlberg Kravis Roberts & Co. L.P. KKR Holdco LLC is the sole member of KKR & Co. GP LLC. The sole member of each of KKR Financial Holdings LLC and KKR Holdco LLC is KKR Group Partnership L.P.

The general partner of KKR Alternative Assets L.P. is KKR Alternative Assets Limited. KKR Alternative Assets Limited is wholly owned by KKR Group Assets Holdings II L.P. The general partner of KKR Group Assets Holdings II L.P. is KKR Group Assets II GP LLC. The sole member of KKR Group Assets II GP LLC is KKR Group Partnership L.P.

KKR Group Holdings Corp. is the general partner of KKR Group Partnership L.P. KKR & Co. Inc. is the sole shareholder of KKR Group Holdings Corp. KKR Management LLP is the Series I preferred stockholder of KKR & Co. Inc. Messrs. Henry R. Kravis and George R. Roberts are the founding partners of KKR Management LLP.

Each of Messrs. Joseph Bae, Scott Nuttall, Robert Lewin and David Sorkin is a director of KKR Group Holdings Corp. The executive officers of KKR Group Holdings Corp. and KKR & Co. Inc. are Messrs. Kravis, Roberts, Bae, Nuttall, Lewin, Sorkin and Mr. Ryan Stork. The directors of KKR & Co. Inc. are listed on Annex A attached hereto, which is incorporated herein by reference.

Each of Messrs. Bae, Nuttall, Sorkin and Stork is a United States citizen and Mr. Lewin is a Canadian citizen.

The Reporting Persons have entered into a joint filing agreement, a copy of which is attached hereto as Exhibit A.

(b) The address of the business office of each of the Reporting Persons and the other individuals named in this Item 2, unless as otherwise noted below, is:

c/o Kohlberg Kravis Roberts & Co. L.P.
30 Hudson Yards
New York, New York 10001

The address of the principal business office of Mr. Roberts is:

c/o Kohlberg Kravis Roberts & Co. L.P.
2800 Sand Hill Road, Suite 200
Menlo Park, CA 94025

The address of the principal business office of KKR Credit Advisors (US) LLC is:

KKR Credit Advisors (US) LLC
555 California Street, 50th Floor
San Francisco, CA 94104

(c) Each of KKR Financial Holdings LLC, KKR Holdco LLC, KKR Group Partnership L.P., KKR Group Holdings Corp., KKR & Co. Inc. and KKR Management LLP is principally engaged as a holding company. KKR FSK (Unlev) Aggregator L.P. is principally engaged in the business of investing in securities. Each of KKR Alternative Assets L.P., KKR FSK Aggregator (Unlev) GP LLC, KKR Alternative Assets Limited, KKR Group Assets Holdings II L.P., KKR Group Assets II GP LLC, is principally engaged in the business of being the general partner or member of investment entities affiliated with KKR Group Partnership L.P. Kohlberg Kravis Roberts & Co. L.P. and KKR Credit Advisors (US) LLC are principally engaged in the investment management business. KKR GP LLC is principally engaged as the general partner of Kohlberg Kravis Roberts & Co. L.P.

The present principal occupation or employment of each of Messrs. Kravis, Roberts, Bae, Nuttall, Lewin, Sorkin and Stork is as an executive of Kohlberg Kravis Roberts & Co. L.P. ("KKR") and/or one or more of its affiliates. The present principal occupation of each of the other individuals named in Item 2 is listed on Annex A.

(d) During the last five years, none of the Reporting Persons or, to the best knowledge of the Reporting Persons, any of the other individuals named in this Item 2, has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, none of the Reporting Persons or, to the best knowledge of the Reporting Persons, any of the other individuals named in this Item 2, has been party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding were or are subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Considerations.

As of February 14, 2022, KKR FSK (Unlev) Aggregator L.P. purchased 10,540,124 of the shares reported herein for an aggregate purchase price of \$203,133,236. The source of funds for such purchases was funds available to KKR FSK (Unlev) Aggregator L.P., including capital contributions from investors, and received an additional 6,949,129 shares of Common Stock as merger consideration for shares of common stock it previously owned in FS KKR Capital Corp. II, in a merger which was completed on June 16, 2021. KKR Alternative Asset L.P. received 980,587 shares of Common Stock as merger consideration for shares of common stock it previously owned in Corporate Capital Trust, Inc., in a merger which was completed on December 19, 2018.

Item 4. Purpose of Transaction.

The information set forth in Items 3 and 6 of this Schedule 13D is hereby incorporated by reference into this Item 4.

The Reporting Persons acquired the securities reported herein for investment purposes and intend to review their investments in the Issuer on a continuing basis. Subject to various factors, including but not limited to the Issuer's financial position and strategic direction, price levels of the Common Stock, conditions in the securities markets, various laws and regulations applicable to the Issuer and companies in its industry and the Reporting Persons' ownership in the Issuer, and general economic and industry conditions, the Reporting Persons may in the future take actions with respect to their investment in the Issuer as they deem appropriate, including changing their current intentions, with respect to any or all matters required to be disclosed in this Schedule 13D. Without limiting the foregoing, the Reporting Persons may, from time to time, acquire or cause affiliates to acquire additional shares of Common Stock or other securities of the Issuer (including any combination or derivative thereof); dispose, or cause affiliates to dispose, of shares of Common Stock or other securities of the Issuer from time to time, and may continue to hold, or cause affiliates to hold, shares of Common Stock or other securities of the Issuer.

On December 9, 2021, KKR FSK Aggregator (UNLEV) L.P. entered into a Rule 10b5-1 purchase plan (the "10b5-1 Plan") pursuant to which, over a period through August 31, 2022 or an earlier date at which all shares under the 10b5-1 Plan have been purchased, it may purchase up to \$70,000,000 of shares of the Issuer's outstanding Common Stock, subject to certain pricing limits and volume limits. The amount and timing of any purchases, if any, may vary and will be determined based on market conditions, share price and other factors. The program will not require KKR FSK Aggregator (UNLEV) L.P. to purchase any specific number of shares of Common Stock or at all, and may be modified, suspended or terminated at any time without notice. As of February 14, 2022, there was approximately \$27.7 million of purchases remaining under the 10b5-1 Plan.

The foregoing description of the 10b5-1 Plan is qualified in its entirety by reference to the 10b5-1 Plan, which is filed as Exhibit C to this Schedule 13D and incorporated by reference herein.

FS/KKR Advisor, LLC (the "Adviser") is the Issuer's external manager and is responsible for, among other things, overseeing the management of the Issuer's operations and for making investment decisions with respect to the Issuer's portfolio, subject to oversight by the Issuer's Board. The Adviser is an affiliate of the Reporting Persons. All of the Issuer's officers and directors, other than the Issuer's independent directors, are employees of KKR & Co. Inc. or one of its affiliates. In such capacities, these individuals may have influence over the corporate activities of the Issuer, including activities which may relate to items described in subparagraphs (a) through (j) of Item 4 of Schedule 13D.

Except as set forth above, or as would occur upon completion of any of the matters discussed herein, the Reporting Persons and, to the best knowledge of the Reporting Persons, each of the other individuals named in Item 2 above, have no present plans, proposals or intentions which would result in or relate to any of the transactions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D. Although the foregoing reflects activities presently contemplated by the Reporting Persons and each other individuals named in Item 2 with respect to the Issuer, the foregoing is subject to change at any time.

Item 5. Interest in Securities of the Issuer.

The information set forth in the cover pages of this Schedule 13D is hereby incorporated by reference into this Item 5.

(a) and (b). As of 4:30 pm Eastern on February 14, 2022, the Reporting Persons beneficially own an aggregate of 18,469,840 Shares, representing 6.5% of the outstanding Shares. The percentages of beneficial ownership in this Schedule 13D are based on an aggregate of 284,965,668 Shares outstanding as of November 5 2021, as set forth in the Issuer's Quarterly Report on Form 10-Q filed by the Issuer on November 8, 2021.

KKR FSK Aggregator (Unlev) GP LLC (as the general partner of KKR FSK (Unlev) Aggregator L.P.), KKR Financial Holdings LLC (as the sole member of KKR FSK Aggregator (Unlev) GP LLC), KKR Credit Advisors (US) LLC (as the investment advisor to KKR FSK (Unlev) Aggregator L.P.), Kohlberg Kravis Roberts & Co. L.P. (as the holder of all of the outstanding equity interests in KKR Credit Advisors (US) LLC), KKR & Co. GP LLC (as the general partner of Kohlberg Kravis Roberts & Co. L.P.), KKR Holdco LLC (as the sole member of KKR & Co. GP LLC), KKR Alternative Assets Limited (as the general partner of KKR Alternative Assets L.P.), KKR Group Assets Holding II L.P. (as the sole owner of KKR Alternative Assets Limited), KKR Group Assets II GP LLC (as the general partner of KKR Group Assets Holding II L.P.), KKR Group Partnership L.P. (as the sole member of KKR Group Assets II GP LLC and the sole member of KKR Financial Holdings LLC), KKR Group Holdings Corp. (as the general partner of KKR Group Partnership L.P.), KKR & Co. Inc. (as the sole shareholder of KKR Group Holdings Corp.), KKR Management LLP (as the Series I preferred stockholder of KKR & Co. Inc.), and Messrs. Kravis and Roberts (as the founding partners of KKR Management LLP) may be deemed to be the beneficial owner of the securities reported herein

The filing of this Schedule 13D shall not be construed as an admission that any of the above-listed entities or individuals is the beneficial owner of any securities covered by this Schedule 13D.

To the best knowledge of the Reporting Persons, none of the individuals named in Item 2 beneficially owns any shares of Shares except as described herein.

(c) Except as set forth on Schedule 1 of this Schedule 13D, which presents information as of 4:30 pm Eastern on February 14, 2022, none of the Reporting Persons, or, to the best knowledge of the Reporting Persons, any other individual named in Item 2 has engaged in any transaction in any shares of Common Stock during the 60 calendar days preceding November 26, 2021 and from November 26, 2021 through the date of this filing.

(d) To the best knowledge of the Reporting Persons, no one other than the Reporting Persons, or the partners, members, affiliates or shareholders of the Reporting Persons has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the securities of the Issuer reported as beneficially owned by the Reporting Persons herein.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

The information set forth in Items 3, 4 and 5 hereof is hereby incorporated by reference into this Item 6.

Except for the matters described herein, the Reporting Persons have no contract, arrangement, understanding or relationship (legal or otherwise) among the Reporting Persons or between the Reporting Persons and any other person with respect to the securities of the Issuer.

Item 7. Materials to be Filed as Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
Exhibit A	Joint Filing Agreement by and among the Reporting Persons.
Exhibit B	Powers of Attorney.
Exhibit C	10b5-1/10b-18 Purchase Plan Agreement

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: February 15, 2022

KKR FSK (UNLEV) AGGREGATOR L.P.

By: KKR FSK Aggregator (Unlev) GP LLC, its general partner

By: /s/ Christopher Lee

Name: Christopher Lee

Title: Assistant Secretary

KKR ALTERNATIVE ASSETS L.P.

By: KKR Alternative Assets Limited, its general partner

By: /s/ Christopher Lee

Name: Christopher Lee

Title: Assistant Secretary

KKR FSK AGGREGATOR (UNLEV) GP LLC

By: /s/ Christopher Lee

Name: Christopher Lee

Title: Assistant Secretary

KKR FINANCIAL HOLDINGS LLC

By: KKR Group Holdings Corp., its general partner

By: /s/ Christopher Lee

Name: Christopher Lee

Title: Attorney-in-fact for Robert H. Lewin, Chief Executive Officer

KKR CREDIT ADVISORS (US) LLC

By: /s/ Christopher Lee

Name: Christopher Lee

Title: Attorney-in-Fact for Jeff Van Horn, Chief Financial Officer

KOHLBERG KRAVIS ROBERTS & CO. L.P.

By:KKR & Co. GP LLC, its general partner

By: /s/ Christopher Lee

Name: Christopher Lee

Title: Attorney-in-fact for Robert H. Lewin, Chief Financial Officer

KKR & CO. GP LLC

By: /s/ Christopher Lee

Name: Christopher Lee

Title: Attorney-in-fact for Robert H. Lewin, Chief Financial Officer

KKR HOLDCO LLC

By: /s/ Christopher Lee

Name: Christopher Lee

Title: Attorney-in-fact for Robert H. Lewin, Chief Financial Officer and
Treasurer

KKR ALTERNATIVE ASSETS LIMITED

By: /s/ Christopher Lee

Name: Christopher Lee

Title: Assistant Secretary

KKR GROUP ASSETS HOLDINGS II L.P.

By: KKR Group Assets II GP LLC, its general partner

By: /s/ Christopher Lee

Name: Christopher Lee

Title: Attorney-in-fact for Robert H. Lewin, Chief Financial Officer

KKR GROUP ASSETS II GP LLC

By: /s/ Christopher Lee

Name: Christopher Lee

Title: Attorney-in-fact for Robert H. Lewin, Chief Financial Officer

KKR GROUP PARTNERSHIP L.P.

By: KKR Group Holdings Corp., its general partner

By: /s/ Christopher Lee

Name: Christopher Lee

Title: Assistant Secretary

KKR GROUP HOLDINGS CORP.

By: /s/ Christopher Lee

Name: Christopher Lee

Title: Assistant Secretary

KKR & CO. INC.

By: /s/ Christopher Lee

Name: Christopher Lee

Title: Assistant Secretary

KKR MANAGEMENT LLP

By: /s/ Christopher Lee

Name: Christopher Lee

Title: Assistant Secretary

HENRY R. KRAVIS

By: /s/ Christopher Lee

Name: Christopher Lee

Title: Attorney-in-fact

GEORGE R. ROBERTS

By: /s/ Christopher Lee

Name: Christopher Lee

Title: Attorney-in-fact

Annex A

Directors of KKR & Co. Inc.

The following sets forth the name and principal occupation of each of the directors of KKR & Co. Inc. Each of such persons is a citizen of the United States other than Arturo Gutierrez, who is a citizen of Mexico, Xavier Niel, who is a citizen of France and Evan Spiegel, who is a citizen of the United States and France.

Name	Principal Occupation
Henry R. Kravis	Co-Executive Chairman of KKR & Co. Inc.
George R. Roberts	Co-Executive Chairman of KKR & Co. Inc.
Joseph Y. Bae	Co-Chief Executive Officer of KKR & Co. Inc.
Scott C. Nuttall	Co-Chief Executive Officer of KKR & Co. Inc.
Adriane Brown	Managing Partner of Flying Fish Partners
Matthew Cohler	Former General Partner of Benchmark
Mary N. Dillon	Executive Chair of Ulta Beauty, Inc.
Joseph A. Grundfest	William A. Franke Professor of Law and Business of Stanford Law School
Arturo Gutierrez	Chief Executive Officer of Arca Continental, S.A.B. de C.V.
John B. Hess	Chief Executive Officer of Hess Corporation
Dane Holmes	Chief Executive Officer and Co-Founder of Eskalera Inc.
Xavier Niel	Founder, Deputy Chairman of the Board and Chief Strategy Officer of Iliad SA
Patricia F. Russo	Retired, Former Chief Executive Officer of Alcatel-Lucent
Thomas M. Schoewe	Retired, Former Executive Vice President and Chief Financial Officer of Wal-Mart Stores, Inc.
Robert W. Scully	Retired, Former Member, Office of the Chairman of Morgan Stanley
Evan Spiegel	Co-Founder and Chief Executive Officer of Snap Inc.

Schedule 1

Trading Data

Date	Number of Shares of Common Stock*	Average Price per Share	Price Range*	
			Low	High
9/27/2021	44,600	\$22.38	\$ 22.25	\$ 22.50
9/28/2021	45,140	\$22.11	\$ 21.90	\$ 22.31
9/29/2021	44,850	\$22.27	\$ 22.01	\$ 22.43
9/30/2021	44,684	\$22.31	\$ 22.15	\$ 22.56
10/1/2021	44,244	\$22.19	\$ 22.01	\$ 22.32
10/4/2021	44,883	\$22.22	\$ 22.04	\$ 22.44
10/5/2021	44,440	\$22.47	\$ 22.24	\$ 22.61
10/6/2021	44,450	\$22.46	\$ 22.27	\$ 22.71
10/7/2021	29,134	\$22.81	\$ 22.80	\$ 22.81
10/8/2021	11,733	\$22.81	\$ 22.76	\$ 22.81
10/11/2021	1,600	\$22.81	\$ 22.81	\$ 22.81
10/12/2021	710	\$22.80	\$ 22.79	\$ 22.81
10/14/2021	13,210	\$22.81	\$ 22.81	\$ 22.81
10/18/2021	3,100	\$22.78	\$ 22.74	\$ 22.81
10/21/2021	43,900	\$22.76	\$ 22.64	\$ 22.81
10/22/2021	43,877	\$22.71	\$ 22.63	\$ 22.81
10/25/2021	44,301	\$22.51	\$ 22.39	\$ 22.66
10/26/2021	44,630	\$22.38	\$ 22.24	\$ 22.57
10/27/2021	45,006	\$22.09	\$ 21.96	\$ 22.23
10/28/2021	45,340	\$22.03	\$ 21.96	\$ 22.12
10/29/2021	44,183	\$22.03	\$ 21.91	\$ 22.26
11/1/2021	46,124	\$21.65	\$ 21.47	\$ 22.01
11/2/2021	67,718	\$21.42	\$ 21.32	\$ 21.58
11/3/2021	46,106	\$21.59	\$ 21.47	\$ 21.74
11/4/2021	86,169	\$21.39	\$ 21.28	\$ 21.57
11/5/2021	45,940	\$21.74	\$ 21.61	\$ 22.00
11/8/2021	46,100	\$21.65	\$ 21.56	\$ 21.83
11/9/2021	45,410	\$21.86	\$ 21.71	\$ 22.29
11/10/2021	45,897	\$21.75	\$ 21.57	\$ 21.85
11/11/2021	45,800	\$21.81	\$ 21.75	\$ 21.96
11/12/2021	45,750	\$21.83	\$ 21.75	\$ 21.90
11/15/2021	45,900	\$21.72	\$ 21.52	\$ 21.96
11/16/2021	93,138	\$21.41	\$ 21.28	\$ 21.62
11/17/2021	93,545	\$21.34	\$ 21.25	\$ 21.44
11/18/2021	92,936	\$21.46	\$ 21.38	\$ 21.64
11/19/2021	94,500	\$21.12	\$ 21.00	\$ 21.37
11/22/2021	93,515	\$21.36	\$ 21.26	\$ 21.43
11/23/2021	93,240	\$21.43	\$ 21.28	\$ 21.53
11/24/2021	92,658	\$21.56	\$ 21.43	\$ 21.66
11/26/2021	94,607	\$21.11	\$ 20.94	\$ 21.30
11/29/2021	92,612	\$21.38	\$ 21.21	\$ 21.49
11/30/2021	94,948	\$21.02	\$ 20.92	\$ 21.25
12/1/2021	94,560	\$21.12	\$ 20.79	\$ 21.37
12/2/2021	94,440	\$21.14	\$ 20.85	\$ 21.30
12/3/2021	94,510	\$21.13	\$ 20.99	\$ 21.26
12/6/2021	93,698	\$21.29	\$ 21.07	\$ 21.42
12/7/2021	92,500	\$21.56	\$ 21.41	\$ 21.65
12/8/2021	92,200	\$21.65	\$ 21.56	\$ 21.73
12/9/2021	92,465	\$21.54	\$ 21.47	\$ 21.66
12/10/2021	93,000	\$21.46	\$ 21.36	\$ 21.65

Date	Number of Shares of Common Stock*	Average Price per Share	Price Range*	
			Low	High
12/13/2021	93,800	\$21.28	\$ 21.16	\$ 21.42
12/14/2021	105,003	\$20.29	\$ 20.13	\$ 20.62
12/15/2021	123,800	\$20.12	\$ 20.00	\$ 20.20
12/16/2021	122,800	\$20.31	\$ 20.11	\$ 20.45
12/17/2021	124,300	\$20.08	\$ 19.85	\$ 20.17
12/20/2021	125,741	\$19.83	\$ 19.72	\$ 19.95
12/21/2021	123,000	\$20.27	\$ 20.02	\$ 20.36
12/22/2021	121,916	\$20.37	\$ 20.14	\$ 20.46
12/23/2021	97,000	\$20.59	\$ 20.39	\$ 20.68
12/27/2021	96,200	\$20.74	\$ 20.61	\$ 20.80
12/28/2021	95,800	\$20.85	\$ 20.73	\$ 20.94
12/29/2021	95,700	\$20.85	\$ 20.72	\$ 20.94
12/30/2021	20,349	\$20.94	\$ 20.83	\$ 21.10
12/31/2021	95,318	\$20.96	\$ 20.89	\$ 21.08
1/3/2022	94,400	\$21.16	\$ 21.07	\$ 21.24
1/4/2022	92,650	\$21.56	\$ 21.34	\$ 21.71
1/5/2022	92,205	\$21.66	\$ 21.44	\$ 21.86
1/6/2022	92,391	\$21.61	\$ 21.52	\$ 21.75
1/7/2022	57,982	\$21.71	\$ 21.57	\$ 21.80
1/10/2022	53,200	\$21.77	\$ 21.71	\$ 22.05
1/11/2022	45,100	\$22.12	\$ 21.82	\$ 22.41
1/12/2022	44,050	\$22.68	\$ 22.54	\$ 22.84
1/13/2022	44,400	\$22.49	\$ 22.43	\$ 22.61
1/14/2022	44,422	\$22.44	\$ 22.21	\$ 22.60
1/18/2022	44,490	\$22.45	\$ 22.29	\$ 22.63
1/19/2022	44,800	\$22.29	\$ 22.19	\$ 22.40
1/20/2022	45,020	\$22.19	\$ 22.00	\$ 22.30
1/21/2022	92,300	\$21.63	\$ 21.45	\$ 21.93
1/24/2022	95,800	\$20.83	\$ 20.39	\$ 21.34
1/25/2022	90,888	\$21.44	\$ 20.93	\$ 21.75
1/26/2022	91,750	\$21.78	\$ 21.59	\$ 22.10
1/27/2022	91,730	\$21.78	\$ 21.63	\$ 22.03
1/28/2022	91,804	\$21.61	\$ 21.45	\$ 21.74
1/31/2022	45,700	\$21.77	\$ 21.59	\$ 21.90
2/1/2022	45,150	\$22.09	\$ 21.88	\$ 22.21
2/2/2022	44,900	\$22.20	\$ 22.09	\$ 22.35
2/3/2022	44,900	\$22.24	\$ 22.10	\$ 22.31
2/4/2022	44,770	\$22.29	\$ 22.10	\$ 22.49
2/7/2022	44,400	\$22.42	\$ 22.34	\$ 22.55
2/8/2022	44,550	\$22.42	\$ 22.30	\$ 22.49
2/9/2022	44,280	\$22.55	\$ 22.38	\$ 22.67
2/10/2022	44,530	\$22.43	\$ 22.20	\$ 22.59
2/11/2022	45,028	\$22.16	\$ 21.82	\$ 22.37
2/14/2022	45,770	\$21.80	\$ 21.71	\$ 21.98

*The number of securities reported represents an aggregate number of shares executed by a broker-dealer in multiple open market transactions over a range of prices. The price per share reported represents the weighted average price (without regard to brokerage commissions). KKR FSK (Unlev) Aggregator L.P. undertakes to provide the staff of the SEC upon request, the number of shares executed by such Reporting Person at each separate price within the range.

JOINT FILING AGREEMENT

This will confirm the agreement by and among the undersigned that the Schedule 13D filed with the Securities and Exchange Commission on or about the date hereof with respect to the beneficial ownership by the undersigned of the Common Stock of FS KKR Capital Corp. is being filed, and all amendments thereto will be filed, on behalf of each of the persons and entities named below that is named as a reporting person in such filing in accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Dated: February 15, 2022

KKR FSK (UNLEV) AGGREGATOR L.P.

By: KKR FSK Aggregator (Unlev) GP LLC, its general partner

By: /s/ Christopher Lee

Name: Christopher Lee

Title: Assistant Secretary

KKR ALTERNATIVE ASSETS L.P.

By: KKR Alternative Assets Limited, its general partner

By: /s/ Christopher Lee

Name: Christopher Lee

Title: Assistant Secretary

KKR FSK AGGREGATOR (UNLEV) GP LLC

By: /s/ Christopher Lee

Name: Christopher Lee

Title: Assistant Secretary

KKR FINANCIAL HOLDINGS LLC

By: KKR Group Holdings Corp., its general partner

By: /s/ Christopher Lee

Name: Christopher Lee

Title: Attorney-in-fact for Robert H. Lewin, Chief Executive Officer

KKR CREDIT ADVISORS (US) LLC

By: /s/ Christopher Lee

Name: Christopher Lee

Title: Attorney-in-Fact for Jeff Van Horn, Chief Financial Officer

KOHLBERG KRAVIS ROBERTS & CO. L.P.

By: KKR & Co. GP LLC, its general partner

By: /s/ Christopher Lee

Name: Christopher Lee

Title: Attorney-in-fact for Robert H. Lewin, Chief Financial Officer

KKR & CO. GP LLC

By: /s/ Christopher Lee

Name: Christopher Lee

Title: Attorney-in-fact for Robert H. Lewin, Chief Financial Officer

KKR HOLDCO LLC

By: /s/ Christopher Lee

Name: Christopher Lee

Title: Attorney-in-fact for Robert H. Lewin, Chief Financial Officer and Treasurer

KKR ALTERNATIVE ASSETS LIMITED

By: /s/ Christopher Lee

Name: Christopher Lee

Title: Assistant Secretary

KKR GROUP ASSETS HOLDINGS II L.P.

By: KKR Group Assets II GP LLC, its general partner

By: /s/ Christopher Lee

Name: Christopher Lee

Title: Attorney-in-fact for Robert H. Lewin, Chief Financial Officer

KKR GROUP ASSETS II GP LLC

By: /s/ Christopher Lee

Name: Christopher Lee

Title: Attorney-in-fact for Robert H. Lewin, Chief Financial Officer

KKR GROUP PARTNERSHIP L.P.

By: KKR Group Holdings Corp., its general partner

By: /s/ Christopher Lee

Name: Christopher Lee

Title: Assistant Secretary

KKR GROUP HOLDINGS CORP.

By: /s/ Christopher Lee

Name: Christopher Lee

Title: Assistant Secretary

KKR & CO. INC.

By: /s/ Christopher Lee

Name: Christopher Lee

Title: Assistant Secretary

KKR MANAGEMENT LLP

By: /s/ Christopher Lee

Name: Christopher Lee

Title: Assistant Secretary

HENRY R. KRAVIS

By: /s/ Christopher Lee

Name: Christopher Lee

Title: Attorney-in-fact

GEORGE R. ROBERTS

By: /s/ Christopher Lee

Name: Christopher Lee

Title: Attorney-in-fact

POWER OF ATTORNEY

Know all men by these presents that Henry R. Kravis does hereby make, constitute and appoint William J. Janetschek, David J. Sorkin, Terence P. Gallagher, and Christopher B. Lee, or any one of them, as a true and lawful attorney-in-fact of the undersigned with full powers of substitution and revocation, for and in the name, place and stead of the undersigned (both in the undersigned's individual capacity and as a manager or member of any limited liability company, as a partner of any partnership, as an officer of any corporate or other entity, or in the undersigned's capacity in a position similar to the foregoing at any entity, in each case, for which the undersigned is otherwise authorized to sign), to execute and deliver such forms, schedules, statements and other documents as may be required to be filed from time to time with the Securities and Exchange Commission with respect to: (i) Sections 13(d), 13(g), 13(f), 13(h) and 16(a) of the Securities Exchange Act of 1934, as amended, including without limitation, Schedule 13D, Schedule 13G, Form 13F, Form 13H, Form 3, Form 4 and Form 5 and (ii) in connection with any applications for EDGAR access codes, including without limitation the Form ID.

/s/ Henry R. Kravis

Name: Henry R. Kravis

Date: May 28, 2014

POWER OF ATTORNEY

Know all men by these presents that George R. Roberts does hereby make, constitute and appoint William J. Janetschek, David J. Sorkin, Terence P. Gallagher, and Christopher B. Lee, or any one of them, as a true and lawful attorney-in-fact of the undersigned with full powers of substitution and revocation, for and in the name, place and stead of the undersigned (both in the undersigned's individual capacity and as a manager or member of any limited liability company, as a partner of any partnership, as an officer of any corporate or other entity, or in the undersigned's capacity in a position similar to the foregoing at any entity, in each case, for which the undersigned is otherwise authorized to sign), to execute and deliver such forms, schedules, statements and other documents as may be required to be filed from time to time with the Securities and Exchange Commission with respect to: (i) Sections 13(d), 13(g), 13(f), 13(h) and 16(a) of the Securities Exchange Act of 1934, as amended, including without limitation, Schedule 13D, Schedule 13G, Form 13F, Form 13H, Form 3, Form 4 and Form 5 and (ii) in connection with any applications for EDGAR access codes, including without limitation the Form ID.

/s/ George R. Roberts

Name: George R. Roberts

Date: May 28, 2014

POWER OF ATTORNEY

Know all men by these presents that Robert H. Lewin does hereby make, constitute and appoint David J. Sorkin, Terence P. Gallagher, and Christopher Lee, or any one of them, as a true and lawful attorney-in-fact of the undersigned with full powers of substitution and revocation, for and in the name, place and stead of the undersigned (both in the undersigned's individual capacity and as a manager or member of any limited liability company, as a partner of any partnership, as an officer of any corporate or other entity, or in the undersigned's capacity in a position similar to the foregoing at any entity, in each case, for which the undersigned is otherwise authorized to sign), to execute and deliver such forms, schedules, statements and other documents as may be required to be filed

from time to time with the Securities and Exchange Commission with respect to: (i) Sections 13(d), 13(g), 13(f), 13(h) and 16(a) of the Securities Exchange Act of 1934, as amended, including without limitation, Schedule 13D, Schedule 13G, Form 13F, Form 13H, Form 3, Form 4 and Form 5 and (ii) in connection with any applications for EDGAR access codes, including without limitation the Form ID.

/s/ Robert H. Lewin

Name: Robert H. Lewin

Date: January 14, 2020

POWER OF ATTORNEY

Know all men by these presents that Jeffrey Van Horn does hereby make, constitute and appoint David J. Sorkin, Terence P. Gallagher, and Christopher Lee, or any one of them, as a true and lawful attorney-in-fact of the undersigned with full powers of substitution and revocation, for and in the name, place and stead of the undersigned (both in the undersigned's individual capacity and as a manager or member of any limited liability company, as a partner of any partnership, as an officer of any corporate or other entity, or in the undersigned's capacity in a position similar to the foregoing at any entity, in each case, for which the undersigned is otherwise authorized to sign), to execute and deliver such forms, schedules, statements and other documents as may be required to be filed from time to time with the Securities and Exchange Commission with respect to: (i) Sections 13(d), 13(g), 13(f), 13(h) and 16(a) of the Securities Exchange Act of 1934, as amended, including without limitation, Schedule 13D, Schedule 13G, Form 13F, Form 13H, Form 3, Form 4 and Form 5 and (ii) in connection with any applications for EDGAR access codes, including without limitation the Form ID.

/s/ Jeffrey Van Horn

Name: Jeffrey Van Horn

Date: May 13, 2021

10b5-1/10b-18 PURCHASE PLAN AGREEMENT

December 9, 2021

KKR FSK Aggregator (UNLEV) L.P.
9 West 57th Street, Suite 4200
New York, NY 10019

This letter agreement (this “Letter Agreement”) confirms the terms and conditions under which KKR FSK Aggregator (UNLEV) L.P., a limited partnership organized under the laws of the state of Delaware (the “Purchaser”), hereby establishes a plan (the “Plan”) to purchase shares of common stock, par value \$0.001 (the “Securities”), of FS KKR Capital Corp. (the “Issuer”), and under which J.P. Morgan Securities LLC (“JPMS”) will act as its exclusive agent to execute the Plan.

1. Appointment of JPMS. The Purchaser hereby appoints JPMS as its exclusive agent to purchase Securities pursuant to the Plan. It is the Purchaser’s intention that such purchases benefit from the safe harbor provided by Rule 10b-18 (“Rule 10b-18”) and the affirmative defense provided by Rule 10b5-1 (“Rule 10b5-1”) each promulgated by the Securities and Exchange Commission (the “SEC”) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and that the Plan and the transactions contemplated hereby comply with the requirements of paragraph (c)(1)(i)(B) of Rule 10b5-1, and the Purchaser acknowledges that the Purchaser may be deemed to be, and will act as if it is, an “affiliated purchaser” of the Issuer, as such term is defined in, and for purposes of, Rule 10b-18, and the Issuer has also entered into a 10b5-1/10b-18 Purchase Plan Agreement with JPMS, dated as of September 1, 2021, to purchase Securities (the “Issuer Agreement”). Accordingly, the Purchaser hereby agrees that the terms of this Letter Agreement and the Plan shall be interpreted to comply with the requirements of such paragraph (c)(1)(i)(B) and that it shall not take, nor permit any person or entity under its control to take, any action that could jeopardize the availability of Rule 10b-18 for purchases of Securities under the Plan or result in such purchases not so complying with the requirements of such paragraph (c)(1)(i)(B). JPMS agrees that it shall execute all purchases of Securities under this Letter Agreement in accordance with the timing, price and volume restrictions contained in subparagraphs (2), (3) and (4) of paragraph (b) of Rule 10b-18, taking into account the rules and practices of the principal exchange on which the Securities are traded (the “Principal Market”), it being understood that, except for any willful misconduct, bad faith or gross negligence on the part of JPMS, JPMS shall not be responsible for delays between the execution and reporting of a trade in the Securities, any reporting errors of the Principal Market or third party reporting systems or other circumstances beyond JPMS’s control.
2. Term.
 - (a) The Purchaser has entered into a 10b5-1/10b-18 Purchase Plan Agreement with JPMS, dated as of September 1, 2021, to purchase Securities (the “September 2021 Purchaser Agreement”). JPMS is authorized to commence purchasing Securities under this Plan on the first Trading Day after the September 2021 Purchaser Agreement terminates pursuant to its terms (the “Start Date”), and this Letter Agreement and the Plan shall terminate upon the earliest of (the period from and including the Start Date to such termination, the “Plan Period”):
 - (i) 4:00 p.m. (Eastern Time) on August 31, 2022;
 - (ii) the completion of all purchases contemplated by the Plan;
 - (ii) subject to Section 10 below, the receipt by either party from the other of written notice of termination;
 - (iii) the existence of any legal or regulatory restriction that would prohibit any purchase pursuant to the Plan;
 - (iv) the public announcement (as defined in Rule 165(f) under the Securities Act of 1933, as amended) of any merger, acquisition, or similar transaction relating to the Issuer (other than any such transaction in which the Issuer is the acquiring party and the consideration consists solely of cash and there is no valuation period);

- (v) the commencement of any voluntary or involuntary case or other proceeding seeking liquidation, reorganization or other relief with respect to the Issuer or the Purchaser under any bankruptcy, insolvency or similar law or seeking the appointment of a trustee, receiver or other similar official with respect to the Issuer or the Purchaser, or the taking of any corporate action by the Issuer or the Purchaser to authorize or commence any of the foregoing; and
 - (vi) the failure of the Purchaser to comply with Section 7 hereof.
- (b) If, as contemplated by paragraph (a)(iii) of this Section 2, at any time during the term of this Letter Agreement, any legal or regulatory restriction that is applicable to the Issuer, the Purchaser or the affiliates of the Issuer or the Purchaser would, to the knowledge of the Purchaser, prohibit any purchase pursuant to the Plan, the Purchaser shall give JPMS notice of such restriction as soon as practicable (such notice, a “Required Termination Notice”). Such notice shall not include any information about the nature of the restriction or its applicability to the relevant entity.
- (c) The Purchaser shall be solely responsible for any purchases made by JPMS as the Purchaser’s agent prior to the termination of the Plan. In addition, if JPMS receives notice of termination (including any Required Termination Notice) or of any of the termination events listed above, JPMS shall nevertheless be entitled to make, and the Purchaser shall be solely responsible for, a purchase hereunder pursuant to a bid made before such notice was received by JPMS.
- (d) Section 7 of this Letter Agreement shall survive any termination hereof.
3. Purchases Outside Plan. The Purchaser agrees that it shall not, and shall use commercially reasonable efforts to cause the Issuer and any other “affiliated purchaser” (as defined in Rule 10b-18) of the Issuer not to without prior notice to JPMS (i) directly or indirectly purchase, offer to purchase or place any bid or limit order for the purchase of any Securities or any securities convertible or exchangeable into or exercisable for, or the value of which is derived from, the Securities during the Plan Period except under the Plan pursuant to this Letter Agreement or the Issuer Agreement or (ii) enter into any similar purchase plan (other than the Issuer Agreement) or any derivative transaction, accelerated share repurchase transaction or other transaction with a purchase period, valuation period, calculation period or similar period during which the Purchaser’s, Issuer’s or other affiliated purchaser’s, as the case may be, counterparty to such plan or transaction could reasonably be expected to purchase Securities, which period overlaps with the Plan Period. If the Purchaser becomes aware that the Issuer or any other affiliated purchaser of the Issuer has taken any such action during the Plan Period, the Purchaser shall so notify JPMS as soon as practicable. In addition and for the avoidance of doubt, the Purchaser represents and warrants to JPMS that FSK Investments, L.P. is not an affiliated purchaser of the Issuer and that JPMS shall be entitled to rely on that fact in all dealings hereunder and under the Issuer Agreement.
4. Purchasing Procedures.
- (a) On each Trading Day during the Plan Period on which no Market Disruption Event (as defined below) occurs, JPMS shall use commercially reasonable efforts to purchase as agent for the Purchaser and for the account of the Purchaser the lesser of (i) the maximum number of Securities that the Purchaser could purchase on such Trading Day in accordance with the volume condition set forth in Rule 10b-18 and (ii) the number of Securities that JPMS is able, subject to market conditions and principles of best execution, to purchase as agent for the Purchaser and for the account of the Purchaser on such Trading Day using commercially reasonable means in accordance with the Plan guidelines set forth in Annex A hereto. JPMS may purchase Securities on the Principal Market, any national securities exchange, in the over-the-counter market, on an automated trading system or otherwise. Any numbers of Securities to be purchased (and any corresponding purchase price limits or ranges) set forth in Annex A shall be adjusted automatically on a proportionate basis to take into account any stock split, reverse stock split or stock dividend with respect to the Securities or any change in capitalization with respect to the Issuer or any similar event that occurs during the term of this Letter Agreement, as determined by JPMS in good faith and a commercially reasonable manner.

A "Trading Day" is any day during the Plan Period that the Principal Market is open for business and the Securities trade regular way on the Principal Market.

"Market Disruption Event" means that (i) there occurs any material (as reasonably determined by JPMS) suspension of or limitation on trading by the Principal Market, (ii) there occurs any event that materially (as reasonably determined by JPMS) disrupts or impairs the ability of market participants in general to effect transactions in or obtain market values for the Securities or futures or options contracts on the Securities or (iii) the Principal Market closes prior to its scheduled closing time for such Trading Day.

(b) In the event that JPMS, in its reasonable discretion, determines that it is appropriate with regard to any legal, regulatory or self-regulatory requirements or related written internal policies and procedures (whether or not such requirements, policies or procedures are imposed by law or have been voluntarily adopted by JPMS) for JPMS to refrain from purchasing Securities or to purchase fewer than the number of Securities otherwise specified in the instructions provided by the Purchaser on any day, then JPMS may, in its sole discretion, elect that the number of Securities purchased shall be reduced for such day to an amount determined by JPMS in its discretion necessary to comply with such requirements, policies or procedures; provided, that, JPMS shall provide written notice to the Purchaser.

(c) Any Securities purchased pursuant to the Plan shall be purchased under ordinary principles of best execution at the then-prevailing market price. Subject to the terms of the Plan as set forth herein (including Annex A hereto), JPMS shall have full discretion with respect to the execution of all purchases, and the Purchaser acknowledges and agrees that the Purchaser does not have, and shall not attempt to exercise, any influence over how, when or whether purchases of Securities are affected pursuant to the Plan. The Purchaser acknowledges and agrees that, in purchasing Securities pursuant to the Plan, JPMS will be an independent contractor and shall have no trust or fiduciary obligations or responsibilities as a result of entering into this Letter Agreement and performing its services hereunder.

5. Payment for and Delivery of Purchased Securities. Payment for Securities purchased, together with any applicable fees, shall be made by the Purchaser within one standard settlement cycle after the purchase. Purchased Securities will be held or delivered in accordance with instructions to be furnished by the Purchaser. On any day on which JPMS purchases Securities hereunder, JPMS shall provide a daily email report confirming purchases of Securities to the Purchaser and to such other persons or agents of the Purchaser as the Purchaser shall designate. Such report shall include the specific price and number of shares purchased at each such specific price for the Purchaser and any affiliated purchasers of the Issuer who have directed JPMS to provide such information to the Purchaser.

6. Compensation. For the services provided in this Letter Agreement, the Purchaser agrees to pay to JPMS a fee of \$0.02 per share for the Securities purchased pursuant to the terms of this Letter Agreement.

7. Representations, Warranties and Agreements. The Purchaser represents and warrants to, and agrees with, JPMS as follows:

(a) This Letter Agreement and the transactions contemplated herein have been duly authorized by the Purchaser and, to the Purchaser's knowledge, have been approved, to the extent required, pursuant to or under any and all applicable policies and procedures of the Issuer applicable to purchases of Securities by its "affiliated purchasers"; this Letter Agreement is the valid and binding agreement of the Purchaser, enforceable against the Purchaser in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles and except as rights to indemnification as may be limited by applicable law; performance of the transactions contemplated herein will not violate any law, rule, regulation, order, judgment or decree applicable to the Purchaser or conflict with or result in a breach of or constitute a default under any agreement or instrument to which the Purchaser is a party or by which it or any of its property is bound or its certificate of incorporation or by-laws; and no governmental, administrative or official consent, approval, authorization, notice or filing is required for performance of the transactions contemplated herein.

(b) As of the date of this Letter Agreement, the Purchaser is not aware of any material nonpublic information concerning the Securities or the business, operations or prospects of the Issuer.

(c) The Purchaser is engaging JPMS and entering into this Letter Agreement and the Plan in good faith and not as part of a plan or scheme to evade compliance with the federal securities laws, including, without limitation, Rule 10b-5 under the Exchange Act. Until this Letter Agreement is terminated, the Purchaser agrees not to enter into or alter any corresponding or hedging transaction or position with respect to the Securities.

(d) The Purchaser is not entering into this Letter Agreement to create actual or apparent trading activity in the Securities (or any security convertible into or exchangeable for the Securities) or to raise or depress the price of the Securities (or any security convertible into or exchangeable for the Securities) for the purpose of inducing others to buy or sell Securities, and will not engage in any other securities or derivative transaction to such ends.

(e) During the term of this Letter Agreement, neither the Purchaser nor its officers or employees shall, directly or indirectly, disclose to any person at JPMS effecting purchases under the Plan any material nonpublic information regarding the Issuer or the Securities or any information regarding the Issuer or the Securities that could reasonably be expected to influence the execution of the Plan. Notwithstanding the foregoing, this Plan shall not limit or restrict the Issuer's or the Purchaser's ability to engage in discussions of material nonpublic information, including with respect to the Issuer, its results of operations, financial condition, business or prospects, with employees of JPMS who are not responsible for effecting purchases pursuant to the Plan. JPMS acknowledges its obligations under the U.S securities laws.

(f) The Purchaser acknowledges that JPMS is a "financial institution" and "financial participant" within the meaning of Sections 101(22) and 101(22A), respectively, of Title 11 of the United States Code (the "Bankruptcy Code"). The parties hereto further agree and acknowledge that each transaction under this Letter Agreement is intended to be a "securities contract" as defined in Section 741(7) of the Bankruptcy Code and each payment or delivery of cash, Securities or other property or assets hereunder is a "settlement payment" within the meaning of Section 741(8) of the Bankruptcy Code, and the parties hereto are to be entitled to the protections afforded by, among other Sections, Sections 362(b)(6), 362(b)(27), 362(o), 546(e), 546(j), 555 and 561 of the Bankruptcy Code.

(g) Prior to 8:00 a.m., New York City time on the Start Date, the Purchaser shall provide to JPMS all information, other than publicly reported trading volumes, as may be reasonably requested by JPMS that is necessary for JPMS to calculate the maximum number of Securities that may be purchased as of the Start Date in accordance with the volume condition set forth in Rule 10b-18, and JPMS shall be entitled to rely on such information so provided.

(h) [reserved].

(i) Except as otherwise provided herein, the Purchaser shall be solely responsible for compliance with all statutes, rules and regulations applicable to the Purchaser in connection with the transactions contemplated hereby, including, without limitation, reporting and filing requirements. The Purchaser acknowledges and agrees that it is not relying, and has not relied, upon JPMS or any affiliate of JPMS with respect to the legal, accounting, tax or other implications of the Plan and the transactions contemplated thereby. JPMS has made no representation and has no obligation with respect to whether the Plan or the transactions contemplated thereunder qualify for the safe harbor provided by Rule 10b-18 or the affirmative defense provided by Rule 10b5-1. JPMS acknowledges its agreement in the last sentence in Section 1 hereunder.

8. Issuer Reliance. The Issuer and Issuer's counsel may rely on the representations set forth in this Plan as if they were made directly to the Issuer and Issuer's counsel.

9. Other Purchases by JPMS. Nothing herein shall preclude the purchase by JPMS of Securities for JPMS's own account, or the solicitation or execution of purchase or sale orders of Securities for the account of JPMS's clients.
10. Amendment, Modification, Waiver or Termination. Any amendment, modification or waiver of this Letter Agreement or the Plan must be effected in accordance with the requirements for the amendment of a "plan" as defined in paragraph (c) of Rule 10b5-1. Without limiting the generality of the foregoing, any amendment, modification, waiver or termination shall be made in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b-5 under the Exchange Act, and no such amendment or modification shall be made at any time at which the Purchaser is aware of any material nonpublic information concerning the Issuer or the Securities. The Purchaser acknowledges and agrees that any action taken by it that results in the termination of the Plan pursuant to Section 2 is subject to the principles set forth in this section.
11. Notices. Any written communication shall be sent to the address specified below: and shall become effective upon receipt:

(a) if to JPMS, to it at

J.P. Morgan Securities LLC
383 Madison Avenue, 7th Floor
New York, NY 10179
Telephone: (212) 622-2922

or at such other address as may from time to time be designated by notice to the Purchaser in writing; and

(b) if to the Purchaser, to it at

KKR FSK Aggregator (UNLEV) L.P.
9 West 57th Street, Suite 4200
New York, NY 10019

Attn: General Counsel
Telephone: (212) 850-7300

or at such other address as may from time to time be designated by notice to JPMS in writing.

12. Assignment. Neither party may assign its rights and obligations under this Letter Agreement to any other party; *provided* that JPMS may assign its rights and obligations under this Letter Agreement to any subsidiary of J.P. Morgan Chase & Co.
13. Governing Law. This Letter Agreement and any claim, controversy or dispute arising under or related to this Letter Agreement shall be governed by and construed in accordance with the law of the State of New York, without giving effect to the conflict of laws rules of such State that would apply the laws of any other jurisdiction. The parties hereto irrevocably submit to the exclusive jurisdiction of the federal and state courts located in the Borough of Manhattan, in the City of New York in any suit or proceeding arising out of or relating to this Letter Agreement or the transactions contemplated hereby. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS LETTER AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

If the foregoing correctly sets forth our agreement, please sign the form of acceptance below.

J.P. MORGAN SECURITIES LLC

By: /s/ Ara Movsesian

Name: Ara Movsesian

Title: Executive Director

Agreed to and accepted as of:

KKR FSK AGGREGATOR (UNLEV) L.P.

By: KKR FSK AGGREGATOR (UNLEV) GP LLC, its General Partner

By: /s/ Ryan Wilson

Name: Ryan Wilson

Title: Vice President
