
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

FS KKR Capital Corp.

(Name of Issuer)

Common Stock, par value \$0.001 per share

(Title of Class of Securities)

(CUSIP Number)

**Christopher Lee, Esq.
Kohlberg Kravis Roberts & Co. L.P., 30 Hudson Yards
New York, NY, 10001
212-750-8300**

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

06/15/2026

(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 of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

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).

SCHEDULE 13D

CUSIP No.

Name of reporting person

1 KKR Alternative Assets L.P.

Check the appropriate box if a member of a Group (See Instructions)

2 ☐ (a)
☐ (b)

3 SEC use only

4	Source of funds (See Instructions)
	WC
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)
	☐
6	Citizenship or place of organization
	DELAWARE
	Sole Voting Power
7	22,582,961.00
Number of Shares Beneficially Owned by Each Reporting Person	Shared Voting Power
8	0.00
	Sole Dispositive Power
9	22,582,961.00
With:	Shared Dispositive Power
10	0.00
	Aggregate amount beneficially owned by each reporting person
11	22,582,961.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)
	☐
13	Percent of class represented by amount in Row (11)
	7.8 %
14	Type of Reporting Person (See Instructions)
	PN

SCHEDULE 13D

CUSIP No.

1	Name of reporting person
	KKR Alternative Assets Limited
	Check the appropriate box if a member of a Group (See Instructions)
2	☐ (a)
	☐ (b)
3	SEC use only
4	Source of funds (See Instructions)
	OO
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)
	☐
6	Citizenship or place of organization
	CAYMAN ISLANDS
Number of Shares Beneficially Owned by	Sole Voting Power
7	22,582,961.00
8	Shared Voting Power

Each Reporting Person With:	0.00
	Sole Dispositive Power
9	22,582,961.00
	Shared Dispositive Power
10	0.00
	Aggregate amount beneficially owned by each reporting person
11	22,582,961.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)
	☐
13	Percent of class represented by amount in Row (11)
	7.8 %
14	Type of Reporting Person (See Instructions)
	CO

SCHEDULE 13D

CUSIP No.

1	Name of reporting person
	KKR Group Assets Holdings II L.P.
	Check the appropriate box if a member of a Group (See Instructions)
2	☐ (a)
	☐ (b)
3	SEC use only
4	Source of funds (See Instructions)
	OO
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)
	☐
6	Citizenship or place of organization
	DELAWARE
	Sole Voting Power
7	22,582,961.00
	Shared Voting Power
8	0.00
	Sole Dispositive Power
9	22,582,961.00
	Shared Dispositive Power
10	0.00
	Aggregate amount beneficially owned by each reporting person
11	22,582,961.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

	☐	Percent of class represented by amount in Row (11)
13		7.8 %
		Type of Reporting Person (See Instructions)
14		PN

SCHEDULE 13D

CUSIP No.

1	Name of reporting person	
	KKR Group Assets II GP LLC	
	Check the appropriate box if a member of a Group (See Instructions)	
2	☐ (a)	
	☐ (b)	
3	SEC use only	
	Source of funds (See Instructions)	
4	OO	
	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)	
5	☐	
	Citizenship or place of organization	
6	DELAWARE	
	Sole Voting Power	
7	22,582,961.00	
	Shared Voting Power	
8	0.00	
	Sole Dispositive Power	
9	22,582,961.00	
	Shared Dispositive Power	
10	0.00	
	Aggregate amount beneficially owned by each reporting person	
11	22,582,961.00	
	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)	
12	☐	
	Percent of class represented by amount in Row (11)	
13	7.8 %	
	Type of Reporting Person (See Instructions)	
14	OO	

SCHEDULE 13D

CUSIP No.

1	Name of reporting person
	KKR Group Partnership L.P.
	Check the appropriate box if a member of a Group (See Instructions)
2	☐ (a)
	☐ (b)
3	SEC use only
4	Source of funds (See Instructions)
	OO
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)
	☐
6	Citizenship or place of organization
	CAYMAN ISLANDS
	Sole Voting Power
7	22,582,961.00
Number of	Shared Voting Power
Shares	
Beneficially	8
Owned by	0.00
Each	Sole Dispositive Power
Reporting	9
Person	22,582,961.00
With:	Shared Dispositive Power
	10
	0.00
11	Aggregate amount beneficially owned by each reporting person
	22,582,961.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)
	☐
13	Percent of class represented by amount in Row (11)
	7.8 %
14	Type of Reporting Person (See Instructions)
	PN

SCHEDULE 13D**CUSIP No.**

1	Name of reporting person
	KKR Group Holdings Corp.
	Check the appropriate box if a member of a Group (See Instructions)
2	☐ (a)
	☐ (b)
3	SEC use only
4	Source of funds (See Instructions)

	OO
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)
	☐
6	Citizenship or place of organization
	DELAWARE
	Sole Voting Power
7	22,582,961.00
Number of Shares	Shared Voting Power
Beneficially	8
Owned by	0.00
Each	Sole Dispositive Power
Reporting	9
Person	22,582,961.00
With:	Shared Dispositive Power
	10
	0.00
	Aggregate amount beneficially owned by each reporting person
11	22,582,961.00
	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)
12	☐
	Percent of class represented by amount in Row (11)
13	7.8 %
	Type of Reporting Person (See Instructions)
14	CO

SCHEDULE 13D

CUSIP No.

	Name of reporting person
1	KKR Group Co. Inc.
	Check the appropriate box if a member of a Group (See Instructions)
2	☐ (a)
	☐ (b)
3	SEC use only
	Source of funds (See Instructions)
4	OO
	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)
5	☐
	Citizenship or place of organization
6	DELAWARE
Number of Shares	Sole Voting Power
7	22,582,961.00
Beneficially	Shared Voting Power
Owned by	8
Each	0.00
Reporting	

Person With:	9	Sole Dispositive Power
		22,582,961.00
		Shared Dispositive Power
	10	
		0.00
		Aggregate amount beneficially owned by each reporting person
11		22,582,961.00
		Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)
12		☐
		Percent of class represented by amount in Row (11)
13		7.8 %
		Type of Reporting Person (See Instructions)
14		CO

SCHEDULE 13D

CUSIP No.

		Name of reporting person
1		KKR & Co. Inc.
		Check the appropriate box if a member of a Group (See Instructions)
2		☐ (a)
		☐ (b)
3		SEC use only
		Source of funds (See Instructions)
4		OO
		Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)
5		☐
		Citizenship or place of organization
6		DELAWARE
		Sole Voting Power
	7	
		22,582,961.00
Number of Shares Beneficially Owned by Each Reporting Person With:		Shared Voting Power
	8	
		0.00
		Sole Dispositive Power
	9	
		22,582,961.00
		Shared Dispositive Power
	10	
		0.00
		Aggregate amount beneficially owned by each reporting person
11		22,582,961.00
		Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)
12		☐
		Percent of class represented by amount in Row (11)
13		

14

CO

CUSIP No.

1

Check the appropriate box if a member of a Group (See Instructions)

2



(a)

(b)

3

Source of funds (See Instructions)

4

Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5

Citizenship or place of organization

6

DELAWARE

Sole Voting Power

7

22,582,961.00

Shared Voting Power

8

0.00

Sole Dispositive Power

9

22,582,961.00

With:

Shared Dispositive Power

10

0.00

Aggregate amount beneficially owned by each reporting person

11

22,582,961.00

Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

12

Percent of class represented by amount in Row (11)

13

7.8 %

Type of Reporting Person (See Instructions)

14

PN

CUSIP No.

1	Name of reporting person
	Henry R. Kravis
	Check the appropriate box if a member of a Group (See Instructions)
2	☐ (a)
	☐ (b)
3	SEC use only
4	Source of funds (See Instructions)
	OO
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)
	☐
6	Citizenship or place of organization
	UNITED STATES
	Sole Voting Power
7	0.00
Number of	Shared Voting Power
Shares	
Beneficially	8
Owned by	22,582,961.00
Each	Sole Dispositive Power
Reporting	9
Person	0.00
With:	Shared Dispositive Power
	10
	22,582,961.00
11	Aggregate amount beneficially owned by each reporting person
	22,582,961.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)
	☐
13	Percent of class represented by amount in Row (11)
	7.8 %
14	Type of Reporting Person (See Instructions)
	IN

SCHEDULE 13D

CUSIP No.

1	Name of reporting person
	George R. Roberts
	Check the appropriate box if a member of a Group (See Instructions)
2	☐ (a)
	☐ (b)
3	SEC use only
4	Source of funds (See Instructions)
	OO

5 Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)



Citizenship or place of organization

6

UNITED STATES

Sole Voting Power

7

0.00

Number of
Shares

Shared Voting Power

Beneficially 8

Owned by

22,582,961.00

Each

Sole Dispositive Power

Reporting 9

Person

0.00

With:

Shared Dispositive Power

10

22,582,961.00

Aggregate amount beneficially owned by each reporting person

11

22,582,961.00

Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

12



Percent of class represented by amount in Row (11)

13

7.8 %

Type of Reporting Person (See Instructions)

14

IN

SCHEDULE 13D

Item 1. Security and Issuer

Title of Class of Securities:

(a)

Common Stock, par value \$0.001 per share

Name of Issuer:

(b)

FS KKR Capital Corp.

Address of Issuer's Principal Executive Offices:

(c)

3025 JFK Boulevard, OFC 500, Philadelphia, PENNSYLVANIA , 19104.

Item 1 This Statement on Schedule 13D (this "Schedule 13D") relates to common stock, par value \$0.001 per share (the **Comment:** "Common Stock"), of FS KKR Capital Corp. (the "Issuer"), a Maryland corporation.

Item 2. Identity and Background

(a)

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 Alternative Assets L.P., a Delaware limited partnership; (ii) KKR Alternative Assets Limited, a Cayman Islands exempted limited company; (iii) KKR Group Assets Holdings II L.P., a Delaware limited partnership; (iv) KKR Group Assets II GP LLC, a Delaware limited liability company; (v) KKR Group Partnership L.P., a Cayman Islands exempted limited partnership; (vi) KKR Group Holdings Corp., a Delaware corporation; (vii) KKR Group Co. Inc., a Delaware corporation; (viii) KKR & Co. Inc., a Delaware corporation; (ix) KKR Management LLP, a Delaware limited liability partnership; (x) Henry R. Kravis, a United States citizen; and (xi) George R. Roberts, a United States citizen (the persons and entities listed in items (i) through (xi) are collectively referred to herein as the "Reporting Persons"). 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 Group Co. Inc. is the sole shareholder of KKR Group Holdings Corp. KKR & Co. Inc. is the sole shareholder of KKR Group Co. Inc. 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 Joseph Bae, Scott Nuttall, Robert Lewin, Dane Holmes, and Kathryn King Sudol is an executive officer of KKR Group Holdings Corp. and KKR Group Co. Inc. The directors of KKR Group Holdings Corp. and KKR Group Co. Inc. are Messrs. Bae, Nuttall, and Lewin and Ms. Sudol. The executive officers of KKR & Co. Inc. are Messrs. Kravis, Roberts, Bae, Nuttall, Lewin, and Holmes and Ms. Sudol. The directors of KKR & Co. Inc. are listed on Annex A attached hereto as Exhibit 99.1, which is incorporated herein by reference ("Annex A"). Each of Messrs. Bae, Nuttall, and Holmes and Ms. Sudol 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.

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: 30 Hudson Yards New York, New York 10001 The address of the principal business office of Messrs. Kravis, Bae, Nuttall, and Lewin and Ms. Sudol 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 Mr. Holmes is: c/o Kohlberg Kravis Roberts & Co. L.P. 555 California Street, 50th Floor San Francisco, CA 94104 The address of the business office of each of the individuals listed on Annex A (other than Messrs. Kravis, Roberts, Bae, and Nuttall) is listed therein.

KKR Alternative Assets L.P. is principally engaged in the business of acquiring and managing investments and certain other assets. KKR Alternative Assets Limited is principally engaged in the business of managing KKR Alternative Assets L.P. KKR Group Assets Holdings II L.P., KKR Group Partnership L.P., KKR Group Co. Inc., KKR & Co. Inc., and KKR Management LLP are principally engaged in being holding companies. KKR Group Assets II GP LLC and KKR Group Holdings Corp. are principally engaged in being the general partners of their respective partnerships. The present principal occupation or employment of each of Messrs. Kravis, Roberts, Bae, Nuttall, Lewin, and Holmes and Ms. Sudol is as an executive of Kohlberg Kravis Roberts & Co. L.P. 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.

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, have been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

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, have been a 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.

See row 6 of each cover page of this Schedule 13D.

Item 3. Source and Amount of Funds or Other Consideration

The information set forth in Item 6 of this Schedule 13D is hereby incorporated by reference into this Item 3. On May 12, 2026, KKR Alternative Assets L.P. filed a Schedule TO offering to purchase up to \$150,000,000.00 in aggregate amount of shares of Common Stock at a price equal to \$11.00 per share (the "Offer"). On June 15, 2026, the Offer closed and KKR Alternative Assets L.P. purchased 13,636,363 shares of Common Stock for an aggregate purchase price of \$149,999,993.00. The shares were purchased using available cash.

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. FS/KKR Advisor, LLC (the "Advisor") 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 of Directors (the "Board"). The Advisor is jointly operated by an affiliate of the Reporting Persons and an affiliate of Franklin Square Holdings L.P. Certain 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 clauses (a) through (j) of Item 4 of Schedule 13D. Although the foregoing reflects activities presently contemplated by the Reporting Persons and, to the best knowledge of the Reporting Persons, each of the other individuals named in Item 2 above with respect to the Issuer, the foregoing is subject to change at any time.

Item 5. Interest in Securities of the Issuer

The response of the Reporting Persons to rows 7 through 13 on the cover page of this Schedule 13D are incorporated by reference herein. KKR Alternative Assets L.P. directly owns 14,616,950 shares of Common Stock and may be deemed to beneficially own 7,966,011 shares of Common Stock issuable upon the conversion of Convertible Preferred Stock (as defined below) it will directly own, following the closing of the purchase of the Convertible Preferred Stock, representing 7.8% of the outstanding shares of Common Stock. The percentages of beneficial ownership in this Schedule 13D are based on an aggregate of 280,066,433 shares of Common Stock outstanding as of May 6, 2026, as set forth in the Quarterly Report on Form 10-Q filed by the Issuer on May 11, 2026, plus the 7,966,011 shares of Common Stock issuable upon conversion of the Convertible Preferred Stock held by KKR Alternative Assets L.P. KKR Alternative Assets Limited (as the general partner of KKR Alternative Assets L.P.), KKR Group Assets Holdings II L.P. (as the sole shareholder of KKR Alternative Assets Limited), KKR Group Assets II GP LLC (as the general partner of KKR Group Assets Holdings II L.P.), KKR Group Partnership L.P. (as the sole member of KKR Group Assets II GP LLC), KKR Group Holdings Corp. (as the general partner of KKR Group Partnership L.P.), KKR Group Co. Inc. (as the sole shareholder of KKR Group Holdings Corp.), KKR & Co. Inc. (as the sole shareholder of KKR Group Co. Inc.), 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 Common Stock.

(a)

(b)

See Item 5(a) above.

(c)

Except as otherwise set forth herein, 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 Common Stock during the past 60 days.

(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 and 4 of this Schedule 13D is hereby incorporated by reference into this Item 6. PURCHASE AGREEMENT On May 10, 2026, KKR Alternative Assets L.P. entered into an agreement with the Issuer (the "Purchase Agreement") to purchase \$150,000,000 in newly issued shares of the Issuer's cumulative convertible perpetual preferred stock (the "Convertible Preferred Stock") in an offering exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"). The closing of the purchase of Convertible Preferred Stock is expected to occur on June 29, 2026, subject to customary closing conditions and the expiration or termination of the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, which expired on June 22, 2026 at 11:59 p.m. ET. The Convertible Preferred Stock ranks senior to the Issuer's Common Stock with respect to all liquidation, winding up, dissolution dividend and distribution rights. The Convertible Preferred Stock will have a liquidation preference equal to \$25.00 per share (the "Liquidation Preference"), plus an amount equal to all accrued but unpaid dividends, if any, accumulated to (but excluding) the date fixed for distribution or payment, whether or not earned or declared by the Issuer, but excluding interest on any such distribution or payment. Dividends on the Convertible Preferred Stock will be payable on a quarterly basis in an initial amount equal to 5.00% per annum of the Liquidation Preference per share, payable in cash or, at the Issuer's option, 7.00% per annum of the Liquidation Preference per share payable in additional shares of Convertible Preferred Stock; subject to certain conditions. After the 5.5-year anniversary of the issue date, the dividend rate will increase annually by 1.00% per annum. There is no cap on such 1.00% per annum increases. The Convertible Preferred Stock may be redeemed by the Issuer at any time in cash and, after three years, if the then-current 30-day VWAP of the Issuer's Common Stock on the New York Stock Exchange is equal to or above the conversion price then in effect, the Issuer may convert the Convertible Preferred Stock into the Issuer's Common Stock at the conversion price. The initial conversion price is \$18.83 per share (the Issuer's net asset value per share as of March 31, 2026) and is subject to customary adjustments, including certain anti-dilution protections. At the option of the holders of the Convertible Preferred Stock, after six months, the Convertible Preferred Stock may be converted into the Issuer's Common Stock at the conversion price then in effect and, after six years or in the event of certain other events, the Convertible Preferred Stock may be redeemable in cash. The holders of the Convertible Preferred Stock are entitled to vote on an as-converted basis on all matters submitted to a vote of the Issuer's stockholders. In addition, for so long as the Issuer is subject to the Investment Company Act of 1940, as amended (the "1940 Act"), the holders of Convertible Preferred Stock, voting separately as a single class, shall have the right to elect two (2) members of the Board at all times (initially expected to be James H. Kropp and Elizabeth J. Sandler), and the balance of the directors shall be elected by the holders of shares of Common Stock and the Convertible Preferred Stock voting together; subject to certain conditions. Holders of the Convertible Preferred Stock shall have certain other voting rights. Pursuant to the Purchase Agreement, KKR Alternative Assets L.P. has agreed that, for a period of one year following the issuance of the Convertible Preferred Stock (the "Restriction Date"), it will not, directly or indirectly, sell, pledge, transfer, dispose of, or enter into any swap or other arrangement that transfers any of the economic consequences of ownership of the Convertible Preferred Stock or the shares of Common Stock into which it is convertible, subject to exceptions for (i) redemption of Convertible Preferred Stock by the Issuer and (ii) KKR Alternative Assets L.P.'s exercise of its conversion right. Following the Restriction Date, KKR Alternative Assets L.P.

will be required to notify the Board of any transfer substantially concurrently therewith. REGISTRATION RIGHTS AGREEMENT Concurrently with the issuance of the Convertible Preferred Stock, the Issuer and KKR Alternative Assets L.P. expect to enter into a Registration Rights Agreement (the "Registration Rights Agreement"), pursuant to which KKR Alternative Assets L.P. (and certain permitted transferees) will have the right to require the Issuer to register for resale under the Securities Act shares of Common Stock issued upon conversion of the Convertible Preferred Stock and certain other shares of Common Stock held by KKR Alternative Assets L.P. and its affiliates as of the closing date of the Convertible Preferred Stock offering (collectively, the "Registrable Securities"). KKR Alternative Assets L.P. will have demand registration rights (not to exceed three Demand Requests (as defined in the Registration Rights Agreement) in any 365-day period), customary piggyback registration rights in connection with Issuer-initiated registrations, and the right to require the Issuer to use commercially reasonable efforts to maintain a continuously effective shelf registration statement on Form N-2 covering the Registrable Securities from and after the registration date until KKR Alternative Assets L.P. has sold all Registrable Securities. The Registration Rights Agreement will include customary indemnification and contribution provisions, which survive termination of the Registration Rights Agreement. The description of the Purchase Agreement and Registration Rights Agreement contained in this Item 6 are not intended to be complete and are qualified in their entirety by reference to such agreements, each of which is filed as an exhibit hereto or incorporated by reference herein.

Item 7. Material to be Filed as Exhibits.

Exhibit No. Description 99.1 Annex A Directors of KKR & Co. Inc. Exhibit A Joint Filing Agreement by and among the Reporting Persons. Exhibit B Powers of Attorney. Exhibit C Purchase Agreement, dated May 10, 2026 among the Issuer and KKR Alternative Assets L.P. (Incorporated by reference to Exhibit 10.1 of the Issuer's Current Report on Form 8-K filed on May 11, 2026). Purchase Agreement, dated May 10, 2026 among the Issuer and KKR Alternative Assets L.P. (Incorporated by reference to Exhibit 10.1 of the Issuer's Current Report on Form 8-K filed on May 11, 2026). Exhibit D Form of Registration Rights Agreement (Incorporated by reference to Exhibit B to Exhibit 10.1 of the Issuer's Current Report on Form 8-K filed on May 11, 2026).

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.

KKR Alternative Assets L.P.

Signature: /s/ Christopher Lee

Name/Title: Christopher Lee, Secretary, KKR Alternative Assets Limited, its general partner

Date: 06/23/2026

KKR Alternative Assets Limited

Signature: /s/ Christopher Lee

Name/Title: Christopher Lee, Secretary

Date: 06/23/2026

KKR Group Assets Holdings II L.P.

Signature: /s/ Christopher Lee

Name/Title: Christopher Lee, Secretary, KKR Group Assets II GP LLC, its general partner

Date: 06/23/2026

KKR Group Assets II GP LLC

Signature: /s/ Christopher Lee

Name/Title: Christopher Lee, Secretary

Date: 06/23/2026

KKR Group Partnership L.P.

Signature: /s/ Christopher Lee

Name/Title: Christopher Lee, Secretary, KKR Group Holdings Corp., its general partner

Date: 06/23/2026

KKR Group Holdings Corp.

Signature: /s/ Christopher Lee

Name/Title: Christopher Lee, Secretary

Date: 06/23/2026

KKR Group Co. Inc.

Signature: /s/ Christopher Lee
Name/Title: Christopher Lee, Secretary
Date: 06/23/2026

KKR & Co. Inc.

Signature: /s/ Christopher Lee
Name/Title: Christopher Lee, Secretary
Date: 06/23/2026

KKR Management LLP

Signature: /s/ Christopher Lee
Name/Title: Christopher Lee, Assistant Secretary
Date: 06/23/2026

Henry R. Kravis

Signature: /s/ Christopher Lee
Name/Title: Christopher Lee, Attorney-in-fact
Date: 06/23/2026

George R. Roberts

Signature: /s/ Christopher Lee
Name/Title: Christopher Lee, Attorney-in-fact
Date: 06/23/2026

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., whose address (unless otherwise specified in the Schedule 13D) is c/o KKR & Co. Inc., 30 Hudson Yards, New York, New York, 10001. Each of such persons is a citizen of the United States other than Matthew R. Cohler, who is a citizen of the United States and Malta, and Xavier B. Niel, who is a citizen of 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.
Craig Arnold	Former Chairman of the Board and Chief Executive Officer of Eaton Corporation
Timothy R. Barakett	Founder and Chief Executive Officer of TRB Advisors
Matthew R. Cohler	Former General Partner of Benchmark
Mary N. Dillon	Former President and Chief Executive Officer of Foot Locker, Inc
Xavier B. Niel	Founder and Chairman of the Board of Iliad SA
Kimberly A. Ross	Former Senior Vice President and Chief Financial Officer of Baker Hughes Company
Patricia F. Russo	Former Chief Executive Officer of Alcatel-Lucent

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 shares of common stock, par value \$0.001 per share, 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: June 23, 2026

KKR ALTERNATIVE ASSETS L.P.

Signature: /s/ Christopher Lee
Name/Title: Christopher Lee, Secretary, KKR Alternative Assets Limited,
its general partner

KKR ALTERNATIVE ASSETS LIMITED

Signature: /s/ Christopher Lee
Name/Title: Christopher Lee, Secretary

KKR GROUP ASSETS HOLDINGS II L.P.

Signature: /s/ Christopher Lee
Name/Title: Christopher Lee, Secretary, KKR Group Assets II GP LLC,
its general partner

KKR GROUP ASSETS II GP LLC

Signature: /s/ Christopher Lee
Name/Title: Christopher Lee, Secretary

KKR GROUP PARTNERSHIP L.P.

Signature: /s/ Christopher Lee
Name/Title: Christopher Lee, Secretary, KKR Group Holdings Corp., its
general partner

KKR GROUP HOLDINGS CORP.

Signature: /s/ Christopher Lee
Name/Title: Christopher Lee, Secretary

KKR GROUP CO. INC.

Signature: /s/ Christopher Lee
Name/Title: Christopher Lee, Secretary

KKR & CO. INC.

Signature: /s/ Christopher Lee
Name/Title: Christopher Lee, Secretary

KKR MANAGEMENT LLP

Signature: /s/ Christopher Lee
Name/Title: Christopher Lee, Assistant Secretary

HENRY R. KRAVIS

Signature: /s/ Christopher Lee
Name/Title: Christopher Lee, Attorney-in-fact

GEORGE R. ROBERTS

Signature: /s/ Christopher Lee
Name/Title: Christopher Lee, Attorney-in-fact

POWER OF ATTORNEY

Know all by these presents that the undersigned hereby constitutes and appoints each of Joseph Y. Bae, Scott C. Nuttall, Robert H. Lewin, Dane E. Holmes, Ryan D. Stork, Kathryn K. Sudol, and Christopher B. Lee (each, an “Attorney-in-Fact”), acting singly, as the undersigned’s true and lawful attorney-in-fact, 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 a director or officer of any corporate or other entity, as a trustee of a trust, or in the undersigned’s capacity in any position similar to the foregoing at any entity or organization, in each case, for which the undersigned is otherwise authorized to sign) to:

- (1) execute for and on behalf of the undersigned such forms, schedules, statements and other documents (“Filings”) as may be required to be filed from time to time in connection with either (x) the undersigned’s ownership of or transactions with respect to securities of KKR & Co. Inc. or any successor (the “Issuer”) or (y) the investments, business or other activities of the Issuer or any of its affiliates with any U.S. or non-U.S. governmental authority or self-regulatory organization, including but not limited to Filings with the United States Securities and Exchange Commission (“SEC”) with respect to (i) Form 144 under the Securities Act of 1933, as amended, and Rule 144 thereunder; (ii) Sections 13(d), 13(f), 13(g), 13(h) and 16(a) of the Securities Exchange Act of 1934, as amended, and the rules thereunder, including without limitation filings on Schedule 13D, Schedule 13G, Form 13F, Form 13H, Form 3, Form 4 and Form 5; and (iii) in connection with any applications for EDGAR access codes, including without limitation the Form ID;
- (2) do and perform any and all acts for and on behalf of the undersigned which may be necessary or desirable to complete and execute any such Filings identified in subparagraph (1) above, complete and execute any amendment or amendments thereto, and file such form with the SEC, any other U.S. or non-U.S. governmental authority and any stock exchange or similar authority; and
- (3) take any other action of any type whatsoever in connection with the foregoing which, in the opinion of such Attorney-in-Fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such Attorney-in-Fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such Attorney-in-Fact may approve in such Attorney-in-Fact’s discretion.

The foregoing powers granted to each Attorney-in-Fact may only be exercised by an Attorney-in-Fact if, at the time of such exercise, such Attorney-in-Fact is a director, officer or employee of the Issuer, or any of the Issuer’s subsidiaries. Subject to the foregoing, the undersigned hereby grants to each Attorney-in-Fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such Attorney-in-Fact, or such Attorney-in-Fact’s substitute or substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted. The undersigned acknowledges that each Attorney-in-Fact, in serving in such capacity at the request of the undersigned, is not assuming, nor is the Issuer, or any of the Issuer’s subsidiaries assuming, any of the undersigned’s responsibilities to comply with the Securities Exchange Act of 1934, as amended, or any rules thereunder, or the Securities Act of 1933, as amended, or any rules thereunder.

This Power of Attorney shall remain in full force and effect with respect to the undersigned until such person ceases to be subject to the requirements enumerated in sub-paragraph (1) above, unless earlier revoked in writing with respect to an Attorney-in-Fact by such person and has provided notice of the same to such Attorney-in-Fact. The undersigned revokes all other powers of attorney granted by the undersigned prior to the date hereof with respect to the requirements enumerated in sub-paragraph (1) above.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of the date set forth below.

/s/ Henry R. Kravis
Name: Henry R. Kravis

June 9, 2025
Date:

POWER OF ATTORNEY

Know all by these presents that the undersigned hereby constitutes and appoints each of Joseph Y. Bae, Scott C. Nuttall, Robert H. Lewin, Dane E. Holmes, Ryan D. Stork, Kathryn K. Sudol, and Christopher B. Lee (each, an “Attorney-in-Fact”), acting singly, as the undersigned’s true and lawful attorney-in-fact, 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 a director or officer of any corporate or other entity, as a trustee of a trust, or in the undersigned’s capacity in any position similar to the foregoing at any entity or organization, in each case, for which the undersigned is otherwise authorized to sign) to:

- (1) execute for and on behalf of the undersigned such forms, schedules, statements and other documents (“Filings”) as may be required to be filed from time to time in connection with either (x) the undersigned’s ownership of or transactions with respect to securities of KKR & Co. Inc. or any successor (the “Issuer”) or (y) the investments, business or other activities of the Issuer or any of its affiliates with any U.S. or non-U.S. governmental authority or self-regulatory organization, including but not limited to Filings with the United States Securities and Exchange Commission (“SEC”) with respect to (i) Form 144 under the Securities Act of 1933, as amended, and Rule 144 thereunder; (ii) Sections 13(d), 13(f), 13(g), 13(h) and 16(a) of the Securities Exchange Act of 1934, as amended, and the rules thereunder, including without limitation filings on Schedule 13D, Schedule 13G, Form 13F, Form 13H, Form 3, Form 4 and Form 5; and (iii) in connection with any applications for EDGAR access codes, including without limitation the Form ID;
- (2) do and perform any and all acts for and on behalf of the undersigned which may be necessary or desirable to complete and execute any such Filings identified in subparagraph (1) above, complete and execute any amendment or amendments thereto, and file such form with the SEC, any other U.S. or non-U.S. governmental authority and any stock exchange or similar authority; and
- (3) take any other action of any type whatsoever in connection with the foregoing which, in the opinion of such Attorney-in-Fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such Attorney-in-Fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such Attorney-in-Fact may approve in such Attorney-in-Fact’s discretion.

The foregoing powers granted to each Attorney-in-Fact may only be exercised by an Attorney-in-Fact if, at the time of such exercise, such Attorney-in-Fact is a director, officer or employee of the Issuer, or any of the Issuer’s subsidiaries. Subject to the foregoing, the undersigned hereby grants to each Attorney-in-Fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such Attorney-in-Fact, or such Attorney-in-Fact’s substitute or substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted. The undersigned acknowledges that each Attorney-in-Fact, in serving in such capacity at the request of the undersigned, is not assuming, nor is the Issuer, or any of the Issuer’s subsidiaries assuming, any of the undersigned’s responsibilities to comply with the Securities Exchange Act of 1934, as amended, or any rules thereunder, or the Securities Act of 1933, as amended, or any rules thereunder.

This Power of Attorney shall remain in full force and effect with respect to the undersigned until such person ceases to be subject to the requirements enumerated in sub-paragraph (1) above, unless earlier revoked in writing with respect to an Attorney-in-Fact by such person and has provided notice of the same to such Attorney-in-Fact. The undersigned revokes all other powers of attorney granted by the undersigned prior to the date hereof with respect to the requirements enumerated in sub-paragraph (1) above.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of the date set forth below.

/s/ George R. Roberts
Name: George R. Roberts

June 9, 2025
Date:
