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

SCHEDULE 13D
Under the Securities Exchange Act of 1934
(Amendment No. 1)*

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)

September 9, 2022

(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 Aggregator (UNLEV) 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 11,797,265
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 11,797,265
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11,797,265	
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) 4.2%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

1	NAMES OF REPORTING PERSONS KKR FSK II Aggregator (UNLEV) 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 6,949,129
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 6,949,129
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 6,949,129	
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) 2.5%	
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 18,746,394
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 18,746,394
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 18,746,394	
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) 6.6%	
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 18,746,394
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 18,746,394
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 18,746,394	
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) 6.6%	
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 18,746,394
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 18,746,394
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 18,746,394	
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) 6.6%	
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 18,746,394
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 18,746,394
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 18,746,394	
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) 6.6%	
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 18,746,394
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 18,746,394
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 18,746,394	
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) 6.6%	
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 18,746,394
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 18,746,394
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 18,746,394	
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) 6.6%	
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 19,726,981
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 19,726,981
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 19,726,981	
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) 7.0%	
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 19,726,981
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 19,726,981
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 19,726,981	
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) 7.0%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

1	NAMES OF REPORTING PERSONS KKR Group 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 19,726,981
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 19,726,981
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 19,726,981	
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) 7.0%	
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 19,726,981
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 19,726,981
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 19,726,981	
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) 7.0%	
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 19,726,981
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 19,726,981
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 19,726,981	
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) 7.0%	
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 19,726,981
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 19,726,981
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 19,726,981	
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) 7.0%	
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 19,726,981
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 19,726,981
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 19,726,981	
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) 7.0%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

Explanatory Note

This Amendment No. 1 (“Amendment No. 1”) amends and supplements the Statement on Schedule 13D filed on February 16, 2022 (as amended, the “Schedule 13D”) relating 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.

Except as specifically provided herein, this Amendment No. 1 does not modify any of the information previously reported in the Schedule 13D. Capitalized terms used but not defined in this Amendment No. 1 shall have the same meanings herein as ascribed to such terms in the Schedule 13D.

Item 2. Identity and Background.

Item 2 of the Schedule 13D is hereby amended and restated as follows:

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

As of the date hereof, KKR FSK Aggregator (UNLEV) L.P. directly holds 11,797,265 shares of Common Stock of the Issuer, KKR FSK II Aggregator (UNLEV) L.P. directly holds 6,949,129 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 Aggregator (UNLEV) L.P. and KKR FSK II Aggregator (UNLEV) 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 Aggregator (UNLEV) L.P. and KKR FSK II Aggregator (UNLEV) 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 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 Messrs. Joseph Bae, Scott Nuttall, Robert Lewin and David Sorkin is a director of KKR Group Holdings Corp. and KKR Group Co. Inc. The executive officers of KKR Group Holdings Corp. and KKR Group Co. Inc. are Messrs. Bae, Nuttall, Lewin, Sorkin and Ryan Stork and the executive officers of KKR & Co. Inc. are Messrs. Kravis, Roberts, Bae, Nuttall, Lewin, Sorkin and Stork and Ms. Kathryn King Sudol. The directors of KKR & Co. Inc. are listed on amended and restated Annex A attached hereto, which is incorporated herein by reference.

Each of Messrs. Bae, Nuttall, Sorkin, Stork and Ms. Sudol is a United States citizen. 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 D.

(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 Group Co. Inc., KKR & Co. Inc. and KKR Management LLP is principally engaged as a holding company. Each of KKR FSK Aggregator (UNLEV) L.P. and KKR FSK II Aggregator (UNLEV) 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, Stork and Ms. Sudol 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.

Item 3 of the Schedule 13D is hereby amended and restated as follows:

KKR FSK Aggregator (UNLEV) L.P. purchased 11,797,265 of the shares of Common Stock reported herein for an aggregate purchase price of \$230,808,584. The source of funds for such purchases was funds available to KKR FSK Aggregator (UNLEV) L.P., including capital contributions from investors. KKR FSK II Aggregator (UNLEV) L.P. received 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 Assets 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.

Item 4 of the Schedule 13D is hereby amended and supplemented with the following:

On September 9, 2022, KKR FSK Aggregator (UNLEV) L.P. and KKR FSK II Aggregator (UNLEV) L.P. entered into a 10b5-1 sales plan (the "10b5-1 Plan") pursuant to which, over a period from October 10, 2022 through March 4, 2024 or an earlier date at which all shares of Common Stock under the 10b5-1 Plan have been sold, such persons may sell up to 11,797,265 and 6,949,129 shares of Common Stock, respectively, subject to certain pricing limits and volume limits, including pursuant to Rule 144 of the Securities Act of 1933, as amended. The amount and timing of any sales, 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. or KKR FSK II Aggregator (UNLEV) L.P. to sell any specific number of shares of Common Stock or at all, and may be modified, suspended or terminated at any time without notice.

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 E to this Schedule 13D and incorporated by reference herein.

Item 5. Interest in Securities of the Issuer.

Item 5 of the Schedule 13D is hereby amended and restated as follows:

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

(a) and (b). The Reporting Persons beneficially own an aggregate of 19,726,981 shares of Common Stock, representing 7.0% of the outstanding shares. The percentages of beneficial ownership in this Schedule 13D are based on 283,228,981 shares of Common Stock outstanding as of July 31, 2022, as set forth in the Issuer's Quarterly Report on Form 10-Q filed by the Issuer on August 8, 2022.

KKR FSK Aggregator (UNLEV) GP LLC (as the general partner of KKR FSK Aggregator (UNLEV) L.P. and KKR FSK II Aggregator (UNLEV) 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 Aggregator (UNLEV) L.P. and KKR FSK II Aggregator (UNLEV) 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 Group Co. Inc. (as the sole shareholder of KKR Group Holdings), 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 shares of Common Stock except as described herein.

(c) 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 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.

Item 6 of the Schedule 13D is hereby amended and supplemented as follows:

The information set forth in Items 3, 4 and 5 of the Schedule 13D 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 D	Joint Filing Agreement by and among the Reporting Persons.
Exhibit E	10b5-1 Sale 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: September 13, 2022

KKR FSK AGGREGATOR (UNLEV) L.P.

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

By: /s/ Christopher Lee

Name: Christopher Lee

Title: Assistant Secretary

KKR FSK II AGGREGATOR (UNLEV) 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 GROUP CO. INC.

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 is hereby amended and restated as follows:

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.
Raymond J. McGuire	Retired, Former Vice Chairman of Citigroup 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
Robert W. Scully	Retired, Former Member, Office of the Chairman of Morgan Stanley
Evan Spiegel	Co-Founder and Chief Executive Officer of Snap Inc.

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: September 13, 2022

KKR FSK AGGREGATOR (UNLEV) L.P.

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

By: /s/ Christopher Lee

Name: Christopher Lee

Title: Assistant Secretary

KKR FSK II AGGREGATOR (UNLEV) 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 GROUP CO. INC.

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

10b5-1 SALE PLAN AGREEMENT

September 9, 2022

KKR FSK Aggregator (UNLEV) L.P.
KKR FSK II Aggregator (UNLEV) L.P.
30 Hudson Yards, Suite 7500
New York, NY 10001

This letter agreement (this “Letter Agreement”) confirms the terms and conditions under which KKR FSK Aggregator (UNLEV) L.P., and KKR FSK II Aggregator (UNLEV) L.P., each a limited partnership organized under the laws of the state of Delaware (each a “Seller”), hereby establishes a plan (the “Plan”) to sell 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 Seller hereby appoints JPMS as its exclusive agent to sell Securities pursuant to the Plan. It is the Seller’s intention that such sales benefit from the affirmative defense provided by Rule 10b5-1 (“Rule 10b5-1”) 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. Accordingly, the Seller 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 result in such sales not so complying with the requirements of such paragraph (c)(1)(i)(B).
2. Term.
 - (a) JPMS is authorized to commence selling Securities under this Plan on October 10, 2022 (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 March 4, 2024;
 - (ii) the completion of all sales contemplated by the Plan;
 - (iii) subject to Section 12 below, the receipt by either party from the other of written notice of termination;
 - (iv) the existence of any legal or regulatory restriction that would prohibit any sale pursuant to the Plan;
 - (v) the public announcement of any merger, recapitalization, acquisition, tender or exchange offer, or other business combination or reorganization resulting in the exchange or conversion of the Securities into shares of a company other than the Issuer, or of the conversion of the Securities into rights to receive fixed amounts of cash or into debt securities and/or preferred stock, or of the sale of all or substantially all of the assets of the Issuer on a consolidated basis to an unrelated person or entity; and
 - (vi) the failure of the Seller to comply with Section 6 hereof.
 - (b) If, as contemplated by paragraph (a)(iv) 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 Seller or the affiliates of the Issuer or the Seller would, to the knowledge of the Seller, prohibit any sale pursuant to the Plan, the Seller 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 Seller shall be solely responsible for any sales made by JPMS as the Seller’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 Seller shall be solely responsible for, a sale hereunder pursuant to an offer made before such notice was received by JPMS.

(d) Sections 6,9 and 10 of this Letter Agreement shall survive any termination hereof.

3. Selling 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 sell as agent for the Seller and for the account of the Seller the number of Securities that JPMS is able, subject to market conditions and principles of best execution, to sell as agent for the Seller and for the account of the Seller on such Trading Day using commercially reasonable means in accordance with the Plan guidelines set forth in Annex A hereto. JPMS may sell 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 sold (and any corresponding sale 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 selling Securities or to sell fewer than the number of Securities otherwise specified in the instructions provided by the Seller on any day, then JPMS may, in its sole discretion, elect that the number of Securities sold 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 sold pursuant to the Plan shall be sold 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 sales, and the Seller acknowledges and agrees that the Seller does not have, and shall not attempt to exercise, any influence over how, when or whether sales of Securities are affected pursuant to the Plan. The Seller acknowledges and agrees that, in selling Securities pursuant to the Plan, JPMS will be an independent contractor and will not be acting as the Seller's trustee or fiduciary or in any similar capacity.

4. Delivery of Securities to be Sold and Proceeds of Sold Securities. Seller shall deliver all Securities that may be sold pursuant to the Plan into an account at JPMS in the Seller's name prior to the Start Date. JPMS shall have no obligation to sell any Securities that have not been delivered as provided herein. The proceeds of Securities sold, netted against any applicable fees, shall be paid to the Seller within one standard settlement cycle after the sale. On any day on which JPMS sells Securities hereunder, JPMS shall provide a daily email report confirming sales of Securities to the Seller and to such other persons or agents of the Seller as the Seller shall designate. Such report shall include the specific price and number of shares sold at each such specific price for the Seller.

5. Compensation. For the services provided in this Letter Agreement, the Seller agrees to pay to JPMS a fee per share for the Securities sold pursuant to the terms of this Letter Agreement as is set forth in Annex A hereto.
6. Representations, Warranties and Agreements. The Seller 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 Seller and have been approved, to the extent required, pursuant to or under any and all applicable policies and procedures of the Issuer applicable to sales of Securities by the Seller; this Letter Agreement is the valid and binding agreement of the Seller, enforceable against the Seller 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 Seller or conflict with or result in a breach of or constitute a default under any agreement or instrument to which the Seller 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 Seller is not aware of any material nonpublic information concerning the Securities or the business, operations or prospects of the Issuer. The Seller shall deliver or cause to be delivered to JPMS, on or prior to the Start Date, a letter of the Issuer in the form attached hereto as Annex B.
 - (c) The Seller 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 Seller agrees not to enter into or alter any corresponding or hedging transaction or position with respect to the Securities.
 - (d) The Seller 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 Seller nor its officers or employees shall, directly or indirectly, disclose to any person at JPMS effecting sales 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 Seller'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 sales pursuant to the Plan. JPMS acknowledges its obligations under the U.S securities laws.
 - (f) The Seller 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) Except as otherwise provided herein, the Seller shall be solely responsible for compliance with all statutes, rules and regulations applicable to the Seller and the transactions contemplated hereby, including, without limitation, reporting and filing requirements. The Seller 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 and that it has conducted its own analyses of the legal, accounting, tax and other implications hereof. JPMS has made no representation and has no obligation with respect to whether the Plan or the transactions contemplated thereunder qualify for the affirmative defense provided by Rule 10b5-1.
-

- (h) The Seller acquired and made full payment for the Securities that may be sold pursuant to the Plan prior to the Start Date. The Securities to be sold under the Plan are owned free and clear by the Seller and are not subject to any liens, security interests or other encumbrances or limitations on dispositions, other than any such limitations arising as a result of the fact that Seller may be an “affiliate”, as that term is defined in Rule 144 under the Securities Act of 1933 (“Rule 144”), of the Issuer.
- (i) From the date three months prior to the Start Date until the end of the Plan Period, neither the Seller nor any affiliate of the Seller nor any person who would be considered to be the same “person” as the Seller or “act[ing] in concert” with the Seller (as such terms are used in clauses (a)(2) and (e)(3)(vi) of Rule 144) has sold or hedged or will, without the written consent of JPMS, sell or hedge (through swaps, options, short sales or otherwise) any long position in, any Securities. The Seller has not solicited or arranged for the solicitation of, and will not solicit or arrange for the solicitation of, orders to buy Securities in anticipation of or in connection with any sales of Securities that JPMS (or an affiliate of JPMS) may effect under the Plan. Except as provided herein, the Seller has not made or arranged for, and will not make or arrange for, any payment to any person in connection with any sales of Securities that JPMS (or an affiliate of JPMS) may effect under the Plan. The Seller does not know or have any reason to believe that the Issuer has not complied with the reporting requirements set forth in Rule 144(c)(1). For the purposes of this paragraph, Securities shall be deemed to include securities convertible into or exchangeable or exercisable for Securities.
- (j) Each Seller shall submit or cause to be submitted, on the Start Date and on the first trading day of each successive three month period thereafter, and in the manner contemplated by Rule 144(h), a notice on Form 144 relating to the Plan contemplated hereby in form and substance that JPMS has informed the Seller is reasonably acceptable to JPMS.
- (k) The Seller is and, after giving effect to the Plan, will be in compliance with its reporting obligations under Section 16 and Section 13 of the Exchange Act, and the Seller will provide JPMS with a copy of any report filed thereunder in respect of the Plan promptly upon filing thereof.

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.

7. Other Sales by JPMS. Nothing herein shall preclude the sale 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.
8. Broker Agreements. Upon reasonable request, JPMS agrees to provide a broker rep letter addressing the manner of sale requirement of Rule 144. JPMS will not conduct any sale under this Plan to the extent Issuer or a Seller has provided a reasonable notice that the Issuer is not in compliance with the reporting requirements referred to in Rule 144(c)(1).
9. Indemnification. The Seller shall indemnify JPMS, its affiliates and the respective directors, officers, agents and employees of JPMS and its affiliates (each, a “JPMS Person”) against any liabilities or expenses (including attorney’s fees and disbursements), or actions in respect of any liabilities or expenses, arising from the services furnished pursuant to this Letter Agreement including, but not limited to, liabilities and expenses arising by reason of any violation or alleged violation of any state or federal securities laws, except to the extent such liabilities or expenses result from the gross negligence, willful misconduct or bad faith of JPMS in performing its services under this Letter Agreement. The Seller shall also promptly reimburse the JPMS Person for all expenditures (including attorney’s fees and disbursement) made to investigate, prepare or defend any action or claim in respect of any such liability or expense, regardless of whether any limitation is pending or threatened against such JPMS Person.
-

10. Limitation of Liability. No JPMS Person shall be liable in respect of any liabilities or expenses incurred by the Seller arising from or in connection with JPMS's role or services under this Letter Agreement, except to the extent any such liabilities or expenses result from the gross negligence, willful misconduct or bad faith of JPMS in performing its services under this Letter Agreement.

11. 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 Seller is aware of any material nonpublic information concerning the Issuer or the Securities. The Seller 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.

12. 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
Attention: Sanjeet Dewal
Telephone: (212) 622-8783

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

(b) if to the Seller, to it at

KKR FSK Aggregator (UNLEV) L.P.
30 Hudson Yards, Suite 7500
New York, NY 10019

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

KKR FSK II Aggregator (UNLEV) L.P.
30 Hudson Yards, Suite 7500
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.

13. 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.

14. 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. 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/ Jemil Salih

Name: Jemil Salih

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

KKR FSK II AGGREGATOR (UNLEV) L.P.

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

By: /s/ Ryan Wilson

Name: Ryan Wilson

Title: Vice President
