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

FORM 8-K

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

Date of Report (Date of earliest event reported): **April 1, 2020 (March 31, 2020)**

OWL ROCK CAPITAL CORPORATION
(Exact name of Registrant as Specified in Its Charter)

Maryland	**814-01190**	**47-5402460**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

399 Park Avenue, 38th Floor New York, NY	**10022**
(Address of Principal Executive Offices)	(Zip Code)

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

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

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☒ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

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

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

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock, par value $0.01 per share	ORCC	The New York Stock Exchange

Item 1.01 Entry Into a Material Definitive Agreement.

On March 31, 2020, Owl Rock Capital Corporation (the "Company") entered into the Second Amended and Restated Investment Advisory Agreement (the "Restated Advisory Agreement") with its investment adviser, Owl Rock Capital Advisors LLC (the "Adviser"). The Restated Advisory Agreement is substantially the same as the prior Amended and Restated Investment Advisory Agreement, except that the management fee payable to the Adviser has been reduced from 1.50% to 1.00% when the Company's asset coverage ratio, calculated in accordance with Sections 18 and 61 of the Investment Company Act of 1940 is below 200%

The description above is only a summary of the material provisions of the Restated Advisory Agreement and does not purport to be complete and is qualified in its entirety by reference to the provisions in such agreement, a copy of which is attached hereto as Exhibit 10.1.

Item 7.01. Regulation FD Disclosure

On April 1, 2020, Owl Rock Capital Corporation (the "Company") issued a press release, included herewith as Exhibit 99.1, announcing that on March 31, 2020 the board of directors of the Company (the "Board"), including a "required majority" (as such term is defined in Section 57(o) of the Investment Company Act of 1940, as amended (the "1940 Act")) of the Board, approved the application of the modified asset coverage requirements set forth in Section 61(a)(2) of the 1940 Act, as amended by the Small Business Credit Availability Act. As a result, the Company's asset coverage requirements applicable to senior securities will be reduced from 200% to 150%, effective on March 31, 2021 (unless the Company receives earlier shareholder approval).

On April 1, 2020, the Company issued an Investor Presentation, included herewith as Exhibit 99.2.

The information disclosed under this Item 7.01, including Exhibit 99.1 and Exhibit 99.2 hereto, is being furnished and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, and shall not be deemed incorporated by reference into any filing made under the Securities Act of 1933, except as expressly set forth by specific reference in such filing.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

Exhibit Number	Description
10.1	Second Amended and Restated Investment Advisory Agreement, between Owl Rock Capital Corporation and Owl Rock Capital Advisors, dated March 31, 2020
99.1	Press Release, dated April 1, 2020
99.2	Investor Presentation

SIGNATURES

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

Owl Rock Capital Corporation

April 1, 2020

By: /s/ Alan Kirshenbaum
Name: Alan Kirshenbaum
Title: Chief Operating Officer and Chief Financial Officer

Exhibit 10.1

SECOND AMENDED AND RESTATED INVESTMENT ADVISORY AGREEMENT

BETWEEN

OWL ROCK CAPITAL CORPORATION

AND

OWL ROCK CAPITAL ADVISORS LLC

This Second Amended and Restated Investment Advisory Agreement (the "Agreement") is made as of March 31, 2020, by and between Owl Rock Capital Corporation, a Maryland corporation (the "Company"), and Owl Rock Capital Advisors LLC, a Delaware limited liability company (the "Adviser").

WHEREAS, the Company is a closed-end management investment company that intends to elect to be treated as a business development company ("BDC") under the Investment Company Act of 1940 (the "Investment Company Act");

WHEREAS, the Adviser is an investment adviser that is registered under the Investment Advisers Act of 1940 (the "Advisers Act");

WHEREAS, the Company and the Adviser entered into the investment advisory agreement dated March 1, 2016 (the "Original Agreement") which was amended and restated pursuant to the First Amended and Restated Investment Advisory Agreement, dated February 27, 2019 (the "First A&R Agreement"); and

WHEREAS, the Company and the Adviser desire to amend and restate the First A&R Agreement in its entirety to reflect, among other things, a revision to the Management Fee (as defined below) payable following an Exchange Listing (as defined below).

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the parties hereby agree as follows:

1) Duties of the Adviser

a) The Company hereby employs the Adviser to act as the investment adviser to the Company and to manage the investment and reinvestment of the assets of the Company, subject to the supervision of the Board of Directors of the Company (the "Board"), for the period and upon the terms herein set forth, (x) in accordance with the investment objective, policies and restrictions that are set forth in the Company's registration statement on Form 10 (as amended from time to time, the "Registration Statement") to be filed with the Securities and Exchange Commission (the "SEC"), and prior to the date on which the SEC declares the Company's Registration Statement effective, in accordance with the investment objective, policies and restrictions that are set forth in the Company's confidential private placement memorandum dated February 23, 2016 and as amended from time to time; (y) in accordance with all other applicable federal and state laws, rules and regulations, and the Company's charter and by-laws as the same shall be amended from time to time; and (z) in accordance with the Investment Company Act. Without limiting the generality of the foregoing, the Adviser shall, during the term and subject to the provisions of this Agreement: (i) determine the composition of the portfolio of the Company, the nature and timing of the changes therein and the manner of implementing such changes; (ii) identify/source, research, evaluate and negotiate the structure of the investments made by the Company; (iii) close and monitor the Company's investments; (iv) determine the securities and other assets that the Company will purchase, retain, or sell; (v) use reasonable endeavors to ensure that the Company's investments consist mainly of shares, securities or currencies (or derivative contracts relating thereto), which for the avoidance of doubt may include loans, notes and other evidences of indebtedness; (vi) perform due diligence on prospective portfolio companies; and (vii) provide the Company with such other investment advisory, research, and related services as the Company may, from time to time, reasonably require for the investment of its funds, including providing operating and managerial assistance to the Company and its portfolio companies as required. Subject to the supervision of the Board, the Adviser shall have the power and authority on behalf of the Company to effectuate its investment decisions for the Company, including the execution and delivery of all documents relating to the Company's investments and the placing of orders for other purchase or sale transactions on behalf of the Company. In the event that the Company determines to acquire debt financing, the Adviser will arrange for such financing on the Company's behalf, subject to the oversight and approval of the Board. If it is necessary or appropriate for the Adviser to make investments on behalf of the Company through a special purpose vehicle, the Adviser shall have authority to create or arrange for the creation of such special purpose vehicle and to make such investments through such special purpose vehicle (in accordance with the Investment Company Act).

b) The Adviser hereby accepts such employment and agrees during the term hereof to render the services described herein for the compensation provided herein.

c) The Adviser shall for all purposes herein provided be deemed to be an independent contractor and, except as expressly provided or authorized herein, shall have no authority to act for or represent the Company in any way or otherwise be deemed an agent of the Company.

d) The Adviser shall keep and preserve for the period required by the Investment Company Act any books and records relevant to the provision of its investment advisory services to the Company and shall specifically maintain all books and records in accordance with Section 31(a) of the Investment Company Act with respect to the Company's portfolio transactions and shall render to the Board such periodic and special reports as the Board may reasonably request. The Adviser agrees that all records that it maintains for the Company are the property of the Company and will surrender promptly to the Company any such records upon the Company's request, provided that the Adviser may retain a copy of such records.

e) The Adviser shall be primarily responsible for the execution of any trades in securities in the Company's portfolio and the Company's allocation of brokerage commissions.

f) Following a continuous public offering through the independent broker-dealer network (a "Non-Listed Offering") and prior to such time as the Company's common stock is listed on a national securities exchange (an "Exchange Listing"), the Adviser shall, upon request by an official or agency administering the securities laws of a state (a "State Administrator"), submit to such State Administrator the reports and statements required to be distributed to the Company's stockholders pursuant to this Agreement, any registration statement filed with the SEC and applicable federal and state law.

g) The Adviser has a fiduciary responsibility and duty to the Company and the Company's stockholders for the safekeeping and use of all the funds and assets of the Company, whether or not in the Adviser's immediate possession or control. Following a Non-Listed Offering and prior to an Exchange Listing, the Adviser (i) shall not employ, or permit another to employ, such funds or assets except for the exclusive benefit of the Company and (ii) may not contract away the fiduciary obligation owed to the Company and the Company's stockholders under common law.

h) Following a Non-Listed Offering and prior to an Exchange Listing, the provisions set forth in *"Annex A —IV. Conflicts of Interest"* shall apply.

2) Company's Responsibilities and Expenses Payable by the Company

Except as otherwise provided herein or in the Administration Agreement (the "Administration Agreement"), dated March 1, 2016, between the Company and the Adviser (the Adviser, in its capacity as the administrator, the "Administrator"), the Adviser shall be solely responsible for the compensation of its investment professionals and employees and all overhead expenses of the Adviser (including rent, office equipment and utilities). The Company will bear all other costs and expenses of its operations, administration and transactions, including (without limitation): the cost of its organization and any offerings; the cost of calculating its net asset value, including the cost of any third-party valuation services; the cost of effecting any sales and repurchases of the Common Stock and other securities; fees and expenses payable under any dealer manager agreements, if any; debt service and other costs of borrowings or other financing arrangements; costs of hedging; expenses, including travel expense, incurred by the Adviser, or members of the Investment Team, or payable to third parties, performing due diligence on prospective portfolio companies and, if necessary, enforcing the Company's rights; transfer agent and custodial fees; fees and expenses associated with marketing efforts; federal and state registration fees, any stock exchange listing fees and fees payable to rating agencies; federal, state and local taxes; independent directors' fees and expenses including certain travel expenses; costs of preparing financial statements and maintaining books and records and filing reports or other documents with the SEC (or other regulatory bodies) and other reporting and compliance costs, including registration and listing fees, and the compensation of professionals responsible for the preparation of the foregoing; the costs of any reports, proxy statements or other notices to stockholders (including printing and mailing costs), the costs of any stockholder or director meetings and the compensation of personnel responsible for the preparation of the foregoing and related matters; commissions and other compensation payable to brokers or dealers; research and market data; fidelity bond, directors and officers errors and omissions liability insurance and other insurance premiums; direct costs and expenses of administration, including printing, mailing, long distance telephone and staff; fees and expenses associated with independent audits, outside legal and consulting costs; costs of winding up; costs incurred in connection with the formation or maintenance of entities or vehicles to hold the Company's assets for tax or other purposes; extraordinary expenses (such as litigation or indemnification); and costs associated with reporting and compliance obligations under the Advisers Act and applicable federal and state securities laws. Notwithstanding anything to the contrary contained herein, the Company shall reimburse the Adviser (or its affiliates) for an allocable portion of the compensation paid by the Adviser (or its affiliates) to the Company's Chief Compliance Officer and Chief Financial Officer and their respective staffs (based on a percentage of time such individuals devote, on an estimated basis, to the business affairs of the Company). For the avoidance of doubt, the Adviser shall be solely responsible for any placement or "finder's" fees payable to placement agents engaged by the Company or its affiliates in connection with the offering of securities by the Company.

In addition to the compensation paid to the Adviser pursuant to Section 3, following a Non-Listed Offering and prior to an Exchange Listing the provisions set forth in "*Annex A —I. Company's Responsibilities and Expenses Payable by the Company*" shall apply.

3) Compensation of the Adviser

The Company agrees to pay, and the Adviser agrees to accept, as compensation for the services provided by the Adviser hereunder, a base management fee (the "Management Fee") and an incentive fee (the "Incentive Fee") as hereinafter set forth. The Company shall make any payments due hereunder to the Adviser or to the Adviser's designee as the Adviser may otherwise direct.

a) For services rendered under this Agreement, the Management Fee will be payable quarterly in arrears. Management Fees for any partial month or quarter will be appropriately prorated and adjusted for any share issuances or repurchases during the relevant month or quarter. The Management fee shall be calculated as follows:

   i) Prior to an Exchange Listing, the Management Fee shall be calculated at an annual rate of 0.75% of (i) the average of the Company's gross assets, excluding cash and cash-equivalents but including assets purchased with borrowed amounts, at the end of the two most recently completed calendar quarters and (ii) the average of any remaining undrawn capital commitments at the end of the two most recently completed calendar quarters.

   ii) Following an Exchange Listing, the Management Fee shall be calculated at an annual rate of (x) 1.50% of the average of the Company's gross assets, excluding cash and cash-equivalents but including assets purchased with borrowed amounts, that is above an asset coverage ratio of 200% calculated in accordance with Sections 18 and 61 of the Investment Company Act, and (y) 1.00% of the average of the Company's gross assets, excluding cash and cash-equivalents but including assets purchased with borrowed amounts, that is below an asset coverage ratio of 200% calculated in accordance with Sections 18 and 61 of the Investment Company Act, in each case at the end of the two most recently completed calendar quarters.

b) Prior to an Exchange Listing, the Adviser will not be entitled to an Incentive Fee. Following an Exchange Listing, the Incentive Fee shall consist of two parts, as follows:

i) One part will be calculated and payable quarterly in arrears based on the pre-Incentive Fee net investment income for the immediately preceding calendar quarter commencing with the first calendar quarter following an Exchange Listing. For this purpose, pre-Incentive Fee net investment income means dividends (including reinvested dividends), interest and fee income accrued by the Company during the calendar quarter, minus the Company's operating expenses for the calendar quarter (including the Management Fee, expenses payable under the Administration Agreement to the Administrator, and any interest expense and dividends paid on any issued and outstanding preferred stock, but excluding the Incentive Fee). Pre-Incentive Fee net investment income includes, in the case of investments with a deferred interest feature (such as original issue discount, debt instruments with pay-in-kind interest and zero coupon securities), accrued income that the Company has not yet received in cash. Pre-Incentive Fee net investment income does not include any realized capital gains, realized capital losses or unrealized capital appreciation or depreciation. Pre-Incentive Fee net investment income, expressed as a rate of return on the value of the Company's net assets at the end of the immediately preceding calendar quarter, will be compared to a "hurdle rate" of 1.5% per calendar quarter (6% annualized). The Company's net investment income used to calculate this part of the Incentive Fee is also included in the amount of its gross assets used to calculate the Management Fee.

The Company will pay the Adviser an Incentive Fee with respect to the Company's pre-Incentive Fee net investment income in each calendar quarter as follows:

· With the exception of the Capital Gains Incentive Fee (as defined and discussed in greater detail below), no Incentive Fee is payable to the Adviser prior to an Exchange Listing or in any calendar quarter in which the Company's pre-Incentive Fee net investment income does not exceed the hurdle rate of 1.5% for such calendar quarter.

· 100% of the Company's pre-Incentive Fee net investment income with respect to that portion of such pre-Incentive Fee net investment income, if any, that exceeds the hurdle rate is payable to the Adviser until the Adviser has received 17.5% of the total pre-Incentive Fee net investment income for that calendar quarter. The Company refers to this portion of the Company's Pre-Incentive Fee net investment income as the "catch-up."

· Once the hurdle is reached and the catch-up is achieved, 17.5% of all remaining pre-Incentive Fee net investment income for that calendar quarter is payable to the Adviser.

ii) The second part of the Incentive Fee (the "Capital Gains Incentive Fee") will be determined and payable in arrears as of the end of each calendar year of the Company (or upon termination of this Agreement as set forth below), and will equal 17.5% of the Company's realized capital gains, if any, on a cumulative basis from the date on which the Exchange Listing becomes effective (the "Listing Date") to the end of such calendar year, computed net of all realized capital losses and unrealized capital depreciation on a cumulative basis from the Listing Date through the end of each calendar year, minus the aggregate amount of any previously paid Capital Gains Incentive Fees for prior periods. For the sole purpose of calculating the Capital Gains Incentive Fee, the cost basis as of the Listing Date for all of the Company's investments made prior to the Listing Date will be equal to the fair market value of such investments as of the last day of the calendar quarter in which the Listing Date occurs; provided, however, that in no event will the Capital Gains Incentive Fee payable pursuant hereto be in excess of the amount permitted by the Investment Advisers Act of 1940, as amended, including Section 205 thereof.

iii) Examples of the quarterly incentive fee calculation are attached hereto as Annex B. Such examples are included for illustrative purposes only and are not considered part of this Agreement.

4) Covenants of the Adviser

The Adviser agrees that it will remain registered as an investment adviser under the Advisers Act so long as the Company maintains its election to be regulated as a BDC under the Investment Company Act. The Adviser agrees that its activities will at all times be in compliance in all material respects with all applicable federal and state laws governing its operations and investments. In addition, following a Non-Listed Offering and prior to an Exchange Listing, the Adviser shall comply with the covenants set forth in "*Annex A —II. Covenants of the Adviser*."

5) Excess Brokerage Commissions

The Adviser is hereby authorized, to the fullest extent now or hereafter permitted by law, to cause the Company to pay a member of a national securities exchange, broker or dealer an amount of commission for effecting a securities transaction in excess of the amount of commission another member of such exchange, broker or dealer would have charged for effecting that transaction, if the Adviser determines in good faith, taking into account such factors as price (including the applicable brokerage commission or dealer spread), size of order, difficulty of execution, and operational facilities of the firm and the firm's risk and skill in positioning blocks of securities, that such amount of commission is reasonable in relation to the value of the brokerage and/or research services provided by such member, broker or dealer, viewed in terms of either that particular transaction or its overall responsibilities with respect to the Company's portfolio, and constitutes the best net results for the Company. Notwithstanding anything herein to the contrary, following a Non-Listed Offering and prior to an Exchange Listing, the provisions set forth in "*Annex A —III. Excess Brokerage Commissions*" shall apply.

6) Investment Team

The Adviser shall manage the Company's portfolio through a team of investment professionals (the "Investment Team") dedicated primarily to the Company's business, in cooperation with the Company's Chief Executive Officer. The Investment Team shall be comprised of senior personnel of the Adviser, supported by and with access to the investment professionals, analytical capabilities and support personnel of the Company.

7) Limitations on the Employment of the Adviser

The services of the Adviser to the Company are not exclusive, and the Adviser may engage in any other business or render similar or different services to others including, without limitation, the direct or indirect sponsorship or management of other investment-based accounts or commingled pools of capital, however structured, having investment objectives similar to those of the Company, so long as its services to the Company hereunder are not impaired thereby, and nothing in this Agreement shall limit or restrict the right of any manager, partner, officer or employee of the Adviser to engage in any other business or to devote his or her time and attention in part to any other business, whether of a similar or dissimilar nature, or to receive any fees or compensation in connection therewith (including fees for serving as a director of, or providing consulting services to, one or more of the Company's portfolio companies, subject to applicable law). So long as this Agreement or any extension, renewal or amendment remains in effect, the Adviser shall be the only investment adviser for the Company, subject to the Adviser's right to enter into sub-advisory agreements as set forth herein. The Adviser assumes no responsibility under this Agreement other than to render the services called for hereunder. It is understood that directors, officers, employees and stockholders of the Company are or may become interested in the Adviser and its affiliates, as directors, officers, employees, partners, stockholders, members, managers or otherwise, and that the Adviser and directors, officers, employees, partners, stockholders, members and managers of the Adviser and its affiliates are or may become similarly interested in the Company as stockholders or otherwise.

8) Responsibility of Dual Directors, Officers and/or Employees

If any person who is a manager, partner, officer or employee of the Adviser is or becomes a director, officer and/or employee of the Company and acts as such in any business of the Company, then such manager, partner, officer and/or employee of the Adviser or the Administrator shall be deemed to be acting in such capacity solely for the Company, and not as a manager, partner, officer or employee of the Adviser or the Administrator or under the control or direction of the Adviser or the Administrator, even if paid by the Adviser or the Administrator.

9) Limitation of Liability of the Adviser; Indemnification

The Adviser (and its officers, managers, partners, agents, employees, controlling persons,members and any other person or entity affiliated with the Adviser, including without limitation its sole member) shall not be liable to the Company for any action taken or omitted to be taken by the Adviser in connection with the performance of any of its duties or obligations under this Agreement or otherwise as an investment adviser of the Company (except to the extent specified in Section 36(b) of the Investment Company Act concerning loss resulting from a breach of fiduciary duty (as the same is finally determined by judicial proceedings) with respect to the receipt of compensation for services), and the Company shall indemnify, defend and protect the Adviser (and its officers, managers, partners, agents, employees, controlling persons, members and any other person or entity affiliated with the Adviser, including without limitation its general partner or managing member and the Administrator each of whom shall be deemed a third party beneficiary hereof) (collectively, the "Indemnified Parties") and hold them harmless from and against all damages, liabilities, costs and expenses (including reasonable attorneys' fees and amounts reasonably paid in settlement) incurred by the Indemnified Parties in or by reason of any pending, threatened or completed action, suit, investigation or other proceeding (including an action or suit by or in the right of the Company or its security holders) arising out of or otherwise based upon the performance of any of the Adviser's duties or obligations under this Agreement or otherwise as an investment adviser of the Company. Notwithstanding the preceding sentence of this Section 9 to the contrary, nothing contained herein shall protect or be deemed to protect the Indemnified Parties against or entitle or be deemed to entitle the Indemnified Parties to indemnification in respect of, any liability to the Company or its security holders to which the Indemnified Parties would otherwise be subject by reason of criminal conduct, willful misfeasance, bad faith or gross negligence in the performance of the Adviser's duties or by reason of the reckless disregard of the Adviser's duties and obligations under this Agreement (as the same shall be determined in accordance with the Investment Company Act and any interpretations or guidance by the SEC or its staff thereunder). Notwithstanding this Section 9 to the contrary, following a Non-Listed Offering and prior to an Exchange Listing, the provisions set forth in "*Annex A —V. Limitation of Liability of the Adviser; Indemnification*" shall apply.

10) Effectiveness, Duration and Termination of Agreement

a) This Agreement shall become effective as of the date first written above. This Agreement may be terminated at any time, without the payment of any penalty, on 60 days' written notice, by the vote of a majority of the outstanding voting securities of the Company or by the vote of the Company's directors or by the Adviser; provided, however, that following a Non-Listed Offering and prior to an Exchange Listing, the Adviser may only terminate this agreement upon not more than 120 days' written notice. The provisions of Section 9 of this Agreement shall remain in full force and effect, and the Adviser shall remain entitled to the benefits thereof, notwithstanding any termination of this Agreement. Further, notwithstanding the termination or expiration of this Agreement as aforesaid, the Adviser shall be entitled to any amounts owed under Section 3 through the date of termination or expiration, and Section 9 shall continue in force and effect and apply to the Adviser and its representatives as and to the extent applicable.

b) This Agreement shall continue in effect for two years from the date hereof, or to the extent consistent with the requirements of the Investment Company Act, from the date of the Company's election to be regulated as a BDC under the Investment Company Act, and thereafter shall continue automatically for successive annual periods, provided that such continuance is specifically approved at least annually by (A) the vote of the Board, or by the vote of a majority of the outstanding voting securities of the Company and (B) the vote of a majority of the Company's directors who are not parties to this Agreement or "interested persons" (as such term is defined in Section 2(a)(19) of the Investment Company Act) of any such party, in accordance with the requirements of the Investment Company Act.

c) This Agreement will automatically terminate in the event of its "assignment" (as such term is defined for purposes of Section 15(a)(4) of the Investment Company Act).

d) Following a Non-Listed Offering and prior to an Exchange Listing the provisions set forth in "*Annex A —VI. Effectiveness, Duration and Termination of Agreement*" shall apply.

11) Notices

Any notice under this Agreement shall be given in writing, addressed and delivered or mailed, postage prepaid, to the other party at its principal office.

12) Amendments

This Agreement may be amended by mutual consent, but the consent of the Company must be obtained in conformity with the requirements of the Investment Company Act.

13) Entire Agreement; Governing Law

This Agreement contains the entire agreement of the parties and supersedes all prior agreements, understandings and arrangements with respect to the subject matter hereof. This Agreement shall be construed in accordance with the laws of the State of Delaware and in accordance with the applicable provisions of the Investment Company Act. In such case, to the extent the applicable laws of the State of Delaware, or any of the provisions herein, conflict with the provisions of the Investment Company Act, the latter shall control.

[Remainder of page intentionally left blank.]

* * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date above written.

OWL ROCK CAPITAL CORPORATION

By: _____
Name:
Title:

OWL ROCK CAPITAL ADVISORS LLC

By: _____
Name:
Title:

Annex A

Additional Provisions

I. **Company's Responsibilities and Expenses Payable by the Company**. In addition to the compensation paid to the Adviser pursuant to Section 3 of the Agreement, following a Non-Listed Offering the Company shall reimburse the Adviser for all expenses of the Company incurred by the Adviser as well as the actual cost of goods and services used for or by the Company and obtained from entities not affiliated with the Adviser. Following a Non-Listed Offering the Adviser may be reimbursed for the administrative services performed by it on behalf of the Company pursuant to any separate administration or co-administration agreement with the Adviser; provided, however, such reimbursement shall be an amount equal to the lower of the Adviser's actual cost or the amount the Company would be required to pay third parties for the provision of comparable administrative services in the same geographic location; and provided, further, that such costs are reasonably allocated to the Company on the basis of assets, revenues, time records or other methods conforming with generally accepted accounting principles. No such reimbursement shall be permitted for services for which the Adviser is entitled to compensation by way of a separate fee. Excluded from such allowable reimbursement shall be:

   a. rent or depreciation, utilities, capital equipment, and other administrative items of the Adviser; and

   b. salaries, fringe benefits, travel expenses and other administrative items incurred by or allocated to any Controlling Person of the Adviser. The term "Controlling Person" shall mean a person, whatever his or her title, who performs functions for the Adviser similar to those of (a) the chairman or other member of a board of directors, (b) executive officers or (c) those holding 10% or more equity interest in the Adviser, or a person having the power to direct or cause the direction of the Adviser, whether through the ownership of voting securities, by contract or otherwise.

II. **Covenants of the Adviser.** Following a Non-Listed Offering and prior to an Exchange Listing:

   a. The Adviser shall prepare or shall cause to be prepared and mailed or delivered by any reasonable means, including an electronic medium, a copy of the Company's Annual Report on Form 10-K, filed by the Company under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), to each stockholder as of a record date after the end of the fiscal year within 120 days after the end of the fiscal year to which it relates that shall include: (i) financial statements prepared in accordance with generally accepted accounting principles which are audited and reported on by independent certified public accountants; (ii) a report of the material activities of the Company during the period covered by the report; (iii) where forecasts have been provided to the Company's stockholders, a table comparing the forecasts previously provided with the actual results during the period covered by the report; and (iv) a report setting forth distributions to Company's stockholders for the period covered thereby and separately identifying distributions from: (A) cash flow from operations during the period; (B) cash flow from operations during a prior period which have been held as reserves; (C) proceeds from disposition of assets; and (D) reserves from the gross proceeds. Such Annual Report on Form 10-K must also contain a breakdown of the costs reimbursed to the Adviser. The Company shall take reasonable steps to assure that: (v) within the scope of the annual audit of the Company's financial statements, the independent certified public accountants preparing such Annual Report on Form 10-K will issue a special report on the allocation of such costs to the Company in accordance with this Agreement; (w) the special report shall be in accordance with the American Institute of Certified Public Accountants United States Auditing Standards relating to special reports; (x) the additional costs of such special report will be itemized and may be reimbursed to the Adviser by the Company in accordance with this Section II(a) only to the extent that such reimbursement, when added to the cost for administrative services rendered, does not exceed the competitive rate for such services as determined above; (y) the special report shall at minimum provide a review of the time records of individual employees, the costs of whose services were reimbursed and the specific nature of the work performed by each such employee; and (z) the prospectus, prospectus supplement or periodic report as filed with the SEC shall disclose in tabular form an itemized estimate of such proposed expenses for the next fiscal year together with a breakdown by year of such expenses reimbursed in each of the last five public programs formed by the Adviser and subject to the Omnibus Guidelines published by the North American Securities Administrators Association on May 7, 2007.

b. The Adviser shall prepare or shall cause to be prepared and mailed or delivered to each Company stockholder within 60 days after the end of each fiscal quarter of the Company a Quarterly Report on Form 10-Q filed by the Company under the Exchange Act.

c. The Adviser shall prepare or shall cause to be prepared and mailed or delivered within 75 days after the end of each calendar year of the Company to each person who was at any time during such calendar year a Company stockholder all information pertaining to such stockholder's investment in the Company necessary for the preparation of such person's federal income tax return.

d. The Adviser shall, upon written request of any State Administrator, submit any of the reports and statements to be prepared and distributed by it pursuant to this Section II to such State Administrator.

e. In performing its duties hereunder, the Adviser shall cause the Company to provide for adequate reserves for normal replacements and contingencies (but not for the payment of fees payable to the Adviser described in Section 3 of the Agreement) by causing the Company to retain a reasonable percentage of proceeds from offerings and revenues.

f. From time to time and not less than quarterly, the Company shall cause the Adviser to review the Company's accounts to determine whether cash distributions are appropriate. The Company may, subject to authorization by the Board, distribute pro rata to the Company's stockholders funds which the Board deems unnecessary to retain in the Company. In no event shall funds be advanced or borrowed solely for the purpose of such cash distributions. Any cash distributions to the Adviser shall be made only in conjunction with distributions to stockholders and as a result of any shares held by the Adviser. All such cash distributions shall be made only out of funds legally available therefor pursuant to the Maryland General Corporation Law, as amended from time to time.

g. The Adviser shall, in its sole discretion, temporarily place proceeds from offerings by the Company of its equity securities into short-term, highly liquid investments which, in its reasonable judgment, afford appropriate safety of principal during such time as it is determining the composition and allocation of the portfolio of the Company and the nature, timing and implementation of any changes thereto pursuant to Section 1 of the Agreement; provided however, that the Adviser shall be under no fiduciary obligation to select any such short-term, highly liquid investment based solely on any yield or return of such investment. The Adviser shall cause any proceeds of the offering of Company securities not committed for investment within the later of two years from the date of effectiveness of the registration statement relating to the Non-Listed Offering or one year from termination of the Non-Listed Offering, unless a longer period is permitted by the applicable State Administrator, to be paid as a distribution to the stockholders of the Company as a return of capital without deduction of Front End Fees.

III. Excess Brokerage Commissions. Notwithstanding anything herein to the contrary, following a Non-Listed Offering and prior to an Exchange Listing:

a. All Front End Fees (as defined in the Company's charter) shall be reasonable and shall not exceed 18% of the gross proceeds of any offering and sale of the Company's shares, regardless of the source of payment. Any reimbursement to the Adviser or any other person for deferred Organizational and Offering Expenses (as defined in the Company's charter), including any interest thereon, if any, will be included within this 18% limitation.

b. The Adviser shall cause the Company to commit at least 82% of the gross proceeds of any offering and sale of the Company's shares towards the investment or reinvestment of assets and reserves as set forth in Section II(e) of this Annex A on behalf of the Company. The remaining proceeds may be used to pay Front End Fees.

IV. Conflicts of Interest. Following a Non-Listed Offering:

a. The Adviser is not hereby granted or entitled to an exclusive right to sell or exclusive employment to sell assets for the Company.

b. The Adviser shall not receive or accept any rebate or give-ups or similar arrangement that is prohibited under applicable federal or state securities laws. The Adviser shall not directly or indirectly pay or award any fees or commissions or other compensation to any Person engaged to sell shares of the Company's stock or give investment advice to a potential stockholder; provided, however, that this subsection shall not prohibit the payment to a registered broker-dealer or other properly licensed agent of sales commissions for selling or distributing the Company's common stock.

c. The Adviser covenants that it shall not permit or cause to be permitted the Company's funds from being commingled with the funds of any other entity. However, nothing in this subsection shall prohibit the Adviser from establishing a master fiduciary account pursuant to which separate sub-trust accounts are established for the benefit of affiliated programs, provided that the Company's funds are protected from the claims of other programs and creditors of such programs.

V. Limitation of Liability of the Adviser; Indemnification.

a. Following a Non-Listed Offering and prior to an Exchange Listing, the Company shall not provide for indemnification of an Indemnified Party for any liability or loss suffered by the an Indemnified Party, nor shall the Company provide that any of the Indemnified Parties be held harmless for any loss or liability suffered by the Company, unless all of the following conditions are met:

i. the Indemnified Party has determined, in good faith, that the course of conduct that caused the loss or liability was in the best interests of the Company;

ii. the Indemnified Party was acting on behalf of or performing services for the Company;

iii. such liability or loss was not the result of (A) negligence or misconduct, in the case that the Indemnified Party is the Adviser or an Affiliate (as defined in the Articles of Incorporation) of the Adviser, or (B) gross negligence or willful misconduct, in the case that the Indemnified Party is a director of the Company who is not also an officer of the Company or the Adviser or an Affiliate of the Adviser; and

iv. such indemnification or agreement to hold harmless is recoverable only out of the Company's net assets and not from the Company stockholders.

Furthermore, the Indemnified Party shall not be indemnified for any losses, liabilities or expenses arising from or out of an alleged violation of federal or state securities laws by such party unless one or more of the following conditions are met:

i. there has been a successful adjudication on the merits of each count involving alleged material securities law violations as to the Indemnified Party;

ii. such claims have been dismissed with prejudice on the merits by a court of competent jurisdiction as to the Indemnified Party; or

iii. a court of competent jurisdiction approves a settlement of the claims against the Indemnified Party and finds that indemnification of the settlement and the related costs should be made, and the court considering the request for indemnification has been advised of the position of the SEC and of the published position of any state securities regulatory authority in which shares of stock of the Company were offered or sold as to indemnification for violations of securities laws.

b. Following a Non-Listed Offering and prior to an Exchange Listing, the Company may pay or reimburse reasonable legal expenses and other costs incurred by the Indemnified Party in advance of final disposition of a proceeding only if all of the following are satisfied:

i. the proceeding relates to acts or omissions with respect to the performance of duties or services on behalf of the Company;

ii. the Indemnified Party provides the Company with written affirmation of such Indemnified Party's good faith belief that the Indemnified Party has met the standard of conduct necessary for indemnification by the Company;

iii. the legal proceeding was initiated by a third party who is not a Company stockholder, or, if by a Company stockholder acting in his or her capacity as such, a court of competent jurisdiction approves such advancement; and

iv. the Indemnified Party provides the Company with a written agreement to repay the amount paid or reimbursed by the Company, together with the applicable legal rate of interest thereon, if it is ultimately determined that the Indemnified Party did not comply with the requisite standard of conduct and is not entitled to indemnification.

VI. Effectiveness, Duration and Termination of Agreement. Following a Non-Listed Offering and prior to an Exchange Listing, without the approval of holders of a majority of the shares entitled to vote on the matter, the Adviser shall not: (i) amend this Agreement except for amendments that do not adversely affect the interests of the stockholders; (ii) voluntarily withdraw as the Adviser unless such withdrawal would not affect the tax status of the Company and would not materially adversely affect the stockholders; (iii) appoint a new Adviser; (iv) sell all or substantially all of the Company's assets other than in the ordinary course of the Company's business; or (v) cause the merger or other reorganization of the Company. In the event that the Adviser should withdraw pursuant to (ii) above, the withdrawing Adviser shall pay all expenses incurred as a result of its withdrawal. The Company may terminate the Adviser's interest in the Company's revenues, expenses, income, losses, distributions and capital by payment of an amount equal to the then present fair market value of the terminated Adviser's interest, determined by agreement of the terminated Adviser and the Company. If Company Fund and the Adviser cannot agree upon such amount, the parties will submit to binding arbitration which cost will be borne equally by the Adviser and the Company. The method of payment to the terminated Adviser must be fair and must protect the solvency and liquidity of the Company.

Annex B

Examples of Quarterly Incentive Fee Calculation

Example 1: Income Related Portion of Incentive Fee[1,2]:

Alternative 1

Assumptions

Investment income (including interest, dividends, fees, etc.) = 2.00%
Hurdle rate[3] = 1.50%
Management fee[4] = 0.38%
Other expenses (legal, accounting, custodian, transfer agent, etc.)[5] = 0.20%
Pre-Incentive Fee net investment income
(investment income - (management fee + other expenses)) = 1.42%
Pre-incentive net investment income does not exceed hurdle rate, therefore there is no Incentive Fee.

Alternative 2

Assumptions

Investment income (including interest, dividends, fees, etc.) = 2.25%
Hurdle rate[3] = 1.50%
Management fee[4] = 0.38%
Other expenses (legal, accounting, custodian, transfer agent, etc.)[5] = 0.20%
Pre-Incentive Fee net investment income
(investment income - (management fee + other expenses)) = 1.67%
Incentive Fee = 100% × pre-Incentive Fee net investment income, subject to the "catch-up"[6]
= 100% × (1.67% - 1.5%)
= 0.17%

Alternative 3

Assumptions

Investment income (including interest, dividends, fees, etc.) = 2.50%
Hurdle rate[3] = 1.50%
Management fee[4] = 0.38%
Other expenses (legal, accounting, custodian, transfer agent, etc.)[5] = 0.20%
Pre-Incentive Fee net investment income
(investment income - (management fee + other expenses)) = 1.92%
Incentive Fee = 17.50% × pre-Incentive Fee net investment income, subject to "catch-up"[6]
Incentive Fee = 100% × "catch-up" + (17.50% × (pre-Incentive Fee net investment income - 1.875%))
Catch-up = 1.82% - 1.50% = 0.32%
Incentive Fee = (100% × 0.32%) + (17.50% × (1.92% - 1.82%))
= 0.32% + (17.50% × 0.92%)
= 0.32% + 0.02%
= 0.34%

[1] *This example assumes that an Exchange Listing has occurred.*

[2] *The hypothetical amount of pre-Incentive Fee net investment income shown is based on a percentage of total net assets.*

[3] *Represents 6.0% annualized hurdle rate.*

[4] *Represents 1.50% annualized management fee.*

[5] *Excludes organizational and offering expenses.*

[6] *The "catch-up" provision is intended to provide the Adviser with an Incentive Fee of 17.50% on all of the Company's pre-Incentive Fee net investment income as if a hurdle rate did not apply. The "catch-up" portion of the Company's pre-Incentive Fee net investment income is the portion that exceeds the 1.5% hurdle rate but is less than or equal to 1.82% in any quarter.*

Example 2: Capital Gains Portion of Incentive Fee:

Assumptions

i) Year 1: The Listing Date is the last day of the first calendar quarter. Prior to the last day of the first calendar quarter the Company has made an investment in Company A ("Investment A"), an investment in Company B ("Investment B"), an investment in Company C ("Investment C"), an investment in Company D ("Investment D") and an investment in Company E ("Investment E"). On the last day of the first calendar quarter the fair market value ("FMV") of each of Investment A, Investment B, Investment C, Investment D and Investment E is $10 million. For purposes of calculating the Capital Gains Incentive Fee, the cost basis of each of Investment A, Investment B, Investment C, Investment D and Investment E is considered to be its FMV as of the last day of the first calendar quarter; provided, however, that in no event will the Capital Gains Incentive Fee payable pursuant hereto be in excess of the amount permitted by the Investment Advisers Act of 1940, as amended, including Section 205 thereof.

- Year 2: Investment A sold for $20 million, fair market value ("FMV") of Investment B determined to be $8 million, FMV of Investment C determined to be $12 million, and FMV of Investments D and E each determined to be $10 million.
- Year 3: FMV of Investment of B determined to be $8 million, FMV of Investment C determined to be $14 million, FMV of Investment D determined to be $14 million and FMV of Investment E determined to be $16 million.
- Year 4: $10 million investment made in Company F ("Investment F"), Investment D sold for $12 million, FMV of Investment B determined to be $10 million, FMV of Investment C determined to be $16 million and FMV of Investment E determined to be $14 million.
- Year 5: Investment C sold for $20 million, FMV of Investment B determined to be $14 million, FMV of Investment E determined to be $10 million and FMV of Investment F determined to $12 million.
- Year 6: Investment B sold for $16 million, FMV of Investment E determined to be $8 million and FMV of Investment F determined to be $15 million.
- Year 7: Investment E sold for $8 million and FMV of Investment F determined to be $17 million.
- Year 8: Investment F sold for $18 million.

These assumptions are summarized in the following chart:

	Investment A	Investment B	Investment C	Investment D	Investment E	Investment F	Cumulative Unrealized Capital Depreciation	Cumulative Realized Capital Losses	Cumulative Realized Capital Gains
Year 1	$10 million (FMV/cost basis)	$10 million (FMV/cost basis)	$10 million (FMV/cost basis)	$10 million (FMV/cost basis)	$10 million (FMV/cost basis)	—	—	—	—
Year 2	$20 million (sale price)	$8 million FMV	$12 million FMV	$10 million FMV	$10 million FMV	—	$2 million	—	$10 million
Year 3	—	$8 million FMV	$14 million FMV	$14 million FMV	$16 million FMV	—	$2 million	—	$10 million
Year 4	—	$10 million FMV	$16 million FMV	$12 million (sale price)	$14 million FMV	$10 million (cost basis)	—	—	$12 million
Year 5	—	$14 million FMV	$20 million (sale price)	—	$10 million FMV	$12 million FMV	—	—	$22 million
Year 6	—	$16 million (sale price)	—	—	$8 million FMV	$15 million FMV	$2 million	—	$28 million
Year 7	—	—	—	—	$8 million (sale price)	$17 million FMV	—	$2 million	$28 million
Year 8	—	—	—	—	—	$18 million (sale price)	—	$2 million	$36 million

The capital gains portion of the Incentive Fee would be:

- Year 1: None
- Year 2:

  Capital Gains Incentive Fee = 17.50% multiplied by ($10 million realized capital gains on sale of Investment A less $2 million cumulative capital depreciation) = **$1.40 million**

- Year 3:

  Capital Gains Incentive Fee = 17.50% multiplied by ($10 million cumulative realized capital gains less $2 million cumulative capital depreciation)) less $1.40 million cumulative Capital Gains Incentive Fee previously paid = $1.40 million less $1.40 million = **$0.00**

- Year 4:

  Capital Gains Incentive Fee = (17.50% multiplied by ($12 million cumulative realized capital gains)) less $1.40 million cumulative Capital Incentive Gains Fee previously paid = $2.10 million less $1.40 million = **$0.70 million**

- Year 5:

  Capital Gains Incentive Fee = (17.50% multiplied by ($22 million cumulative realized capital gains)) less $2.10 million cumulative Capital Gains Incentive Fee previously paid = $3.85 million less $2.10 million = **$1.75 million**

- Year 6:

  Capital Gains Incentive Fee = (17.50% multiplied by ($28 million cumulative realized capital gains less $2 million cumulative capital depreciation)) less $3.85 million cumulative Capital Gains Incentive Fee previously paid = $4.55 million less $3.85 million = **$0.70 million**

- Year 7:

  Capital Gains Incentive Fee = (17.50% multiplied by ($28 million cumulative realized capital gains less $2 million cumulative realized capital losses)) less $4.55 million cumulative Capital Gains Incentive Fee previously paid = $4.55 million less $4.55 million = **$0.00**

- Year 8:

  Capital Gains Incentive Fee = (17.50% multiplied by ($36 million cumulative realized capital gains less $2 million cumulative realized capital losses)) less $4.55 million cumulative Capital Gains Incentive Fee previously paid = $5.95 million less $4.55 million = **$1.40 million**

Exhibit 99.1

Owl Rock Capital Corporation's Board Approves Reduction of Asset Coverage Requirement;
Provides Flexibility to Extend Additional Capital to Middle Market Businesses

April 1, 2020

Owl Rock Capital Corporation (NYSE: ORCC, or the "Company") today announced that, on March 31, 2020, its Board of Directors unanimously approved a reduction of the Company's minimum asset coverage ratio from 200% to 150%, effective as of March 31, 2021, unless approved earlier by the Company's shareholders. Once the 150% asset coverage ratio becomes effective, the Company plans to target a debt to equity range of 0.90x to 1.25x and operate with an increased cushion to the regulatory threshold. The Company believes this will enable it to potentially generate incrementally higher annual earnings for shareholders, while maintaining its direct origination strategy with no change to its investment philosophy.

"This step will enhance our ability to deliver attractive returns to shareholders while continuing to prudently manage risk and maintain a very strong balance sheet," said Craig W. Packer, Chief Executive Officer of Owl Rock Capital Corporation. "It will also give us increased flexibility and capacity to continue to employ our strategy of originating high-quality, middle and upper-middle market loans."

Mr. Packer noted that the proposed reduction in the asset coverage ratio at this time is not being driven by recent changes in the market and economic environment, but rather is part of the natural evolution of ORCC's balance sheet over the last several years.

"Since the passage of the Small Business Credit Availability Act in March 2018, all of our investment grade peers have already moved to reduce their asset coverage ratio; we are the last to do so. Since we have been operating well below our target leverage profile of 0.75x this has not previously been a priority for us, but we believe it is prudent for us to have the same flexibility as our peers. From the inception of ORCC, we have worked hard to build a strong reputation and track record with our important stakeholders including our equity investors, lenders, bondholders and rating agencies and feel we are now ready to take this step."

"In addition to this increased flexibility, ORCC will continue to benefit from its attractive financing structure, which is well matched with its assets from a duration perspective and diversified across financing facilities and lenders, with a robust liquidity position that includes $2.0 billion of cash and undrawn debt capacity," commented Alan Kirshenbaum, Chief Operating Officer and Chief Financial Officer of Owl Rock Capital Corporation. "We believe our plan will continue to result in investment grade ratings while allowing us to operate with an increased cushion to the regulatory limit, or room above the minimum asset coverage requirement available to us, which we view as a prudent approach from a risk management perspective."

The Company and the Board have determined that they will seek shareholder approval to reduce the Company's asset coverage requirement at the upcoming annual shareholder meeting to be held on June 8, 2020 so that the 150% asset coverage ratio may become effective prior to March 31, 2021. If the Company's shareholders approve the reduced asset coverage ratio it would take effect immediately after the annual meeting. Accordingly, the Company has filed a proxy statement containing a proposal that, if approved, would permit the Company to reduce its asset coverage requirement. As part of the proposal, the Company is reducing its annual base management fee from 1.50% to 1.00% on all assets financed using leverage over 1.0x debt to equity after the expiration of the fee waiver.

The decision to reduce the asset coverage ratio was the result of the Board of Directors' thorough review of the Company's strategy, capital structure and investment opportunities and made pursuant to Section 61(a)(2) of the Investment Company Act of 1940 Act, as amended by the Small Business Credit Availability Act. The Company will seek shareholder approval for this change at its regularly scheduled annual meeting and will provide shareholders with additional information in its proxy materials.

A presentation with additional information regarding these changes and their benefits can be found on the investor relations section of the Company's website at www.OwlRockCapitalCorporation.com under "Events and Presentations."

Important Information for Shareholders

In connection with the proposal to reduce the Company's minimum asset coverage ratio to 150%, the Company intends to file a preliminary proxy statement and an accompanying proxy card with the SEC. The information contained in the preliminary proxy statement will not be complete and may be changed. The Company will also file with the SEC a definitive version of the proxy statement and accompanying proxy card that will be sent or provided to shareholders when available. The Company advises its shareholders and other interested persons to read the proxy statement and other proxy materials as they become available because they will contain important information. The proxy materials will become available at no charge on the SEC's website at http://www.sec.gov and on the Company's website at http://www.owlrockcapitalcorporation.com. In addition, the Company will provide copies of the proxy statement without charge upon request.

About Owl Rock Capital Corporation

Owl Rock Capital Corporation (ORCC) is a specialty finance company focused on lending to U.S. middle-market companies. As of December 31, 2019, ORCC had investments in 98 portfolio companies with an aggregate fair value of $8.8 billion. ORCC has elected to be regulated as a business development company under the Investment Company Act of 1940, as amended. ORCC is externally managed by Owl Rock Capital Advisors LLC, an SEC-registered investment adviser that is an affiliate of Owl Rock Capital Partners. Owl Rock Capital Partners, together with its subsidiaries, is a New York based direct lending platform with approximately $16.4 billion of assets under management as of December 31, 2019.

Certain information contained herein may constitute "forward-looking statements" that involve substantial risks and uncertainties. Such statements involve known and unknown risks, uncertainties and other factors and undue reliance should not be placed thereon. These forward-looking statements are not historical facts, but rather are based on current expectations, estimates and projections about ORCC, its current and prospective portfolio investments, its industry, its beliefs and opinions, and its assumptions. Words such as "anticipates," "expects," "intends," "plans," "will," "may," "continue," "believes," "seeks," "estimates," "would," "could," "should," "targets," "projects," "outlook," "potential," "predicts" and variations of these words and similar expressions are intended to identify forward-looking statements. These statements are not guarantees of future performance and are subject to risks, uncertainties and other factors, some of which are beyond ORCC's control and difficult to predict and could cause actual results to differ materially from those expressed or forecasted in the forward-looking statements including, without limitation, the risks, uncertainties and other factors identified in ORCC's filings with the SEC. Investors should not place undue reliance on these forward-looking statements, which apply only as of the date on which ORCC makes them. ORCC does not undertake any obligation to update or revise any forward- looking statements or any other information contained herein, except as required by applicable law.

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Exhibit 99.2

OWL ROCK CAPITAL CORPORATION

Update on Board of Directors Approval of Reduced Asset Coverage

April 2020

OWL ROCK
CAPITAL CORPORATION
www.OwlRockCapitalCorporation.com

ORCC'S RATIONALE FOR REDUCING ASSET COVERAGE

We intend to operate in a manner that we believe will maintain ORCC's investment grade ratings while generating an incremental increase in annual earnings for our stockholders, as well as maintain our direct origination strategy, with no change to our investment philosophy

- On March 31, 2020, the ORCC Board of Directors unanimously approved the reduction of ORCC's minimum asset coverage ratio from 200% to 150%.
- This step should enhance our ability to deliver strong returns to shareholders while continuing to prudently manage risk and maintain a very strong balance sheet.
- It will also give us increased flexibility and capacity to continue to employ our strategy of originating high-quality, middle and upper-middle market loans.
- All of our investment grade peers have already moved to reduce their asset coverage ratio; we are the last to do so.
- Since we have been operating well below our target leverage profile of 0.75x this has not previously been a priority for us, but we believe it is prudent for us to have the same flexibility as our peers.
- Our balance sheet is well matched from a duration perspective, our financings are diversified across facilities and lenders, and we have a robust liquidity position that includes $2.0 billion of cash and undrawn debt capacity.
- We believe our plan will continue to result in an investment grade funding profile and operating with an increased cushion to the regulatory limit is a prudent approach from a risk management perspective.
- From the inception of ORCC, we have worked hard to build a strong reputation and track record with our important stakeholders including our equity investors, lenders, bondholders and rating agencies and feel we are now ready to take this step.

This proposed reduction in the asset coverage ratio is not being driven by recent changes in the market and economic environment, but rather is part of the natural evolution of ORCC's balance sheet over the last several years

ORCC'S PLAN FOR REDUCING THE ASSET COVERAGE REQUIREMENT

The Key Elements of Our Plan

- No change to our direct origination strategy, investment philosophy and senior secured portfolio orientation
- Continue our highly selective and disciplined, risk-averse investment approach
- Operate with increased cushion to the regulatory limit, reducing risk for the Company and stakeholders
- Maintain investment grade credit ratings
- Modestly expand leverage by targeting 0.9x – 1.25x debt to equity
- Maintain market leadership and competitive positioning among industry peers
- Reduce base management fee to 1.0% on assets financed with leverage over 1.0x debt to equity

We expect our plan will generate incremental earnings while maintaining our defensive investment posture and conservative leverage profile

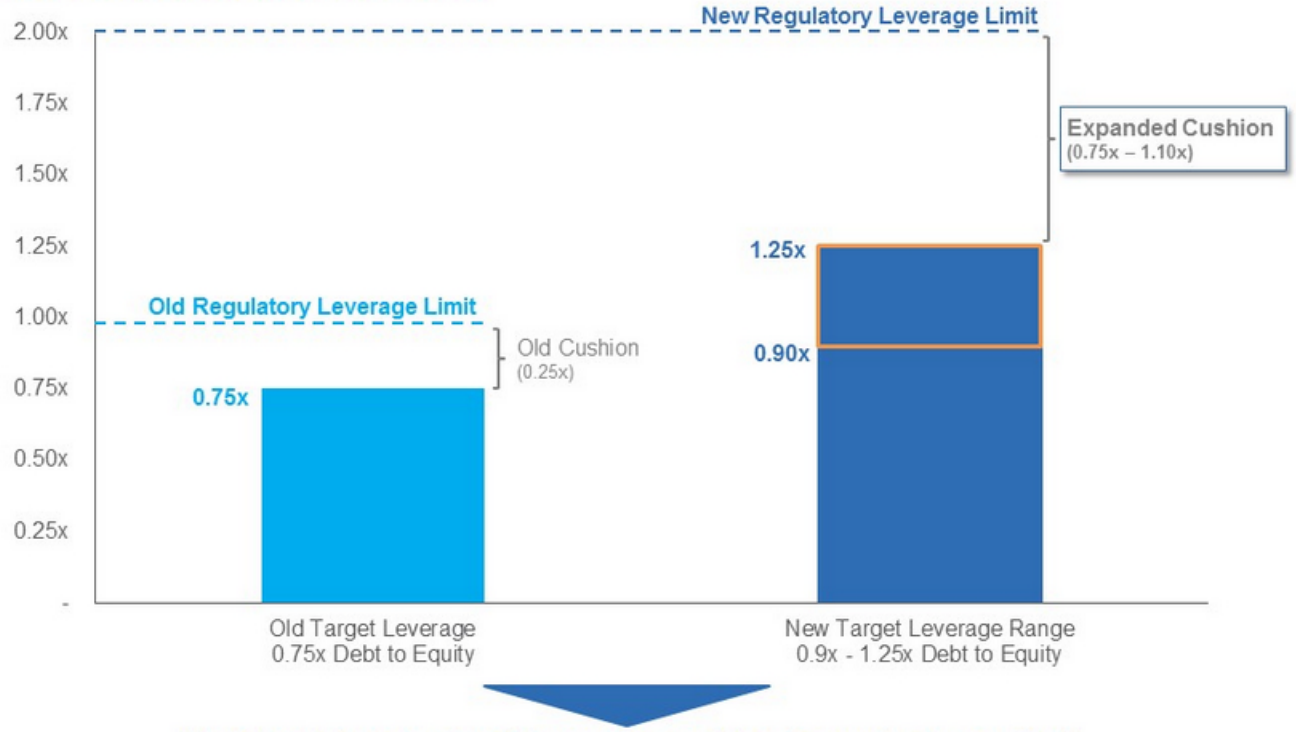
BENEFITS OF REDUCING THE ASSET COVERAGE REQUIREMENT

The adoption of the 150% asset coverage ratio will provide increased flexibility and the potential for incremental earnings while maintaining our conservative investment posture

Preserve Market Leadership and Competitive Positioning	▪ All of our investment grade peers have already moved to reduce their asset coverage ratio; we are the last to do so ▪ Allows us to maintain our market leadership and competitive positioning versus our peers
Increased Flexibility Reduces Risk for ORCC	▪ Our senior secured, first lien oriented portfolio supports modest incremental leverage ▪ Greater portfolio diversification ▪ We expect the modest incremental leverage should help increase ROE
Maintains Conservative Investment Grade Profile	▪ Increases cushion to regulatory leverage limit ▪ Intend to operate in a manner whereby ORCC maintains its investment grade credit profile

Past performance is not a guarantee of future results.

WE BELIEVE INCREASED CUSHION TO THE REGULATORY LIMIT IMPROVES RISK PROFILE

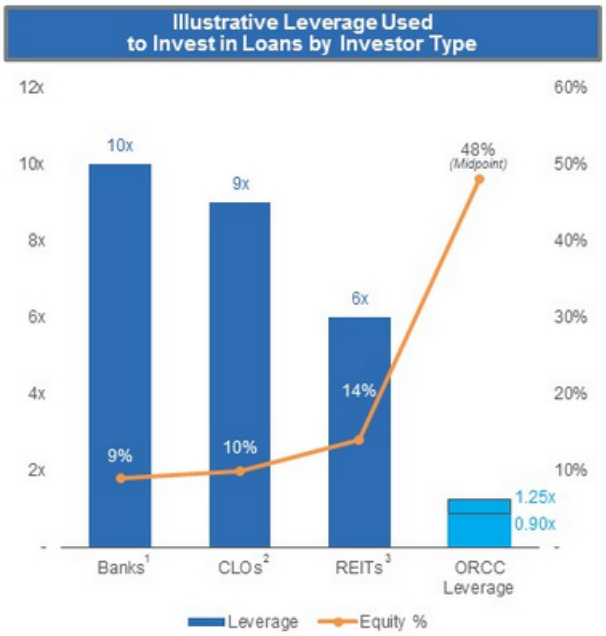


We intend to operate with greater cushion to our leverage limit, which reduces risk for debt and equity investors

BDCS CONSERVATIVE LEVERAGE PROFILE IS FAVORABLE COMPARED TO OTHER ENTITIES

BDCs have built-in protections via lower regulatory cap for leverage

- Underlying collateral consists of senior secured investments
  - Credit performance driven by assets in the investment portfolio
- Strong asset coverage and low leverage
  - BDCs have a 2.0x regulatory cap on leverage
  - ORCC's target debt to equity of 0.9x – 1.25x
  - Significantly below 6x for REITs, 9x for CLOs, and 10x for banks
- Access to multiple financing sources
- Match duration of liabilities with assets
- Permanent equity capital



Reflects most recent data for all investor types. 1. Reflects the ratio of deposits and borrowings divided by tangible equity for U.S. banks as of 12/31/19, weighted by market capitalization, which includes 692 banks, according to SNL Financial. 2. Reflects the average debt to equity ratio of all rated tranches of 5 largest U.S. broadly syndicated CLOs as of 3/27/20, weighted by total size, according to S&P LCD. The 5 CLOs used were: ALM 2020 Ltd., Antares CLO 2017-1, CBAM 2017-2, RR 3 Reset, and ALM XIV. 3. Reflects the ratio of debt to equity of U.S. Mortgage REITs with total assets greater than $500MM as of 12/31/19, weighted by total assets, which includes 37 REITs, according to SNL Financial.

ORCC'S APPROACH TO PORTFOLIO CONSTRUCTION WILL REMAIN UNCHANGED

Scaled and Diversified, Senior Secured Portfolio	▪ Directly originated upper middle market portfolio
	  ▪ Target EBITDA: $10 million – $250 million
	  ▪ Borrower weighted average EBITDA of $79 million with portfolio company leverage of 5.5x[1,2]
	▪ Diversified portfolio of investments in 98 portfolio companies across 27 industries
	▪ 99% senior secured; 81% first lien investments; 100% floating rate debt investments

Competitive Advantages	▪ Established platform solely focused on direct lending ▪ Robust origination capabilities supported by a deeply experienced team of approx. 60 investment professionals ▪ Ability to lead or anchor debt financings of $200 million – $600 million across platform ▪ Total solution provider with expansive product set facilitates a broad view of market opportunities ▪ Disciplined, risk-averse investment style that is adaptable to the market environment
Investment Strategy	▪ Targeting upper-middle market companies with significant operating history and familiarity operating with leverage ▪ Top of the capital structure with substantially all senior secured floating rate loans ▪ Underwriting is focused on top-line stability and protection of par

Past performance is not a guarantee of future results. *As of 12/31/19. 1. Excludes certain investments that fall outside of our typical borrower profile, our portfolio metrics represent 96.9% of our total portfolio based on fair value. Portfolio company credit statistics for Owl Rock are derived from the most recently available portfolio company financial statements, have not been independently verified by Owl Rock, and may reflect a normalized or adjusted amount. Accordingly, Owl Rock makes no representation or warranty in respect of this information. 2. Portfolio weighted average total net leverage multiples represent Owl Rock's last dollar of invested debt capital (net of cash) as a multiple of EBITDA.*

PORTFOLIO HIGHLIGHTS – CONSERVATIVE CREDIT METRICS

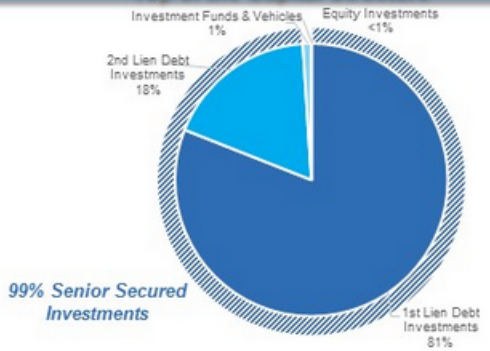
Conservative Portfolio Credit Metrics[1]

$79MM
Portfolio Company EBITDA

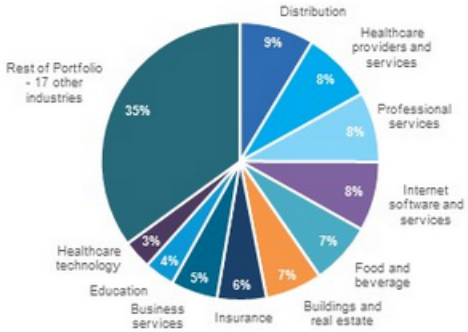
5.5x
Portfolio Company Leverage[2]

FOCUSED ON UPPER MIDDLE MARKET COMPANIES AND CONSERVATIVE CREDIT METRICS

Senior Secured and Focused on Top of the Capital Structure



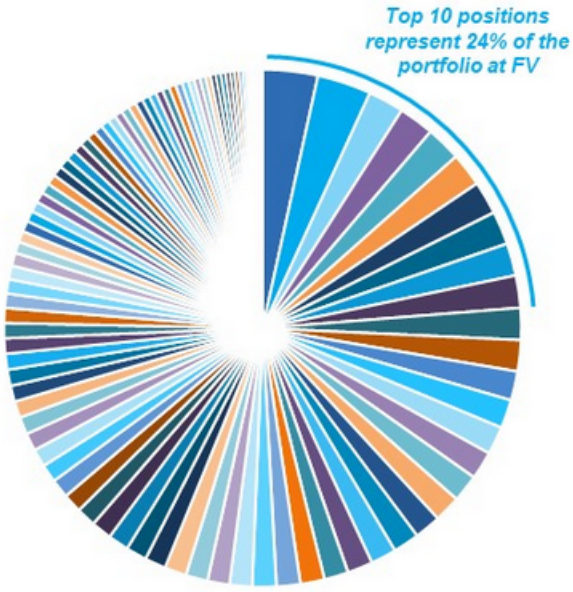
Broadly Diversified Across Industries



Past performance is not a guarantee of future results. *As of 12/31/19. Weightings based on fair value of investments. 1. Excludes certain investments that fall outside of our typical borrower profile, our portfolio metrics represent 96.9% of our total portfolio based on fair value. Portfolio company credit statistics for Owl Rock are derived from the most recently available portfolio company financial statements, have not been independently verified by Owl Rock, and may reflect a normalized or adjusted amount. Accordingly, Owl Rock makes no representation or warranty in respect of this information. 2. Portfolio weighted average total net leverage multiples represent Owl Rock's last dollar of invested debt capital (net of cash) as a multiple of EBITDA.*

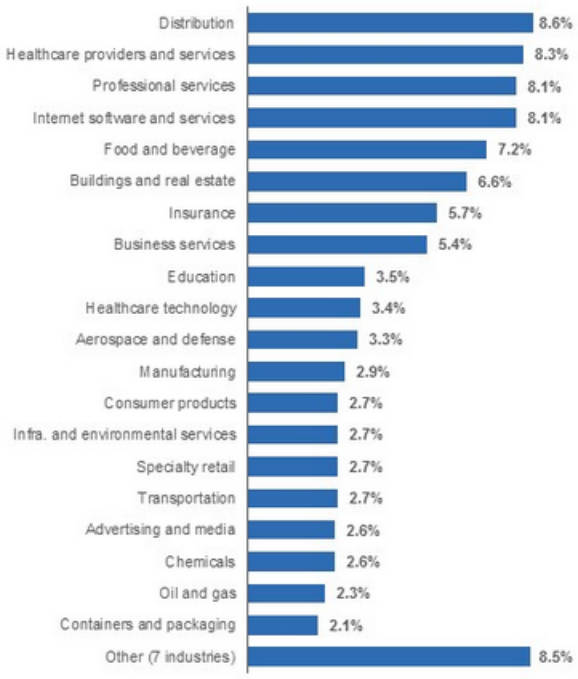
PORTFOLIO HIGHLIGHTS – DIVERSIFICATION

Borrower Diversification



Sizing to position sizes that are 1 – 2% of a fully invested portfolio

Industry Diversification



As of 12/31/19. ***Past performance is not a guarantee of future results.*** *Diversification will not guarantee profitability or protect against loss.*

ORCC'S STRONG LIQUIDITY AND FUNDING PROFILE

- ORCC is very well capitalized with attractive financing structures, which are well matched to our assets from a duration perspective and diversified across financing facilities and lenders
- Our financings have enabled a robust liquidity position that includes $2.0 billion[1] of cash and undrawn debt capacity
  - We have approximately $0.5 billion in undrawn commitments to our portfolio companies, of which $0.2 billion are revolving credit facilities
  - This means we have enough liquidity to fund all of our undrawn commitments over 3.5x
  - Our strong liquidity position will also allow us to continue to support our existing borrowers and selectively deploy capital in additional investment opportunities
- ORCC has four investment grade ratings
  - This has helped us issue approximately $1.5 billion of unsecured bonds across four issuances
  - This means that over 40% of our funded debt capital is in unsecured debt, which provides us with significant unencumbered assets and meaningful overcollateralization of our secured credit facilities
- As of December 31, 2019, ORCC leverage was 0.46x, at the low end of industry peers
- Our weighted average debt maturity is over 5.5 years and we do not have any debt maturities until December 2022

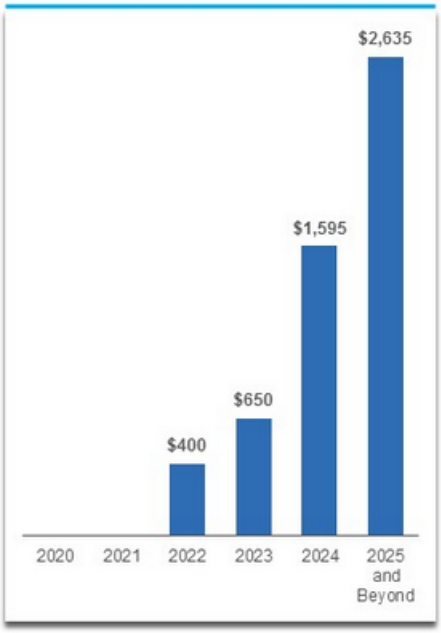
ORCC has a strong liquidity position with attractive and diverse financing structures

As of 3/26/20 unless otherwise noted. 1. The amount available does not reflect limitations related to each credit facility's borrowing base. Reflects the use of the July 2025 Notes proceeds and CLO III proceeds to pay down a portion of the Secured Revolver.

DIVERSE ACCESS TO FINANCING WITH WELL LADDERED MATURITIES

	Aggregate Principal Amount Committed / Outstanding	Principal Amount Outstanding	Interest Rate	Maturity Date
Secured Revolver [2,3]	$1,195 million	$131 million	LIBOR + 200	04/02/24
SPV Asset Facility 1	$400 million	$300 million	LIBOR + 250	12/21/22
SPV Asset Facility 2	$350 million	$350 million	LIBOR + 220 – 225	05/22/28
SPV Asset Facility 3	$500 million	$175 million	LIBOR + 220	12/14/23
SPV Asset Facility 4	$450 million	$60 million	LIBOR + 215 – 250	08/01/29
CLO I	$390 million	$390 million	Blended LIBOR + 196	05/20/31
CLO II	$260 million	$260 million	Blended LIBOR + 195	01/20/31
CLO III [3]	$260 million	$260 million	Blended LIBOR + 195	04/20/32
2023 Notes	$150 million	$150 million	Fixed Coupon: 4.75% Interest Rate Swap: LIBOR + 254.5 [4]	06/21/23
2024 Notes	$400 million	$400 million	Fixed Coupon: 5.25% Interest Rate Swap: LIBOR + 293.7 [5]	04/15/24
2025 Notes	$425 million	$425 million	Fixed Coupon: 4.00%	03/31/25
July 2025 Notes [2]	$500 million	$500 million	Fixed Coupon: 3.75%	07/22/25
Total Debt [1,6]	**$5,280 million**	**$3,401 million**		

Debt Maturities ($mm)



As of 3/26/20 unless otherwise noted. 1. Par value. 2. July 2025 Notes were priced on 1/14/20 and closed on 1/22/20. The principal amount outstanding of the Secured Revolver reflects the closing of the July 2025 Notes. 3. CLO III closed on 3/26/20. The principal amount outstanding on the Secured Revolver reflects the closing of CLO III. 4. In connection with the note offering, ORCC entered into an interest rate swap to continue to align the interest rates of our liabilities with our investment portfolio, which consists of predominately floating rate loans. As a result of the swap, our effective interest rate on the notes was one-month LIBOR plus 254.5 basis points, which reflects the current terms. 5. In connection with the note offering, ORCC entered into an interest rate swap to continue to align the interest rates of our liabilities with our investment portfolio, which consists of predominately floating rate loans. As a result of the swap, our effective interest rate on the notes was one-month LIBOR plus 293.7 basis points, which reflects the current terms.

WHAT DIFFERENTIATES OWL ROCK

- **Diversified portfolio** designed for our large, institutional investor base – focused on **quality and consistency**
- The right pool of capital to be the **partner of choice** for borrowers – offers flexibility & ability to commit and hold large investments
- Large team of **experienced, high-quality** investment professionals, **solely focused** on direct lending – not part of a broad alternatives platform
- **Disciplined, risk-averse** investment style
- Purpose built to be a **leading high-quality institutional BDC**
- **Well protected** and **conservative** dividend
- **Significant liquidity** and **access to capital**

OWL ROCK
CAPITAL CORPORATION

ANY QUESTIONS PLEASE CONTACT:

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IMPORTANT INFORMATION

Important Information For Stockholders
In connection with the proposal to reduce the Company's minimum asset coverage ratio to 150%, the Company intends to file a preliminary proxy statement and an accompanying proxy card with the SEC. The information contained in the preliminary proxy statement will not be complete and may be changed. The Company will also file with the SEC a definitive version of the proxy statement and accompanying proxy card that will be sent or provided to stockholders when available. The Company advises its stockholders and other interested persons to read the proxy statement and other proxy materials as they become available because they will contain important information. The proxy materials will become available at no charge on the SEC's website at http://www.sec.gov and on the Company's website at http://www.owlrockcapitalcorporation.com. In addition, the Company will provide copies of the proxy statement without charge upon request.

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