
**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): January 3, 2018 (January 2, 2018)

Owl Rock Capital Corporation

(Exact name of registrant as specified in its charter)

Maryland
(State or other jurisdiction
of incorporation)

814-01190
(Commission File No.)

47-5402460
(I.R.S. Employer
Identification No.)

**245 Park Avenue
41st Floor
New York, New York**

(Address of principal executive offices)

10167
(Zip Code)

Registrant's telephone number, including area code: (212)419-3000

Not Applicable

(Former name or 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 Instruction 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.

Item 1.01. Entry into a Material Definitive Agreement

On January 2, 2018, Owl Rock Capital Corporation (the “Company”) entered into an agreement with Comerica Bank (“Comerica”) pursuant to which Comerica agreed to provide a \$50 million commitment through the accordion feature in the Company’s subscription credit facility, dated August 1, 2016 (as amended by that certain first amendment to the revolving credit agreement, dated as of November 2, 2017 (the “Amendment”) and as further amended as of the date hereof, the “Facility”). Upon Comerica’s commitment there was an automatic \$50 million reduction of the commitment of Wells Fargo Bank, National Association (“Wells Fargo”) and, as a result, the aggregate commitments under the Facility remain at \$900 million. There were no other amendments to the terms of the Facility.

The foregoing is only a summary of certain provisions of the Facility and is qualified in its entirety by the underlying agreement, which is filed as Exhibit 10.1 hereto and is incorporated into this Current Report on Form 8-K by reference, the Facility, filed on August 10, 2016 as an exhibit to the Company’s Quarterly Report on Form 10-Q for the quarter ended June 30, 2016, and the Amendment, filed on November 8, 2017 as an exhibit to the Company’s Quarterly Report on Form 10-Q for the quarter ended September 30, 2017.

Item 2.03 Creation of a Direct Financial Obligation

The information set forth above under Item 1.01 is incorporated by reference.

Item 9.01 Financial Statements and Exhibits

10.1 [Lender Joinder Agreement, dated January 2, 2018, by and among Comerica, Wells Fargo and the Company](#)

SIGNATURES

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

Owl Rock Capital Corporation

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

January 3, 2018

LENDER JOINDER AGREEMENT

This LENDER JOINDER AGREEMENT (this "**Joinder**") is made as of January 2, 2018.

Reference is made to that certain Revolving Credit Agreement dated as of August 1, 2016 by and among, *inter alios*, OWL ROCK CAPITAL CORPORATION, a Maryland corporation, as the Initial Borrower (together with the other borrowers from time to time party thereto, the "**Borrowers**"), WELLS FARGO BANK, NATIONAL ASSOCIATION, as the Administrative Agent, Letter of Credit Issuer and a Lender and the other Lenders from time to time party thereto (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"). Capitalized terms not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

The "**Additional Lenders**" referred to on Schedule I agree as follows:

1. Each Additional Lender agrees to become a Lender and to be bound by the terms of the Credit Agreement as a Lender pursuant to **Section 12.11(g)** of the Credit Agreement.

2. Each Additional Lender: (a) confirms that it has received a copy of the Credit Agreement and the other Loan Documents (except for copies of other Lenders' Assignment and Assumptions which are available to the Additional Lenders upon request), and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Joinder; (b) agrees that it will, independently and without reliance upon the Administrative Agent, or any other Lender or Additional Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement or any other Loan Document; (c) confirms that it is an Eligible Assignee; (d) appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Credit Agreement or any other Loan Document as are delegated to the Administrative Agent by the terms thereof, together with such powers and discretion as are reasonably incidental thereto; (e) agrees that it will perform in accordance with their terms all of the obligations that by the terms of the Credit Agreement and the other Loan Documents are required to be performed by it as a Lender; and (f) attaches (or has delivered to the Administrative Agent and the Borrowers) completed and signed copies of any forms that may be required by the United States Internal Revenue Service (together with any additional supporting documentation required pursuant to applicable Treasury Department regulations or such other evidence satisfactory to the Borrowers and the Administrative Agent) in order to certify such Additional Lender's exemption from United States withholding taxes with respect to any payments or distributions made or to be made to such Additional Lender in respect of the Loans or under the Credit Agreement.

3. Following the execution of this Joinder, it will be delivered to the Administrative Agent for acceptance and recording by the Administrative Agent. The effective date for this Joinder (the "**Effective Date**") shall be the date recited above, unless otherwise specified on Schedule I.

4. Upon such execution and delivery, as of the Effective Date, each Additional Lender shall be a party to the Credit Agreement and the other Loan Documents and have the rights and obligations of a Lender thereunder.

5. As of the Effective Date, **Schedule II (Commitments)** to the Credit Agreement is hereby deemed amended and supplemented to reflect the joinder of the Additional Lender effectuated hereby as evidenced by Schedule II hereto.

6. This Joinder and any claim, controversy or dispute arising under or related to or in connection herewith, the relationship of the parties, and/or the interpretation and enforcement of the rights and duties of the parties will be governed by the laws of the State of New York without regard to any conflicts of law principles other than Section 5-1401 of the New York General Obligations Law.

7. This Joinder may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Joinder by facsimile or email (with a PDF copy attached) shall be effective as delivery of a manually executed counterpart of this Joinder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Additional Lender has caused this Joinder to be executed by its officers thereunto duly authorized as of the date specified thereon.

COMERICA BANK

By: _____
Name:
Title:

Signature Page to Lender Joinder Agreement

ACCEPTED AND APPROVED:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as the Administrative Agent

By: _____
Name:
Title:

Signature Page to Lender Joinder Agreement

CONSENTED TO:

BORROWER:

OWL ROCK CAPITAL CORPORATION

By: _____
Name:
Title:

Signature Page to Lender Joinder Agreement

SCHEDULE I
to
JOINDER

ADDITIONAL LENDERS

Lender:	Comerica Bank
Additional Lender's Commitment:	\$50,000,000
Total Commitment after giving effect to this Joinder:	\$900,000,000
Effective Date (if other than date of Joinder):	January 2, 2018
Notice Information:	

SCHEDULE II
to
JOINDER

<u>Lender</u>	<u>Commitment</u>
Wells Fargo Bank, National Association	\$350,000,000
State Street Bank and Trust Company	\$150,000,000
PNC Bank, National Association	\$100,000,000
Capital One, N.A.	\$75,000,000
ING Capital LLC	\$75,000,000
City National Bank	\$50,000,000
ZB, N.A. dba California Bank & Trust	\$50,000,000
Comerica Bank	\$50,000,000
Total	\$900,000,000