

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 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): August 20, 2009

**Tortoise Capital Resources Corporation**  
(Exact Name of Registrant as Specified in Its Charter)

**Maryland**  
(State or Other Jurisdiction of Incorporation)

**1-33292**  
(Commission File Number)

**20-3431375**  
(IRS Employer Identification No.)

**11550 Ash Street, Suite 300, Leawood, KS**  
(Address of Principal Executive Offices)

**66211**  
(Zip Code)

**(913) 981-1020**  
(Registrant's Telephone Number, Including Area Code)

**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:

- 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))
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**Item 1.01. Entry into a Material Definitive Agreement.**

On August 20, 2009, Tortoise Capital Resources Corporation (the “Company”) entered into a Seventh Amendment to Credit Agreement (the “Seventh Amendment”) with U.S. Bank National Association (“U.S. Bank”), as lender, agent and lead arranger, amending the Credit Agreement dated as of April 25, 2007 among the Company, U.S. Bank and Bank of Oklahoma, as amended by the First Amendment to Credit Agreement dated as of July 18, 2007, the Second Amendment to Credit Agreement dated as of September 28, 2007, the Third Amendment to Credit Agreement dated as of March 21, 2008, the Fourth Amendment to Credit Agreement dated as of March 28, 2008, the Fifth Amendment to Credit Agreement dated as of March 20, 2009 and the Sixth Amendment to Credit Agreement dated as of June 20, 2009 (as so amended, the “Credit Agreement”, and as amended by the Seventh Amendment, the “Amended Credit Agreement”). The Seventh Amendment extends the term of the Credit Agreement for six months and provides for a secured revolving credit facility of up to \$5 million. The Amended Credit Agreement terminates on February 20, 2010. The Amended Credit Agreement requires the Company to apply 100% of the proceeds from any sale of investments to the outstanding balance of the facility. In addition, each prepayment of principal of the loans under the Amended Credit Agreement will permanently reduce the maximum amount of the loans under the Amended Credit Agreement to an amount equal to the outstanding principal balance of the loans under the Amended Credit Agreement immediately following the prepayment. During the extension, outstanding loan balances generally will accrue interest at a variable rate equal to the greater of (i) one-month LIBOR plus 3.00 percent and (ii) 5.50 percent, with a fee of 0.50 percent on any unused balance of the facility.

The description of the Seventh Amendment does not purport to be complete and is qualified in its entirety by reference to the Seventh Amendment that is filed hereto as Exhibit 10.1 and incorporated herein by reference.

U.S. Bank serves as the Company’s custodian for its securities and other assets pursuant to a custody agreement. U.S. Bank also serves as custodian for Tortoise Energy Infrastructure Corporation (“TYG”), Tortoise Energy Capital Corporation (“TYE”), Tortoise North American Energy Corporation, Tortoise Power and Energy Infrastructure Fund, Inc. (“TPZ”) and two private funds advised by the Company’s investment adviser, which are affiliates of the Company. In addition, U.S. Bancorp Fund Services, LLC, an affiliate of U.S. Bank, provides fund accounting services to the Company pursuant to a fund accounting servicing agreement and provides fund administration services and fund accounting services to TYG, TYE, TPZ and one of such private funds pursuant to fund administration servicing agreements and fund accounting servicing agreements, as well as fund accounting services to the other such private fund pursuant to a fund accounting servicing agreement.

**Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information included under Item 1.01 above is incorporated into this Item 2.03 by reference.

**Item 8.01. Other Events.**

On August 20, 2009, the Company announced that it had entered into a 6-month extension of its Credit Agreement through February 20, 2010. A copy of the press release is attached as Exhibit 99.1 to this Form 8-K.

**Item 9.01. Financial Statements and Exhibits.**

- (d) Exhibits
  - 10.1 Seventh Amendment to Credit Agreement dated as of August 20, 2009 by and between Tortoise Capital Resources Corporation and U.S. Bank National Association
  - 99.1 Press Release dated August 20, 2009
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**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.

**TORTOISE CAPITAL RESOURCES CORPORATION**

Dated: August 24, 2009  
Matlack

By: /s/ Terry

Terry Matlack  
Chief Financial Officer

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## Exhibit Index

<b>Exhibit No.</b>	<b>Description</b>
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|------|--|
| 10.1 | Seventh Amendment to Credit Agreement dated as of August 20, 2009 by and between Tortoise Capital Resources Corporation and U.S. Bank National Association |
| 99.1 | Press Release dated August 20, 2009  |

## SEVENTH AMENDMENT TO CREDIT AGREEMENT

This Seventh Amendment to Credit Agreement (the "Amendment") is made as of August 20, 2009, by and between TORTOISE CAPITAL RESOURCES CORPORATION, a Maryland corporation (the "Borrower"); and U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Bank"); and as the lender for Swingline Loans (in such capacity, the "Swingline Lender"), as agent for the Banks hereunder (in such capacity, the "Agent"), and as lead arranger hereunder (in such capacity, the "Lead Arranger"). Capitalized terms used and not defined in this Amendment have the meanings given to them in the Credit Agreement referred to below.

### *Preliminary Statements*

(a) The Bank and the Borrower are parties to a Credit Agreement dated as of April 25, 2007, as amended by the First Amendment to Credit Agreement dated as of July 18, 2007, as further amended by the Second Amendment to Credit Agreement dated as of September 28, 2007, as further amended by the Third Amendment to Credit Agreement dated as of March 21, 2008, as further amended by the Fourth Amendment to Credit Agreement dated as of March 28, 2008, as further amended by the Fifth Amendment to Credit Agreement dated as of March 20, 2009, and as further amended by the Sixth Amendment to Credit Agreement dated as of June 20, 2009 (as so amended, and as the same may be further amended, renewed, restated, replaced, consolidated or otherwise modified from time to time, the "Credit Agreement").

(b) The Borrower has requested to renew and extend the term of the Credit Agreement until February 20, 2010.

(c) The Bank is willing to agree to the foregoing request, subject, however, to the terms, conditions, and agreements set for the below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Bank and the Borrower agree as follows:

1. **Modification to Section 1.1 Definitions.** The following definitions as set forth in Section 1.1 of the Credit Agreement are hereby deleted in their entirety and are hereby replaced with the following:

"Borrowing Base" means, at any date, 20% of the amount, after giving effect to any requested Loan on such date (if applicable), of (i) the total value of the Borrower's assets, minus (ii) all liabilities and indebtedness not represented by "senior securities" (as such term is used in the 1940 Act), minus (iii) all other securities and investments not included in the Securities Account.

"Termination Date" means February 20, 2010; *provided, however*, if such day is not a Business Day, the Termination Date shall be the immediately preceding Business Day.

2. **Decrease in Revolving Credit Facility.** The reference to "\$11,700,000" in Section 2.1 of the Credit Agreement is hereby deleted and is hereby replaced with "\$5,000,000."

3. **Modification to Swingline Loans.** The parties agree that from and after the date of this Amendment, the Swingline Loan Commitment shall be \$0.00, and the Swingline Loans, and the obligations to make Swingline Loans, shall be terminated. For avoidance of doubt, no Bank, including the Swingline Lender, shall have any obligation to provide Swingline Loans to the Borrower. The parties further agree that the provisions and terms of the Credit Agreement, and in any other Credit Document, relating to Swingline Loans are hereby deemed to be inapplicable and of no force and effect, without further action by any party. Only upon express written agreement by all parties to the Credit Agreement, and any other Credit Document relating to Swingline Loans, shall Swingline Loans, and the provisions relating thereto, be deemed to be reinstated and effective.

4. **Modification to Section 3.4(a).** Section 3.4(a) of the Credit Agreement is hereby deleted in its entirety and is hereby replaced with the following:

(a) Borrowing Base. The sum of the outstanding balance of the Loans shall not, at any time, exceed the Borrowing Base. If at any time the sum of the outstanding balance of Loans exceeds the amount permitted hereby, the Borrower shall immediately prepay the Loans in an amount equal to the amount of such excess.

5. **Modification to Section 3.4(c).** Section 3.4(c) of the Credit Agreement is hereby deleted in its entirety and is hereby replaced with the following:

(c) Sale of Collateral. In the event that the Borrower shall sell or liquidate, or cause to be sold or liquidated, any Collateral, the Borrower shall pay 100% of the proceeds from any such sale or liquidation as a mandatory prepayment of the Loans.

6. **Modification to Section 3.6.** Section 3.6 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

3.6 Use of Proceeds. The Revolving Credit Loans shall be used solely for purposes of: (1) the refinancing of the existing senior indebtedness of the Borrower to U.S. Bank National Association; (2) the Borrower's acquisition of investment property in the ordinary course of its business; and (3) paying costs and expenses incurred in connection with the closing of the transactions contemplated by this Agreement.

7. **Modification to Exhibit A.** Exhibit A as attached to the Credit Agreement is deleted and is hereby replaced with Exhibit A, attached to this Amendment.

8. **New Note.** Contemporaneously with the execution and delivery of this Amendment, the Borrower, as maker, shall execute and deliver a new revolving credit note, in the stated principal amount of \$5,000,000, in favor of U.S. Bank National Association, as payee (the "New Note"), which New Note shall amend, restate and replace the Note dated as of June 20, 2009, from the Borrower, as maker, to U.S. Bank National Association, as payee, in the stated principal amount of \$11,700,000 (the "Old Note"), and which New Note, as the same may be amended, renewed, restated, replaced or consolidated from time to time, shall be a "Revolving Credit Note" referred to in the Credit Agreement.

9. **Reaffirmation of Credit Documents.** The Borrower reaffirms its obligations under the Credit Agreement, as amended hereby, and the other Credit Documents to which it is a party or by which it is bound, and represents, warrants and covenants to the Bank, as a material inducement to the Bank to enter into this Amendment, that (a) the Borrower has no and in any event waives any, defense, claim or right of setoff with respect to its obligations under, or in any other way relating to, the Credit Agreement, as amended hereby, or any of the other Credit Documents to which it is a party, or the Bank's actions or inactions in respect of any of the foregoing, and (b) all representations and warranties made by or on behalf of the Borrower in the Credit Agreement and the other Credit Documents are true and complete on the date hereof as if made on the date hereof.

10. **Conditions Precedent to Amendment.** Except to the extent waived in a writing signed by the Bank and delivered to the Borrower, the Bank shall have no duties under this Amendment until the Bank shall have received fully executed originals of each of the following, each in form and substance satisfactory to the Bank:

(a) **Amendment.** This Amendment;

(b) **New Note.** The New Note;

(c) **Form U-1.** A Form U-1 for the Borrower whereby, among other things, (i) the maximum principal amount of Revolving Credit Loans that may be outstanding from time to time under the Credit Agreement is noted as being \$5,000,000, and (ii) the Borrower concurs (and the Borrower does hereby concur) with the assessment of the market value of the margin stock or other investment property described in the attachment to such Form U-1 as of the date provided in such attachment;

(d) **Secretary's Certificate.** A certificate from the Secretary or Assistant Secretary of the Borrower certifying to the Bank that, among other things, (i) attached thereto as an exhibit is a true and correct copy of the resolutions of the board of directors of the Borrower authorizing the Borrower to enter into the transactions described in this Amendment and the execution, delivery and performance by the Borrower of such Credit Documents, (ii) the articles of incorporation and by-laws of the Borrower as delivered to the Agent pursuant to the Secretary's Certificate dated April 25, 2007 from the Borrower's secretary remain in full force and effect and have not been amended or otherwise modified or revoked, and (iii) attached thereto as exhibits are certificates of good standing, each of recent date, from the Secretary of State of Maryland and the Secretary of State of Kansas, certifying the good standing and authority of the Borrower in such states as of such dates; and

(e) **Other Documents.** Such other documents as the Bank may reasonably request to further implement the provisions of this Amendment or the transactions contemplated hereby.

11. **No Other Amendments; No Waiver of Default.** Except as amended hereby, the Credit Agreement and the other Credit Documents shall remain in full force and effect and be binding on the parties in accordance with their respective terms. By entering into this Amendment, the Bank is not waiving any Default or Event of Default which may exist on the date hereof.

12. **Expenses.** The Borrower agrees to pay and reimburse the Bank for all out-of-pocket costs and expenses incurred in connection with the negotiation, preparation, execution, delivery, operation, enforcement and administration of this Amendment, including the reasonable fees and expenses of counsel to the Bank.

13. **Affirmation of Security Interest.** The Borrower hereby confirms and agrees that any and all liens, security interests and other security or Collateral now or hereafter held by the Bank as security for payment and performance of the Notes and the Obligations are renewed hereby and carried forth to secure payment and performance of the Notes and the Obligations. The Credit Documents are and remain legal, valid and binding obligations of the parties thereto, enforceable in accordance with their respective terms.

14. **Counterparts; Fax Signatures.** This Amendment and any documents contemplated hereby may be executed in one or more counterparts and by different parties thereto, all of which counterparts, when taken together, shall constitute but one agreement. This Amendment and any documents contemplated hereby may be executed and delivered by facsimile or other electronic transmission and any such execution or delivery shall be fully effective as if executed and delivered in person.

15. **Governing Law.** This Amendment shall be governed by the same law that governs the Credit Agreement.

*[Remainder of Page Intentionally Left Blank]*

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K.S.A. §16-118 Required Notice. This statement is provided pursuant to K.S.A. §16-118: “THIS AMENDMENT TO CREDIT AGREEMENT IS A FINAL EXPRESSION OF THE AMENDMENT TO CREDIT AGREEMENT BETWEEN THE BANK (AS CREDITOR) AND THE BORROWER (AS DEBTOR) AND SUCH WRITTEN AMENDMENT TO CREDIT AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR ORAL AMENDMENT TO CREDIT AGREEMENT OR OF A CONTEMPORANEOUS ORAL AMENDMENT TO CREDIT AGREEMENT BETWEEN THE BANK AND THE BORROWER.” THE FOLLOWING SPACE CONTAINS ANY NON-STANDARD TERMS, INCLUDING THE REDUCTION TO WRITING OF ANY PREVIOUS ORAL AMENDMENT TO CREDIT AGREEMENT:

NONE.

The creditor and debtor, by their respective initials or signatures below, confirm that no unwritten amendment to credit agreement exists between the parties:

Creditor: SMU

Debtor: TM

[signature page to follow]

*Seventh Amendment to Credit Agreement – Initial Page*

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IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date first above written.

TORTOISE CAPITAL RESOURCES CORPORATION,  
the Borrower

By: /s/ Terry Matlack  
Name: Terry C. Matlack  
Title: Chief Financial Officer

U.S. BANK NATIONAL ASSOCIATION,  
as Agent and as the Bank

By: /s/ Shelly Ungles  
Name: Shelly Ungles  
Title: Vice President

*Seventh Amendment to Credit Agreement – Signature Page*

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**EXHIBIT A**

(Banks and Commitments)

<i>Bank</i>	<i>Revolving Credit Commitment Amount</i>	<i>LoanSwingline Loan Amount*</i>	<i>CommitmentBank's Total Commitment Amount</i>	<i>Bank's Pro-Rata Percentage**</i>
U.S. Bank National Association	\$5,000,000	\$0	\$5,000,000	1.000000000000
<b>TOTALS:</b>	<b>\$5,000,000</b>	<b>\$0</b>	<b>\$5,000,000</b>	<b>1.000000000000</b>

\* As more particularly described in the Agreement, the Swingline Loan Commitment is a subcommitment under the Revolving Credit Loan Commitments. Accordingly, extensions of credit under the Swingline Loan Commitment act to reduce, on a dollar-for-dollar basis, the amount of credit otherwise available under the Revolving Credit Loan Commitments.

*Seventh Amendment to Credit Agreement - Exhibit A*

## **Tortoise Capital Resources Corp. Announces Six-Month Extension to Credit Facility**

**LEAWOOD, Kan.**— Aug. 20, 2009 – Tortoise Capital Resources Corp. (NYSE: TTO) today announced that the company entered into a 6-month extension of its amended credit facility through Feb. 20, 2010. The company presently has a balance of \$5.0 million on its bank line.

"While the extended credit facility does not require the additional liquidation of portfolio investments, it has been revised to require the company to apply the proceeds from the sale of investments, if any, to the outstanding loan balance" said Terry Matlack, CFO of the company. "We do not expect leverage reductions to materially impact our distribution paying capacity."

Each prepayment of principal of the loans under the amended credit facility will permanently reduce the maximum amount of the loans under the amended credit agreement. During the extended term, outstanding loan balances generally will accrue interest at a variable rate equal to the greater of (i) one-month LIBOR plus 3.00 percent, or (ii) 5.50 percent.

### **About Tortoise Capital Resources Corp.**

Tortoise Capital Resources invests primarily in privately-held and micro-cap public companies operating in the midstream and downstream segments, and to a lesser extent the upstream segment, of the U.S. energy infrastructure sector.

### **About Tortoise Capital Advisors**

Tortoise Capital Advisors, LLC is a pioneer in capital markets for master limited partnership (MLP) investment companies and a leader in closed-end funds and separately managed accounts focused on MLPs in the energy sector. As of July 31, 2009, the adviser had approximately \$2.4 billion of assets under management. For more information, visit [www.tortoiseadvisors.com](http://www.tortoiseadvisors.com).

### **Safe Harbor Statement**

This press release shall not constitute an offer to sell or a solicitation to buy, nor shall there be any sale of these securities in any state or jurisdiction in which such offer or solicitation or sale would be unlawful prior to registration or qualification under the laws of such state or jurisdiction.

### **Forward-Looking Statement**

This press release contains certain statements that may include "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. All statements, other than statements of historical fact, included herein are "forward-looking statements." Although the company and Tortoise Capital Advisors believe that the expectations reflected in these forward-looking statements are reasonable, they do involve assumptions, risks and uncertainties, and these expectations may prove to be incorrect. Actual results could differ materially from those anticipated in these forward-looking statements as a result of a variety of factors, including those discussed in the company's reports that are filed with the Securities and Exchange Commission. You should not place undue reliance on these forward-looking statements, which speak only as of the date of this press release. Other than as required by law, the company and Tortoise Capital Advisors do not assume a duty to update this forward-looking statement. Any distribution paid in the future to our stockholders will depend on the actual performance of the company's investments, its costs of leverage and other operating expenses and will be subject to the approval of the company's Board and compliance with asset coverage requirements of the Investment Company Act of 1940 and the leverage covenants.

### **Contact information:**

Tortoise Capital Advisors, LLC  
Pam Kearney, Investor Relations, (866) 362-9331, [pkearney@tortoiseadvisors.com](mailto:pkearney@tortoiseadvisors.com)