

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): November 11, 2008

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 November 11, 2008, Tortoise Capital Resources Corporation (the “Company”) entered into an Expense Reimbursement Agreement (the “Agreement”) with Tortoise Capital Advisors, LLC (the “Advisor”), its investment advisor under an Investment Advisory Agreement (the “Advisory Agreement”). Under the Agreement, the Advisor will reimburse the Company quarterly for certain expenses incurred by the Company beginning January 1, 2009 and ending December 31, 2009. The reimbursement will be in an amount equal to an annual rate of 0.25% of the Company’s average monthly Managed Assets (as defined in the Advisory Agreement) for such quarter. The expense reimbursement will be effected by offsetting the amount of the reimbursement against the investment advisory fee payable for such quarter under the Advisory Agreement. A copy of the Agreement is attached as Exhibit 10.1 to this Form 8-K.

The administrative services provided by the Advisor to the Company pursuant to an Administration Agreement were not impacted by the Agreement.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

10.1 Expense Reimbursement Agreement dated as of November 11, 2008 by and between Tortoise Capital Resources Corporation and Tortoise Capital Advisors, LLC

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: November 12, 2008

By: /s/ Terry Matlack

Terry C. Matlack

Chief Financial Officer

Exhibit Index

Exhibit No.	Description
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10.1	Expense Reimbursement Agreement dated as of November 11, 2008 by and between Tortoise Capital Resources Corporation and Tortoise Capital Advisors, LLC
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EXPENSE REIMBURSEMENT AGREEMENT

THIS EXPENSE REIMBURSEMENT AGREEMENT (the "Agreement"), dated as of November 11, 2008, is entered into by and between Tortoise Capital Resources Corporation (the "Company"), a Maryland corporation, and Tortoise Capital Advisors, LLC, a Delaware limited liability company (the "Adviser").

WHEREAS, the Company is registered under the Investment Company Act of 1940, as amended (the "1940 Act"), as a closed-end management company.

WHEREAS, the Company and the Adviser have entered into an Investment Advisory Agreement ("Advisory Agreement"), pursuant to which the Adviser provides investment management and advisory services to the Company for compensation based on the value of the average managed assets of the Company. The defined terms used in this Agreement without definition are used herein as defined in the Advisory Agreement; and

WHEREAS, the Company and the Adviser have determined that it is appropriate and in the best interests of the Company for the Adviser to reimburse the Company for certain amounts of expenses for a limited period of time.

NOW THEREFORE, the parties hereto agree as follows:

1. EXPENSE REIMBURSEMENT.

The Adviser shall reimburse the Company for certain expenses incurred by the Company beginning January 1, 2009 and ending December 31, 2009. For such time period, the Adviser shall reimburse the Company quarterly for expenses incurred by the Company in an amount equal to an annual rate of 0.25% of the Company's average monthly Managed Assets for such quarter.

To effect the expense reimbursement contemplated by this Agreement, the Company shall offset the desired amount of any such reimbursement against the investment advisory fee payable for such quarter pursuant to the Advisory Agreement.

2. MISCELLANEOUS.

2.1 Captions. The captions in this Agreement are included for convenience of reference only and in no other way define or delineate any of the provisions hereof or otherwise affect their construction or effect.

2.2 Interpretation. Nothing herein contained shall be deemed to require the Company to take any action contrary to the Company's governing documents, or any applicable statutory or regulatory requirement to which it is subject or by which it is bound, or to relieve or deprive the Company's Board of Directors of its responsibility for and control of the conduct of the affairs of the Company.

2.3 Amendments. This Agreement may be amended only by a written agreement signed by each of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the day and year first above written.

TORTOISE CAPITAL RESOURCES
CORPORATION

By: /s/ Edward Russell
Name: Edward Russell
Title: President

TORTOISE CAPITAL ADVISORS, LLC

By: /s/ Terry Matlack
Name: Terry Matlack
Title: Managing Director