
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 9, 2010

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 9, Tortoise Capital Resources Corporation (the “Company”) entered into an Amended Expense Reimbursement Agreement with Tortoise Capital Advisors, L.L.C. (the “Adviser”), whereby for the period from June 1, 2010 through December 31, 2010, the Adviser is increasing its reimbursement to the Company quarterly for expenses incurred by the Company to an amount equal to an annual rate of 0.50% of the Company’s average monthly Managed Assets for such quarter. The description of the Amended Expense Reimbursement Agreement does not purport to be complete and is qualified in its entirety by reference to the Amended Expense Reimbursement Agreement that is filed hereto as Exhibit 10.1 and incorporated herein by reference.

The Adviser also acts as the administrator for the Company and receives fees for such services pursuant to an Administration Agreement between the Adviser and the Company.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

10.1 Amended Expense Reimbursement Agreement, dated August 9, 2010, between Tortoise Capital Resources Corporation and Tortoise Capital Advisors, L.L.C.

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**

Date: August 13, 2010

By: /s/ Terry Matlack

Name: Terry Matlack

Title: Chief Financial Officer

Exhibit Index

Exhibit No.	Description
10.1	Amended Expense Reimbursement Agreement, dated August 9, 2010, between Tortoise Capital Resources Corporation and Tortoise Capital Advisors, L.L.C.

AMENDED EXPENSE REIMBURSEMENT AGREEMENT

THIS AMENDED EXPENSE REIMBURSEMENT AGREEMENT (the "Agreement"), dated as of August 9, 2010, 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 entered into an Expense Reimbursement Agreement dated as of February 8, 2010 (the "Agreement"); and

WHEREAS, the Company and the Adviser desire to increase the amount of expense reimbursement to the Company as set forth herein; 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, 2010 and ending December 31, 2010. For the period from January 1, 2010 through May 31, 2010, 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. For the period from June 1, 2010 through December 31, 2010, the Adviser shall reimburse the Company quarterly for expenses incurred by the Company in an amount equal to an annual rate of 0.50% 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 P. Russell

Name: Edward P. Russell

Title: President

TORTOISE CAPITAL ADVISORS, L.L.C.

By: /s/ Terry Matlack

Name: Terry Matlack

Title: Managing Director
