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): December 1, 2011

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

Maryland	**1-33292**	**20-3431375**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

11550 Ash Street, Suite 300, Leawood, KS	**66211**
(Address of Principal Executive Offices)	(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))

Item 1.01 Entry into a Material Definitive Agreement.

On December 1, 2011, Tortoise Capital Resources Corporation (the "Company") entered into a Management Agreement (the "Management Agreement") with Corridor InfraTrust Management, LLC ("Corridor") under which Corridor will provide full management services to the Company, except that Corridor will not provide any advice to the Company relating to the securities portfolio of the Company. Pursuant to the terms of the Management Agreement, the Company pays Corridor a fee consisting of two components – a quarterly management fee and a quarterly incentive fee (collectively, the "Fees"). The quarterly management fee is paid quarterly in arrears, and is equal to 0.25% (1.00% annualized) of the value of the Company's average monthly Managed Assets (all of the securities of the Company and all of the real property assets of the Company, including any securities or real property assets purchased with or attributable to any borrowed funds, minus accrued liabilities other than (1) deferred taxes and (2) debt entered into for the purpose of leverage) for such quarter. The incentive fee is calculated and payable quarterly in arrears and will equal 10% of the increase in total dividends paid, if any, over a threshold dividend equal to $0.125 per share per quarter. In addition to the Fees, the Company will reimburse the Manager for certain expenses related to the Manager's provision of an internal audit function to the Company. The Management Agreement became effective December 1, 2011 and continues in effect until December 31, 2012. The Management Agreement is renewable annually thereafter by the Company. The Management Agreement may be terminated by the Company at any time on no more than 60 days' written notice, or by the Manager at any time on no less than 60 day's written notice, without the payment of any penalty.

On December 1, 2011, the Company entered into an Advisory Agreement (the "Advisory Agreement") with Corridor and Tortoise Capital Advisors, L.L.C. ("Tortoise") under which Tortoise will provide securities focused investment management services and certain day-to-day operational services for the benefit of the Company. Pursuant to the terms of the Advisory Agreement, Corridor will pay to Tortoise a management fee equal to $100,000 per year, paid in quarterly installments, as well as an incremental amount at an annual rate of (i) $50,000 per year if the Company's Invested Capital doubles, (ii) $75,000 per year if the Company's Invested Capital triples and (iii) $100,000 per year if the Company's Invested Capital quadruples, as of the end of any fiscal quarter as compared to the Company's Invested Capital immediately prior to the effective date of the Advisory Agreement. "Invested Capital" means the aggregate historical cost of the assets of the Company invested, directly or indirectly, in equity interests in or loans secured by real estate and personal property owned in connection with such real estate (including acquisition related costs and acquisition costs that may be allocated to intangibles or are unallocated), all before reserves for depreciation, amortization, impairment charges or bad debts or other similar noncash reserves. Tortoise has agreed to waive the management fee (including any incremental amount that may be payable as set forth above) for the first 12 months following the effective date. Tortoise has consented to the royalty free use by the Company of the name "Tortoise" as part of the Company's name and the related "Tortoise" logo so long as Tortoise or one of its approved affiliates is employed as an investment advisor of the Company. The Advisory Agreement became effective December 1, 2011, continues in effect until December 31, 2012, and shall be continued from year to year thereafter to the extent Corridor continues to serve as the Manager to the Company. The Advisory Agreement may be terminated by the Company, Corridor or Tortoise in the event Tortoise is no longer providing all of the services required under the Advisory Agreement, provided that as long as the Management Agreement remains in place, Tortoise is entitled to receive the management fee described above. The Advisory Agreement automatically terminates in the event of its assignment.

The descriptions of the Management Agreement and the Advisory Agreement do not purport to be complete and are qualified in their entirety by reference to the Management Agreement and the Advisory Agreement that are filed hereto as Exhibits 10.1 and 10.2, respectively, and incorporated herein by reference.

Employees of Corridor and Tortoise serve as officers and directors of the Company, and the Chairman of the Board of the Company is an employee of Corridor. The Board will continue to include the three independent directors.

On December 1, 2011, the Company entered into a Second Amended Administration Agreement with Tortoise (the "Second Amended Agreement"). The Second Amended Agreement became effective as of December 1, 2011, and remains in force through December 31, 2012, and is renewable annually thereafter by the Company. References to "the Advisor" were changed to "the Manager" and certain references to requirements under the Investment Company Act of 1940 were removed . All of the other terms of the Second Amended Agreement are substantially identical to the Amended Administration Agreement dated December 1, 2010 between the Company and Tortoise.

The description of the Second Amended Agreement does not purport to be complete and is qualified in its entirety by reference to the Second Amended Agreement that is filed hereto as Exhibit 10.3 and incorporated herein by reference.

Tortoise also acts as an adviser for the Company and receives fees for such services from Corridor pursuant to an Advisory Agreement by and among Tortoise, Corridor and the Company. Tortoise also serves as investment adviser to certain registered investment company affiliates of the Company.

A copy of the press release announcing the execution of the Management Agreement and the Advisory Agreement is attached as Exhibit 99.1 to this Form 8-K.

Item 1.02 Termination of a Material Definitive Agreement.

Upon the effectiveness of the Management Agreement and the Advisory Agreement described above on December 1, 2011, the Investment Advisory Agreement between the Company and Tortoise dated September 15, 2009 (the "Terminated Agreement") was terminated. Pursuant

to the terms of the Terminated Agreement, the Company paid Tortoise a fee consisting of two components — a base management fee and an incentive fee. The base management fee was paid quarterly in arrears, and was equal to 0.375% (1.5% annualized) of the Company's average monthly Managed Assets (total assets, including any assets purchased with or attributable to any borrowed funds, minus accrued liabilities other than (i) deferred taxes, and (ii) debt entered into for the purpose of leverage) for such quarter.

The incentive fee consisted of two parts. The first part, the investment income fee, was calculated and payable quarterly in arrears and equaled 15% of the excess, if any, of the Company's net investment income for the fiscal quarter over a quarterly hurdle rate equal to 2% (8% annualized) of the Company's average monthly net assets for the quarter.

The second part of the incentive fee, the capital gains fee, was determined and payable in arrears as of the end of each fiscal year (or, upon termination of the Terminated Agreement, as of the termination date), and equaled (i) 15% of (a) the Company's net realized capital gains on a cumulative basis from the commencement of the Company's operations on December 8, 2005 to the end of each fiscal year, less (b) any unrealized capital depreciation at the end of such fiscal year, less (ii) the aggregate amount of all capital gains fees paid to Tortoise in prior fiscal years. The calculation of the capital gains fee did not include any capital gains that resulted from that portion of any scheduled periodic distributions made possible by the normally recurring cash flow from the operations of portfolio companies ("Expected Distributions") that were characterized by the Company as return of capital for U.S. generally accepted accounting principles purposes. In that regard, any such return of capital was not treated as a decrease in the cost basis of an investment for purposes of calculating the capital gains fee. This did not apply to any portion of any distribution from a portfolio company that was not an Expected Distribution.

In addition, upon termination of the Terminated Agreement, the Expense Reimbursement Agreement between the Company and Tortoise terminated. Pursuant to the terms of this agreement, Tortoise reimbursed 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. The reimbursement was effected by the Company offsetting the desired amount of any such reimbursement against the investment advisory fee payable to Tortoise for such quarter pursuant to the Terminated Agreement.

A copy of the press release announcing the execution of the Management Agreement and the Advisory Agreement is attached as Exhibit 99.1 to this Form 8-K.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Effective December 1, 2011, the Board of Directors of the Company increased the number of directors on the Board pursuant to the provisions of the Company's Bylaws, H. Kevin Birzer resigned as a director of the Company, and the Board appointed David J. Schulte and Richard C. Green to fill the vacancies.

Effective December 1, 2011, Zachary Hamel resigned as Senior Vice President of the Company, Kenneth Malvey resigned as Senior Vice President and Treasurer of the Company, and the Board of Directors of the Company appointed Richard C. Green as Chairman of the Board, Rebecca M. Sandring as Treasurer of the Company and David W. Haley as Senior Vice President of the Company. Information regarding these new officers is set forth below.

Richard C. ("Rick") Green, Jr., Born 1954
Mr. Green has spent more than 30 years in the energy industry serving as a CEO for more than 20 years. Mr. Green was a founding partner and has served as a Managing Director of Corridor InfraTrust Management since 2010. In 2008 Mr. Green founded The Calvin Group LLC, a consulting firm that leveraged the management and operational experience of the partners to consult energy companies. From 2002-2008 he served as Chairman, President & CEO of the $3 billion regulated utility, Aquila, Inc., which served more than 500,000 natural gas customers and more than 400,000 electricity customers in a multi-state region. Mr. Green was Chairman and CEO of UtiliCorp United (later named Aquila) from 1996-2001. He was President and CEO of the Company from 1985-1996 and Chairman in 1989. From 1982-1985 he was Executive Vice President of Missouri Public Service and from 1980-1082 was Vice President Finance. During his career he demonstrated leadership and perseverance in pioneering both the strategy and successful execution of a significant business expansion of UtiliCorp United to a Fortune 30 company. UtiliCorp United was a multi-national electric and gas utility business and national energy marketing and trading business with revenues of $36.3 billion. Mr. Green has also been credited with leading a successful turnaround, executing a complete package needed to reposition Aquila during the energy market crisis of 2002. Mr Green holds a Bachelor of Science in Business, Major in Finance and Accounting from Southern Methodist University, Dallas, TX.

David W. Haley, Born 1958
Mr. Haley has over 20 years of experience in the energy industry. Mr. Haley was a founding partner and has been a Director of Corridor InfraTrust Management LLC since its inception in 2010. In 2008-2010 he was Vice President of the Calvin Group. From 2002-2008 he was a Managing Director of EnFocus, a consulting firm focused on risk management and structuring transactions for clients in the energy and financial services industries. Mr. Haley was previously Vice President of Cross Commodity Trading for Aquila Merchant Services, from 1998-2002, where he directed a group engaged in market marking, risk management and proprietary trading of crude oil, natural gas, residual and heating oil, electricity, coal and financial transmission rights/transmission congestion credits. He was also responsible for managing the risks and optimizing a portfolio of asset investments including power plants, electric transmission, natural gas transportation and natural gas storage. Prior to 1998 Mr. Haley was a Finance Coordinator and Vice President of Cinery, a predecessor of Duke Energy, an instructor of Economics at Miami University in Oxford, Ohio, and Staff Economist for the Federal Trade Commission. Mr. Haley has a Bachelor of Arts in Economics and Political Science from Wright State University and a Masters of Science in Economics from the University of Illinois at Urbana-Champaign.

Rebecca M. Sandring, Born 1960
Ms. Sandring has over 20 years of experience in the energy industry. In 2010 Ms. Sandring became a founding partner and Principal of Corridor InfraTrust Management. Previously she was a Vice President with The Calvin Group from 2008-2010, where she created strategic business plans resulting in third party investments and provided financial leadership to energy companies. From 2004-2008 she was Director of Finance of Aquila, Incorporated, a $3 billion regulated utility serving a multi-state region. As Director of Finance she was responsible for leading the internal finance team, which worked with external advisors regarding the strategic alternatives for Aquila, Inc. In her role as Director of Finance for the unregulated power generation division, which had over 4,000 megawatts of generation capacity, she was responsible for building the accounting, strategic planning and forecasting team and reporting process for the Board of Directors. Ultimately, this body of work passed the review of a forensic audit. Prior to her Director role at Aquila, Ms. Sandring held a variety of finance roles at Utilicorp United (later renamed Aquila), from 1993-2004. From 1984-1993 she was a Systems Analyst/Supervisor General Ledger/Manager Budgeting for Missouri Public Service. Ms. Sandring received an Executive Masters in Business Administration from the University of Missouri-Kansas City, and a Bachelor of Science in Accounting from William Jewel College.

Mr. Schulte owns an equity interest in Tortoise Holdings, LLC, the sole member of Tortoise, and thus benefits from increases in the net income of Tortoise. Mr. Green **,** Mr. Schulte **,** Ms. Sandring and Mr. Haley each own an equity interest in Corridor, and each thus benefits from increases in the net income of Corridor.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

10.1 Management Agreement dated December 1, 2011 between Tortoise Capital Resources Corporation and Corridor InfraTrust Management, LLC

10.2 Advisory Agreement dated December 1, 2011 by and among Tortoise Capital Resources Corporation, Corridor InfraTrust Management, LLC and Tortoise Capital Advisors, L.L.C.

10.3 Second Amended Administration Agreement dated December 1, 2011 between Tortoise Capital Resources Corporation and Tortoise Capital Advisors, L.L.C.

99.1 Press Release dated December 1, 2011

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: December 1, 2011
By: /s/ David J. Schulte

David J. Schulte

Chief Executive Officer

Exhibit Index

Exhibit No.	Description
10.1	Management Agreement dated December 1, 2011 between Tortoise Capital Resources Corporation and Corridor InfraTrust Management, LLC
10.2	Advisory Agreement dated December 1, 2011 by and among Tortoise Capital Resources Corporation, Corridor InfraTrust Management, LLC and Tortoise Capital Advisors, L.L.C.
10.3	Second Amended Administration Agreement dated December 1, 2011 between Tortoise Capital Resources Corporation and Tortoise Capital Advisors, L.L.C.
99.1	Press Release dated December 1, 2011

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (this " Agreement ") is dated as of December 1, 2011, by and between Tortoise Capital Resources Corporation, a Maryland corporation (the " Company "), and Corridor InfraTrust Management, LLC, a Delaware limited liability company (the " Manager "). The effective time and date of this Agreement is 12:01 a.m. December 1, 2011.

WHEREAS , the Company is transitioning from making investments in securities to identifying and acquiring real assets in the U.S. energy infrastructure sector and, to facilitate that transition, the Company intends to hire the Manager to provide advice on, among other things, acquisitions of real assets and intends to retain Tortoise Capital Advisors, L.L.C. (" TCA ") to provide advice on, among other things, liquidation of the securities portfolio;

WHEREAS , the Company desires to elect to be taxed as a "real estate investment trust" (" REIT ") as defined under the Internal Revenue Code of 1986, as amended (the " Code "); and

WHEREAS , the Company desires to retain the Manager to provide management services to the Company on the terms and conditions hereinafter set forth, and the Manager wishes to be retained to provide such services.

NOW, THEREFORE , in consideration of the mutual agreements herein set forth, the parties hereto agree as follows:

1. **Appointment** . Subject to the terms and conditions hereinafter set forth, the Company hereby appoints the Manager to manage the assets of the Company and the Manager hereby accepts such appointment. The appointment of the Manager shall be exclusive to the Manager, except that the Manager and the Company agree that pursuant to an Advisory Agreement among the Manager, the Company and TCA, TCA will be retained by the Company to: (a) make all disposition decisions relating to the securities owned by the Company as of the date of this Agreement, and (b) assist with or provide such other day-to-day operational (i.e., non-investment) services or activities as may be agreed to between the Manager and TCA. Any fees owed to TCA shall be the exclusive responsibility of the Manager.

2. **General Duties of the Manager** . The Manager shall use its reasonable best efforts to present to the Company suitable acquisition opportunities consistent with the investment policies and objectives of the Company. Except as specifically provided in Section 1 (a) and subject to the supervision and review of the Company's Board of Directors (the " Directors "), the Manager shall be responsible for the day-to-day operations of the Company and will perform (or cause to be performed) such services and activities relating to the assets and operations of the Company as may be appropriate, including, without limitation:

(a) assist the Company in reviewing guidelines and other parameters for the acquisition of assets, financing activities and operations, any modification to which shall be approved by a majority of the independent Directors who are not officers, personnel or employees of the Manager or any person directly or indirectly controlling or controlled by the Manager, and who are otherwise "independent" under the rules of any national securities exchange on which the Company's common stock is listed (the " Independent Directors ") (such guidelines as initially approved and attached hereto as Exhibit A, as the same may be modified with such approval, the " Guidelines "), and other policies for approval by the Directors;

(b) investigate, analyze and select possible acquisition opportunities and acquire, finance, retain, sell, manage, restructure or dispose of assets and leases consistent with the Guidelines;

(c) coordinate and manage operations of any co-investment interests or joint ventures held by the Company and conduct all matters with the co-investment partners or joint venture;

(d) evaluate and recommend to the Directors any hedging strategies and engage in any approved hedging activities on behalf of the Company, consistent with such strategies (as modified from time to time), with the Company's qualification as a REIT, and with the Guidelines;

(e) counsel the Company regarding the maintenance of its qualification as a REIT and monitor compliance with the various REIT qualification tests and other rules set out in the Code and treasury regulations thereunder and use commercially reasonable efforts to cause the Company to qualify for taxation as a REIT;

(f) counsel the Company regarding the maintenance of its exemption from the status of an investment company required to register under the Investment Company Act of 1940, as amended (the " 1940 Act "), monitor compliance with the requirements for maintaining such exemption, and use commercially reasonable efforts to cause the Company to maintain such exemption from such status;

(g) investigate, evaluate, and negotiate the prosecution and negotiation of any claims of the Company in connection with its investments;

(h) provide clerical and administrative services and administer bookkeeping and accounting functions as are required for the management and operation of the Company, contract for audits and prepare or cause to be prepared such reports and filings as may be required by any governmental authority in connection with the ordinary conduct of the Company's business, and otherwise advise and assist the Company with its compliance with applicable legal and regulatory requirements, including without limitation, periodic reports, returns or statements required under the Securities Exchange Act of 1934, as amended, the securities laws and regulations referred to as (and resulting from) Sarbanes-Oxley, the Code, the securities and tax statutes of any jurisdiction in which the Company is obligated to file such reports, or the rules and regulations promulgated under any of the foregoing;

(i) advise and assist in the preparation and filing of all offering documents (public and private), and all registration statements, prospectuses or other documents filed with the Securities and Exchange Commission (the " SEC ") or any state (it being understood that the Company shall be responsible for the content of any and all of its offering documents and SEC filings (including without limitation those filings referred to in Section 2(i) hereof);

(j) retain counsel, consultants and other third party professionals on behalf of the Company, after obtaining the approval of a majority of the Independent Directors as to primary outside counsel for the Company;

(k) provide internal audit services as hereinafter provided;

(l) advise and assist with the Company's risk management and oversight function;

(m) to the extent not covered above, advise and assist the Company in the review and negotiation of the Company's contracts and agreements, coordination and supervision of all third party legal services, and oversight of processing of claims by or against the Company;

(n) advise and assist the Company with respect to the Company's public relations, preparation of marketing materials, internet website and investor relations services;

(o) provide office space, office equipment and the use of accounting or computing equipment when required;

(p) provide personnel necessary for the performance of the foregoing services; and

(q) such other duties and responsibilities as may be requested by the Directors.

In performing its services under this Agreement, the Manager may utilize facilities, personnel and support services of various of its affiliates. The Manager will not provide any advice to the Company relating to the securities portfolio of the Company. The Manager and the Company are expected to enter into an Advisory Agreement with TCA pursuant to which TCA will perform the services described above that are related exclusively to the securities portfolio of the Company. The Manager shall be responsible for paying such affiliates, including TCA, for their personnel and support services and facilities out of its own funds unless otherwise approved by a majority vote of the Independent Directors. Notwithstanding the foregoing, fees, costs and expenses of any third party that is not an affiliate of the Manager and is retained as permitted hereunder are to be paid by the Company. Without limiting the foregoing sentence, any such fees, cost or expenses referred to in the immediately preceding sentence that may be paid by the Manager shall be reimbursed to the Manager by the Company promptly following submission to the Company of a statement of any such fees, costs or expenses by the Manager.

The Manager is authorized to conduct or cause others to conduct relations with custodians, depositaries, underwriters, brokers, dealers, placement agents, banks, insurers, accountants, pricing agents, and other persons as may be deemed necessary or desirable to perform the duties noted above. To the extent requested by the Company, the Manager shall (i) oversee the performance and fees of the Company's service providers and make such reports and recommendations to the Directors concerning such matters as the parties deem desirable; (ii) respond to inquiries and otherwise assist such service providers in the preparation and filing of regulatory reports, proxy statements, shareholder communications and the preparation of Directors materials and reports; (iii) establish and oversee the implementation of borrowing facilities or other forms of leverage authorized by the Directors; and (iv) supervise any other aspect of the Company's administration as may be agreed upon by the Company and the Manager.

It is understood and agreed that the duties of, and services to be provided by, the Manager pursuant to this Agreement shall not include any investment management or related services with respect to any assets of the Company allocated from time to time to investments in "securities" (as defined in the Investment Advisers Act of 1940, as amended). Such services shall be performed by TCA, so long as it is registered as an investment adviser, or such other registered investment adviser that the Directors may retain from time to time.

In performing its services hereunder, the Manager shall adhere to, and shall require its officers and employees in the course of providing such services to adhere to, the Company's Code of Ethics and such other Company policies as may be in effect from time to time.

3. **Bank Accounts** . The Manager may, at the direction of the Directors, establish and maintain one or more bank accounts in the name of the Company and shall collect and deposit into such account or accounts and disburse therefrom any monies on behalf of the Company, provided that no funds in any such account shall be commingled with any funds of the Manager or any other person or entity. The Manager shall from time to time, or at any time requested by the Directors, render to the Directors and to the auditors of the Company an appropriate accounting of such collections and payments.

4. **Records** . The Manager shall maintain appropriate books of account and records relating to this Agreement, which books of account and records shall be available for inspection by representatives of the Company upon reasonable notice during ordinary business hours.

5. **Information Furnished to Manager** . The Company shall at all times keep the Manager fully informed with regard to the policies of the Company, the capitalization policy of the Company, and generally the Directors' then-current intentions as to the future of the Company. The Company shall furnish the Manager with such information with regard to its affairs as the Manager may from time to time reasonably request.

6. **REIT Qualification; Compliance with Law and Organizational Documents**. The Manager shall take affirmative steps that, in its judgment made in good faith, or in the judgment of the Directors as transmitted to the Manager in writing, would prevent or cure any (a) adverse impact on the qualification of the Company as a REIT as defined and limited in the Code or that would make the Company subject to the 1940 Act, (b) violation of any law or rule, regulation or statement of policy of any governmental body or agency having jurisdiction over the Company or over its securities, or (c) action not permitted by the Company's Bylaws, as in effect from time to time (the "Bylaws"), except if such action shall be approved by the Directors, in which event the Manager shall promptly notify the Directors of the Manager's judgment that such action would adversely affect such qualification, make the Company subject to the 1940 Act, or violate any such law, rule, regulation or policy, or the Bylaws and shall refrain from taking such action pending further clarification or instructions from the Directors.

7. **Self-Dealing**. Neither the Manager nor any affiliate of the Manager shall sell any property or assets to the Company or purchase any property or assets from the Company, directly or indirectly, except as approved by a majority of the Independent Directors. In addition, except as otherwise provided in Section 2, 10, 11 or 12 hereof, or except as approved by a majority of the Independent Directors, neither the Manager nor any affiliate of the Manager shall receive any commission or other remuneration, directly or indirectly, in connection with the activities of the Company or any joint venture or partnership to which the Company is a party. Except for compensation received by the Manager pursuant to Section 10 hereof, all commissions or other remuneration proposed to be received by the Manager or an affiliate of the Manager and not approved by the Independent Directors under Section 2, 11 or 12 hereof or this Section 7 shall be promptly reported to the Company for consideration by the Independent Directors.

8. **No Partnership or Joint Venture**. The Company and the Manager are not partners or joint venturers with each other and neither the terms of this Agreement nor the fact that the Company and the Manager have joint interests in any one or more investments, ownership or other interests in any one or more entities or may have common officers or employees or a tenancy relationship shall be construed so as to make them partners or joint venturers or impose any liability as such on either of them.

9. **E&O Insurance**. The Manager shall obtain and maintain E&O insurance providing coverage in a commercially reasonable amount in connection with the performance of its services hereunder.

10. **Compensation**.

(a) Commencing on the Effective Date of this Agreement, the Company shall pay to the Manager a quarterly management fee (the "Management Fee") equal to 0.25% (1.00% annualized) of the value of the Company's average monthly Managed Assets for such fiscal quarter. For purposes of this Agreement, "Managed Assets" means all of the securities of the Company and all of the real property assets of the Company (including any securities or real property assets purchased with or attributable to any borrowed funds) minus all of the accrued liabilities other than (1) deferred taxes and (2) debt entered into for the purpose of leverage. Accrued liabilities are expenses incurred in the normal course of the Company's operations. For purposes of the definition of Managed Assets, "securities" includes the Company's securities portfolio, valued at then current market value. For purposes of the definition of Managed Assets, "real property assets" includes the assets of the Company invested, directly or indirectly, in equity interests in or loans secured by real estate and personal property owned in connection with such real estate (including acquisition related costs and acquisition costs that may be allocated to intangibles or are unallocated), valued at the aggregate historical cost, before reserves for depreciation, amortization, impairment charges or bad debts or other similar noncash reserves. The Management Fee shall be calculated quarterly and payable within thirty (30) days following the end of each fiscal quarter of the Company. The Management Fee shall be prorated for any partial fiscal quarter of the Company during the term of this Agreement and shall be calculated based on the number of days during such quarter that this Agreement was in effect.

(b) In addition, commencing on the Effective Date of this Agreement, the Company shall pay to the Manager a quarterly incentive fee (the "Incentive Fee") for each fiscal quarter of the Company, equal to 10% of the increase in total dividends paid, if any, over a threshold dividend equal to $0.125 per share per quarter. (The Management Fee and Incentive Fee are hereinafter collectively referred to as the "Fees".) As the intention of this provision is to incent the Manager to increase the sustainable quarterly dividend paid by the Company, no incentive fee shall be paid on: (i) any dividend paid after the Board of Directors has determined to liquidate the Company, or (ii) all or any portion of any dividend expected by the Board of Directors not to be sustainable in subsequent quarters. The Incentive Fee shall be calculated and payable within thirty (30) days following the public availability of the Company's financial statements for each fiscal quarter. The Incentive Fee shall be prorated for any partial fiscal quarter by multiplying the hurdle rate by a fraction, the numerator of which is the number of days in the portion of such quarter during which this Agreement was in effect, and the denominator of which shall be 90.

(c) The Manager agrees to cause it, its employees, or its affiliates to invest an amount equal to 50% of any Incentive Fee in Company common stock under a policy to be adopted from time to time by the Manager.

11. **Internal Audit Services**. The Manager shall provide or cause to be provided to the Company an internal audit function meeting applicable requirements of the New York Stock Exchange and the SEC and otherwise in scope approved by the Company's Audit Committee. In addition to the Fees, the Company agrees to reimburse the Manager, within 30 days of the receipt of the invoice therefor, the Company's pro rata share (as reasonably agreed to by the Independent Directors from time to time) of the following:

(a) employment expenses of the Manager's internal audit manager and other employees of the Manager actively engaged in providing internal audit services, including but not limited to salary, wages, payroll taxes and the cost of employee benefit plans; and

(b) the reasonable travel and other out-of-pocket expenses of the Manager relating to the activities of the

Manager's internal audit manager and other of the Manager's employees actively engaged in providing internal audit services and the reasonable third party expenses the Manager incurs in connection with its provision of internal audit services.

12. **Additional Services.** If, and to the extent that, the Company shall request the Manager to render services on behalf of the Company other than those required to be rendered by the Manager in accordance with the terms of this Agreement, such additional services shall be compensated separately on terms to be agreed upon between the Manager and the Company from time to time.

13. **Expenses of the Manager** . The Manager shall bear the following expenses incurred in connection with the performance of its duties under this Agreement:

(a) except as provided in Section 11, employment expenses of the personnel employed by the Manager, including but not limited to, salaries, wages, payroll taxes and the cost of employee benefit plans;

(b) except as provided in Section 11, fees and travel and other expenses paid to managers, officers and employees of the Manager, except fees and travel and other expenses of such persons who are Directors of the Company incurred in their capacities as Directors of the Company;

(c) rent, telephone, utilities, office furniture, equipment and machinery (including computers) and other office expenses of the Manager, except to the extent such expenses relate solely to an office maintained by the Company separate from the office of the Manager; and

(d) miscellaneous administrative expenses relating to performance by the Manager of its obligations hereunder.

14. **Expenses of the Company** . Except as expressly otherwise provided in this Agreement, the Company shall pay all its expenses not payable by the Manager, and, without limiting the generality of the foregoing, it is specifically agreed that the following expenses of the Company shall be paid by the Company and shall not be paid by the Manager:

(a) the cost of borrowed money;

(b) taxes on income and taxes and assessments on real and personal property, if any, and all other taxes applicable to the Company;

(c) legal, auditing, accounting, underwriting, brokerage, listing, reporting, registration and other fees, and printing, engraving and other expenses and taxes incurred in connection with the issuance, distribution, transfer, trading, registration and exchange listing of the Company's securities, including transfer agent's, registrar's, registration and indenture trustee's fees and charges;

(d) expenses of organizing, restructuring, reorganizing or terminating the Company, or of revising, amending, converting or modifying the Company's organizational documents;

(e) fees and travel and other expenses paid to Independent Directors of the Company in their capacities as such (but not in their capacities as officers or employees of the Manager) and fees and travel and other expenses paid to advisors, contractors, mortgage servicers, consultants, and other agents and independent contractors employed by or on behalf of the Company;

(f) expenses directly connected with the investigation, acquisition, disposition or ownership of assets, other than expenses with respect thereto of employees of the Manager, to the extent that such expenses are to be borne by the Manager pursuant to Section 13 above;

(g) all insurance costs incurred by the Company (including officer and trustee liability insurance) or in connection with any officer and director indemnity agreement to which the Company is a party;

(h) expenses connected with payments of dividends or interest or contributions in cash or any other form made or caused to be made by the Directors to holders of securities of the Company;

(i) all expenses connected with communications to holders of securities of the Company and other bookkeeping and clerical work necessary to maintaining relations with holders of securities, including website expenses, the cost of preparing, printing, posting, distributing and mailing certificates for securities, proxy solicitation materials, and reports to holders of the Company's securities;

(j) advertising costs of the Company generally;

(k) legal, accounting and auditing fees and expenses, other than those described in subsection (c) above;

(l) filing and recording fees for regulatory or governmental filings, approvals and notices to the extent not otherwise covered by any of the foregoing items of this Section 14 ;

(m) expenses of issue, sale, repurchase and redemption (if any) of interests in the Company, including expenses of conducting tender offers for the purpose of repurchasing Company securities;

(n) expenses of reports to governmental officers and commissions;

(o) association membership dues,

(p) fees, expenses and disbursements of custodians and subcustodians for all services to the Company (including without limitation safekeeping of funds, securities and other investments, keeping of books, accounts and records, and determination of net asset values),

(q) compensation and expenses of Independent Directors of the Company who are not members of the Manager's organization,

(r) such non-recurring items as may arise, including expenses incurred in litigation, proceedings and claims and the obligation of the Company to indemnify its directors, officers and shareholders with respect thereto; and

(s) expenses relating to any office or office facilities maintained by the Company separate from the office of the Manager.

15. **Limits of Manager Responsibility; Indemnification; Company Remedies** . The Manager, its members, officers, employees and affiliates will not be liable to the Company, its shareholders, or others, except by reason of acts constituting bad faith, willful or wanton misconduct or gross negligence in the performance of its obligations hereunder. The Company shall reimburse, indemnify and hold harmless the Manager, its members, officers and employees and its affiliates for and from any and all expenses, losses, damages, liabilities, demands, charges and claims of any nature whatsoever (including without limitation all reasonable attorneys', accountants' and experts' fees and expenses) arising from or related to any acts or omissions of the Manager relating to the provision of services by it or performance of its obligations under this Agreement or performance of other matters pursuant to specific instruction by the Directors, except to the extent such provision or performance was in willful bad faith or grossly negligent. Without limiting the foregoing, the Company shall promptly advance expenses incurred by the indemnitees referred to in this section for matters referred to in this section, upon request for such advancement.

16. **Other Activities of Manager** . Nothing herein shall prevent the Manager from engaging in other activities or businesses or from acting as the Manager to any other person or entity (including other real estate investment trusts) even though such person or entity has investment policies and objectives similar to those of the Company. The Manager shall notify the Company in writing in the event that it does so act as a manager to another business. The Company acknowledges that the Manager seeks to manage real estate investment trusts and other entities and that the Manager shall be free from any obligation to present to the Company any particular investment opportunity that comes to the Manager. The Manager is not required to present the Company with opportunities to invest in properties that are primarily of a type that are the investment focus of another person or entity now or in the future managed by the Manager. In addition, nothing herein shall prevent any member or affiliate of the Manager from engaging in any other business or from rendering services of any kind to any other person or entity (including competitive business activities). The Company acknowledges and agrees that the Manager has certain interests that may be divergent from those of the Company. The parties agree that these relationships and interests shall not affect either party's rights and obligations under this Agreement. Without limiting the foregoing provisions, the Manager agrees, upon the request of any Director, to disclose certain real estate investment information concerning the Manager or certain of its affiliates; provided , however , that such disclosure shall be required only if it does not constitute a breach of any fiduciary duty or obligation of the Manager and the Company shall be required to keep such information confidential.

Members, officers, employees and agents of the Manager or of its affiliates may serve as Directors, officers, employees, agents, nominees or signatories of the Company. When executing documents or otherwise acting in such capacities for the Company, such persons shall use their respective titles in the Company. Such persons shall receive no compensation from the Company for their services to the Company in any such capacities.

17. **Term, Termination** . This Agreement shall continue in force and effect until December 31, 2012, and is renewable annually thereafter by the Company.

This Agreement may be terminated by the Company at any time, without the payment of any penalty by the Company, by vote of the Directors, on no more than sixty (60) days' written notice to the Manager. This Agreement may be terminated by the Manager at any time, without the payment of any penalty by the Manager, on no less than sixty (60) days' written notice to the Company. The notice provided for herein may be waived by the party entitled to receipt thereof. Upon termination pursuant to this Section 17, the Manager, at the Company's request, must deliver all copies of books and records maintained in accordance with this Agreement and applicable law.

Section 18 hereof shall govern the rights, liabilities and obligations of the parties upon termination of this Agreement; and, except as provided in Section 18 , such termination shall be without further liability of either party to the other, other than for breach or violation of this Agreement prior to termination.

18. **Action Upon Termination** . From and after the effective date of any termination of this Agreement pursuant to Section 17 hereof, the Manager shall be entitled to no compensation for services rendered hereunder for the pro-rata remainder of the then-current term of this Agreement, but shall be paid, on a pro rata basis, all compensation due for services performed prior to the effective date of such termination. Upon such termination, the Manager shall as promptly as practicable:

(a) pay over to the Company all monies collected and held for the account of the Company by it pursuant to this Agreement, after deducting therefrom any accrued Fees and reimbursements for its expenses to which it is then entitled;

(b) deliver to the Directors a full and complete accounting, including a statement showing all sums collected by it and a statement of all sums held by it for the period commencing with the date following the date of its last accounting to the Directors; and

(c) deliver to the Directors all property and documents of the Company then in its custody or possession.

19. **Agency**. The Manager shall act as agent of the Company in making, acquiring, financing and disposing of assets, disbursing and collecting the funds of the Company, paying the debts and fulfilling the obligations of the Company, supervising the performance of professionals engaged by or on behalf of the Company and handling, prosecuting and settling any claims of or against the Company, the Directors, holders of the Company's securities or representatives or property of the Company.

20. **Notices**. Any notice, report or other communication required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, upon confirmation of receipt when transmitted by facsimile transmission, on the next business day if transmitted by a nationally recognized overnight courier or on the third business day following mailing by first class mail, postage prepaid, in each case as follows (or at such other United States address or facsimile number for a party as shall be specified by like notice):

If to the Company:

Tortoise Capital Resources Corporation
11550 Ash Street, Suite 300
Leawood, Kansas 66211

If to the Manager:

Corridor InfraTrust Management, LLC
4200 W. 115th Street, Suite 210
Leawood, Kansas 66211

21. **Amendments**. This Agreement shall not be amended, changed, or modified in whole or in part except by an instrument in writing signed by each of the parties hereto, or by their respective successors or assigns, or otherwise as provided herein.

22. **Assignment.** Neither party may assign this Agreement or its rights hereunder or delegate its duties hereunder without the written consent of the other party, except in the case of an assignment by the Manager to a corporation, partnership, limited liability company, association, trust, or other successor entity which may take over the property and carry on the affairs of the Manager and which remains under the control of the same persons who control the Manager.

23. **No Third Party Beneficiary.** No person or entity other than the parties hereto and their successors and permitted assigns is intended to be a beneficiary of this Agreement.

24. **Governing Law**. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

25. **Consent to Jurisdiction and Forum.** The exclusive jurisdiction and venue in any action brought by any party hereto pursuant to this Agreement shall lie in any federal or state court located in Johnson County, Kansas. By execution and delivery of this Agreement, each party hereto irrevocably submits to the jurisdiction of such courts for itself and in respect of its property with respect to such action. The parties irrevocably agree that venue would be proper in such court, and hereby waive any objection that such court is an improper or inconvenient forum for the resolution of such action. The parties further agree and consent to the service of any process required by any such court by delivery of a copy thereof in accordance with Section 20 and that any such delivery shall constitute valid and lawful service of process against it, without necessity for service by any other means provided by statute or rule of court.

26. **Captions**. The captions included herein have been inserted for ease of reference only and shall not be construed to affect the meaning, construction or effect of this Agreement.

27. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersede and cancel any pre-existing agreements with respect to such subject matter.

28. **Severability.** If any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired, unless the provisions held invalid, illegal or unenforceable shall substantially impair the benefits of the remaining provisions hereof.

29. **Survival.** The provisions of Sections 2 (limited to the obligation of the Company to indemnify the Manager for matters provided thereunder), 15, 16 (limited to the obligations of the Company to keep information provided to the Company by the Manager confidential as provided in the last proviso in such Section), 17 (limited to the last paragraph of such Section), 18, 20, 23, 24, 25 and 29 of

this Agreement shall survive the termination hereof.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, under seal, as of the day and year first above written.

TORTOISE CAPITAL RESOURCES CORPORATION

By: /s/ Terry Matlack

Name: Terry Matlack

Title: Chief Financial Officer

CORRIDOR INFRATRUST MANAGEMENT, LLC

By: /s/ Richard C. Green, Jr.

Name: Richard C. Green, Jr.

Title: Managing Director

ADVISORY AGREEMENT

This Advisory Agreement (the " Agreement ") is dated as of December 1, 2011 and is entered into by and among Tortoise Capital Resources Corporation, a Maryland corporation (the " Company "), Corridor InfraTrust Management, LLC, a Delaware limited liability company (the " Manager "), and Tortoise Capital Advisors, L.L.C., a Delaware limited liability company (the " Advisor "). The effective time and date of this Agreement is 12:01 a.m. December 1, 2011 (the " Effective Date "). Concurrent with the execution and delivery of this Agreement, the Company and the Manager have entered into a separate agreement pursuant to which the Manager shall provide management and other services to the Company (the " Management Agreement "). The Investment Advisory Agreement dated September 15, 2009 between the Company and the Advisor shall terminate at 11:59 p.m. November 30, 2011.

1. **Appointment of the Advisor** . The Company appoints the Advisor to provide securities focused investment management services (the " Designated Advisory Services ") and certain day-to-day operational (i.e., non-investment) services (the " Designated Operational Services ") for the benefit of the Company.

2. **Designated Advisory Services** . The Designated Advisory Services shall include: (i) actively searching for and assisting the Manager in identifying potential securities and real asset investment opportunities for the Company, subject to the understanding that the Advisor will first show all securities investment opportunities identified by it to registered closed-end funds and/or any other funds or accounts managed by the Advisor; (ii) assisting the Manager, as reasonably requested, in the analysis of investment opportunities for the Company; and (iii) subject to the overall supervision and review of the Board of Directors of the Company (" Board "), regularly providing the Company with investment research, advice and supervision and furnishing continuously a securities portfolio liquidation program for the Company, consistent with the investment objective and policies of the Company. The Advisor will determine from time to time how and when to sell securities owned by the Company, and the Manager shall direct the Advisor as to the amount of the Company's assets that shall be held uninvested as cash or in other liquid assets, subject always to the provisions of the Company's Articles of Incorporation, Bylaws, and any registration statement of the Company under the Securities Act of 1933 (the " 1933 Act ") covering the Company's shares, as filed with the Securities and Exchange Commission (the " Commission "), as any of the same may be amended from time to time, and to the investment objectives of the Company, as each of the same shall be from time to time in effect, and subject, further, to such policies and instructions as the Board may from time to time establish. To carry out such determinations, the Advisor will exercise full discretion and act for the Company in the same manner and with the same force and effect as the Company itself might or could do with respect to all other things necessary or incidental to the furtherance or conduct of any securities transactions. Without limiting the generality of the foregoing, the Advisor shall, during the term and subject to the provisions of this Agreement: (i) advise as to the composition of the portfolio of the Company, the nature and timing of the changes therein and the manner of implementing such changes; (ii) perform due diligence on prospective investments and existing portfolio companies; and (iii) 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.

3. **Designated Operational Services** . Initially, the Manager and the Advisor expect that the Advisor shall provide certain operational services (the " Designated Operational Services ") for the benefit of the Company. The Manager and the Advisor expect a gradual transition in the delivery of the Designated Operational Services over time, so that at some future time the Manager will provide the Designated Operational Services. At the beginning of each fiscal quarter of the Company during which this Agreement remains in place, the Manager and the Advisor shall mutually agree on those operational services that the Advisor is to provide for such quarter.

4. **Possession of Assets** . The Advisor shall not at any time be the custodian of, and shall have no access to, either funds or securities of the Company, except to the extent necessary for it to complete its duties pursuant to the Second Amended Administration Agreement and this Agreement. The Advisor will not have the authority to place orders for the execution of transactions involving the assets of the Company, other than the securities held by the Company, through any brokers, dealers, or banks. The Advisor shall have no authority to commit the Company to any contract, liability, or other obligation.

5. **Fees and Expenses** .

   (a) Commencing on the Effective Date, the Manager shall pay to the Advisor, for the Designated Advisory Services, a management fee in an amount equal to at least $100,000 per year (the " Base Fee "), paid in quarterly installments of at least $25,000 each fiscal quarter of the Company. The Advisor agrees to waive the Base Fee for the first 12 months following the Effective Date. As part of the Base Fee, the Manager shall pay to the Advisor an incremental amount at an annual rate of (i) $50,000 per year if the Company's Invested Capital doubles, (ii) $75,000 per year if the Company's Invested Capital triples and (iii) $100,000 per year if the Company's Invested Capital quadruples, as of the end of any fiscal quarter (except for any fiscal quarter ending during the first 12 months following the Effective Date, as to which the waiver shall apply to this incremental amount) as compared to the Company's Invested Capital immediately prior to the Effective Date. The term "Invested Capital" means the aggregate historical cost of the assets of the Company invested, directly or indirectly, in equity interests in or loans secured by real estate and personal property owned in connection with such real estate (including acquisition related costs and acquisition costs that may be allocated to intangibles or are unallocated), all before reserves for depreciation, amortization, impairment charges or bad debts or other similar noncash reserves. The Base Fee for each fiscal quarter shall be paid within thirty days following the end of such fiscal quarter. In case of the termination of this Agreement during any fiscal quarter, the Base Fee for that quarter shall be reduced proportionately on the basis of the number of calendar days in that quarter during which this Agreement is in effect. In addition to payment of the Base Fee, the Advisor shall be reimbursed by the Manager on a quarterly basis for all out-of-pocket expenses reasonably incurred by the Advisor in providing the Designated Advisory Services. The Advisor shall submit to the Manager an itemized list within fifteen days after the end of each fiscal quarter reflecting the items as to which the Advisor anticipates reimbursement. Unless any request for reimbursement is disputed by the Manager in good faith, the Manager shall reimburse the Advisor for all such

itemized expenses within fifteen days after the receipt by the Manager of the list of such expenses. In the event of a dispute, the parties shall negotiate in good faith to resolve such dispute promptly.

(b) The Advisor shall pay to the Manager $77,938.21 for services provided by the Manager to the Advisor from July 1, 2011 to the Effective Date.

6. Representations and Warranties .

(a) Each of the Advisor and the Manager represents and warrants to the other and to the Company that:

(i) This Agreement constitutes a valid and binding obligation of such party enforceable against such party in accordance with its terms.

(ii) This Agreement does not conflict with or result in a violation of default under any material agreement to which such party is subject.

(b) The Advisor represents and warrants to the Manager and to the Company that:

(i) The Advisor has delivered to the Manager a copy of Part II of the Advisor's Form ADV, as amended, which is current as of the date of this Agreement.

(ii) The Advisor is a registered investment adviser under the Investment Advisers Act of 1940 (the " Advisers Act ").

(c) The Manager represents and warrants to the Advisor that:

(i) The Manager has delivered to the Company a copy of Part II of the Advisor's Form ADV, as amended, as provided to the Manager by the Advisor.

(ii) The Manager has delivered to the Advisor a copy of the Management Agreement.

7. Agreements with Clients . The Advisor acknowledges that the Manager has entered into the Management Agreement, a copy of which was received and reviewed by the Advisor. In performing its services hereunder, the Advisor agrees, subject to the limitations set forth herein, to be bound by, and comply with, all of the terms, conditions and provisions of the Management Agreement that are binding on the Manager and that could relate in any way to the Designated Advisory Services or the Designated Operational Services.

8. Indemnification .

(a) The Manager shall defend, indemnify and hold harmless the Advisor and the Advisor's members, managers, affiliates, employees, agents, successors and assigns (collectively, the " Advisor Indemnitees ") and the Company and the Company's stockholders, directors, officers, affiliates, employees, agents, successors and assigns (collectively, the " Company Indemnitees ") from and against any and all claims, suits, actions, losses, liabilities, damages, costs and expenses (including, but not limited to, costs of investigation and reasonable attorneys' fees) (collectively " claims ") incurred by any of the Advisor Indemnitees or the Company Indemnitees based upon, arising out of, attributable to or resulting from the Manager's failure to comply with any term, condition or provision of this Agreement.

(b) The Adviser shall defend, indemnify and hold harmless the Manager and the Manager's members, managers, affiliates, employees, agents, successors and assigns (collectively, the " Manager Indemnitees ") and the Company Indemnities from and against any and all claims incurred by any of the Manager Indemnitees or the Company Indemnitees based upon, arising out of, attributable to or resulting from (i) the Adviser's gross negligence, malfeasance or violation of applicable law in the performance of its services hereunder, or (ii) the Adviser's failure to comply with any term, condition or provision of this Agreement.

(c) In the event indemnification is not available for any claim under this Section 8, the Manager and the Adviser will contribute to such claim based on the relative fault and benefit of such parties. The Manager hereby indemnifies and agrees to hold harmless the Company from any obligation to pay the Advisor or reimburse the Advisor for any fees or expenses incurred by the Advisor in providing services to or for the benefit of the Company. The provisions of this Section 8 and the party's obligations hereunder shall survive the termination of the term of this Agreement.

9. Consent to the Use of Name . The Advisor hereby consents to the royalty free use by the Company of the name "Tortoise" as part of the Company's name and consents to the royalty free use of the related "Tortoise" logo; provided, however, that such consents shall be conditioned upon the employment of the Advisor or one of its approved affiliates as an investment advisor of the Company. The name "Tortoise" and the related "Tortoise" logo or any variation thereof may be used from time to time in other connections and for other purposes by the advisor and its affiliates and other investment companies that have obtained consent to the use of the name "Tortoise". The Advisor shall have the right to require the Company to cease using the name "Tortoise" as part of the Company's name and the related "Tortoise" logo if the Company ceases, for any reason, to employ the Advisor or one of its approved affiliates as an investment advisor. Future names adopted by the Company for itself, insofar as such names include identifying words requiring the consent of the Advisor, shall be the property of the Advisor and shall be subject to the same terms and conditions.

10. **Release** . Except as provided in Section 9, the Advisor acknowledges and agrees that all obligations owed to it hereunder are obligations of the Manager, and the Advisor hereby releases and forever discharges the Company from any and all liabilities, claims, charges, and expenses arising hereunder.

11. **Term of Agreement; Termination** . This Agreement shall continue in effect until December 31, 2012 and shall be continued from year to year thereafter, to the extent the Manager continues to serve as the Manager to the Company. This Agreement may be terminated by the Company, the Manager or the Advisor in the event the Advisor is no longer providing all of the Designated Advisory Services and all of the Designated Operational Services. Notwithstanding the foregoing, so long as the Management Agreement remains in place, the Advisor shall be entitled to receive the management fee described in Section 5(a). The obligations of the Advisor to provide the Designated Advisory Services to the Company may also be terminated at any time, without the payment of any penalty, by the Company on not more than 60 days' written notice to the Advisor. This Agreement shall automatically terminate (and no further fees shall be payable hereunder) in the event of its assignment. The term "assignment" for purposes of this paragraph having the meaning defined in Section 202(a)(1) of the Advisers Act.

12. **Miscellaneous** .

(a) Any notice required or permitted to be given under this Agreement must be in writing and shall be effective when delivered personally (or by facsimile transmission), to the parties at their respective address set forth below:

If to the Manager or the Company:

Corridor InfraTrust Management, LLC
4200 W. 115th Street, Suite 210
Leawood, Kansas 66211
Fax No.: (913) 387-2791
Attention: Richard C. Green

If to the Advisor:

Tortoise Capital Advisors, L.L.C.
11550 Ash Street, Suite 300
Leawood, Kansas 66211
Fax No.: (913) 981-1021
Attention: Terry Matlack

or to such other address as a party may designate by delivery of notice as set for the above.

(b) This Agreement may not be amended or changed except by an instrument in writing executed by each of the parties to this Agreement. It shall be construed in accordance with, and any dispute arising in connection herewith shall be governed by, the laws of the State of Delaware.

(c) This Agreement may be executed in any number of counterparts, each of which when taken together shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their representatives thereunto duly authorized.

TORTOISE CAPITAL RESOURCES CORPORATION

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

CORRIDOR INFRATRUST MANAGEMENT, LLC

By: /s/ Richard C. Green, Jr.
Name: Richard C. Green, Jr.
Title: Managing Director

TORTOISE CAPITAL ADVISORS, L.L.C.

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

SECOND AMENDED ADMINISTRATION AGREEMENT

THIS SECOND AMENDED ADMINISTRATION AGREEMENT (this ***"Agreement"***) is made as of December 1, 2011 by and between Tortoise Capital Resources Corporation, a Maryland corporation (hereinafter referred to as the ***"Corporation"***), and Tortoise Capital Advisors, L.L.C., a Delaware limited liability company (hereinafter referred to as the **"** Administrator **"**).

PREAMBLE

Corridor InfraTrust Management, LLC (the "Manager") has entered into a Management Agreement with the Corporation requiring the Manager to perform or cause to be performed certain duties and responsibilities, and the Manager has recommended to the Corporation that the Corporation enter into this Agreement to cause the Administrator to assume certain of those duties and responsibilities described herein.

The Corporation desires to retain the Administrator to provide administrative services to the Corporation in the manner and on the terms hereinafter set forth. The Administrator is also an adviser to the Corporation pursuant to an Advisory Agreement. The Administrator is willing to provide administrative services to the Corporation on the terms and conditions hereafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Corporation and the Administrator hereby agree as set forth below:

1. DUTIES OF THE ADMINISTRATOR .

(a) Employment of Administrator . The Corporation hereby employs the Administrator to act as administrator of the Corporation, and to furnish, or arrange for others to furnish, the administrative services, personnel and facilities described below, subject to review by and the overall control of the Board of Directors of the Corporation, for the period and on the terms and conditions set forth in this Agreement. The Administrator hereby accepts such employment and agrees during such period to render, or arrange for the rendering of, such services and to assume the obligations herein set forth. The Administrator and such others shall for all purposes herein be deemed to be independent contractors and shall, unless otherwise expressly provided or authorized herein or in a separate written agreement, have no authority to act for or represent the Corporation in any way or otherwise be deemed agents of the Corporation.

(b) Services . The Administrator shall perform (or oversee, or arrange for, the performance of) the administrative services necessary for the operation of the Corporation. Without limiting the generality of the foregoing, the Administrator shall provide the Corporation with equipment, clerical, bookkeeping and record keeping services at such facilities and such other services as the Administrator, subject to review by the Board of Directors of the Corporation, shall from time to time determine to be necessary or useful to perform its obligations under this Agreement. The Administrator shall also, on behalf of the Corporation, conduct relations with custodians, depositories, transfer agents, dividend disbursing agents, stockholder servicing agents, accountants, attorneys, underwriters, brokers and dealers, corporate fiduciaries, insurers, banks and such other persons in any such other capacity deemed to be necessary or desirable. The Administrator shall make reports to the Corporation's Board of Directors of its performance of obligations hereunder and furnish advice and recommendations with respect to such other aspects of the business and affairs of the Corporation as it shall determine to be desirable; provided that nothing herein shall be construed to require the Administrator to, and the Administrator shall not, in its capacity as Administrator, provide any advice or recommendation relating to the securities and other assets that the Corporation should purchase, retain or sell or any other investment advisory services to the Corporation. The Administrator shall be responsible for the financial and other records that the Corporation is required to maintain and shall prepare reports to stockholders, and reports and other materials filed with the Securities and Exchange Commission (the ***"SEC"***). In addition, the Administrator will assist the Corporation in determining and publishing the Corporation's net asset value, overseeing the preparation and filing of the Corporation's tax returns, and the printing and dissemination of reports to stockholders of the Corporation, and generally overseeing the payment of the Corporation's expenses and the performance of administrative and professional services rendered to the Corporation by others.

(c) The Administrator is hereby authorized to enter into one or more sub-administration agreements with other service providers (each a ***"Sub-Administrator"***) pursuant to which the Administrator may obtain the services of the service providers in fulfilling its responsibilities hereunder. Any such sub-administration agreements shall be in accordance with applicable federal and state law and shall contain a provision requiring the Sub-Administrator to comply with Sections 2 and 3 below as if it were the Administrator.

2. RECORDS .

The Administrator agrees to maintain and keep all books, accounts and other records of the Corporation that relate to activities performed by the administrator hereunder and, if required by the Investment Company Act of 1940 (the "Investment Company Act"), will maintain and keep such books, accounts and records in accordance with that Act. In compliance with the requirements of Rule 31a-3 under the Investment Company Act, the Administrator agrees that all records which it maintains for the Corporation shall at all times remain the property of the Corporation, shall be readily accessible during normal business hours, and shall be promptly surrendered upon the termination of the Agreement or otherwise on written request. The Administrator further agrees that all records which it maintains for the Corporation pursuant to Rule 31a-1 under the Investment Company Act will be preserved for the periods prescribed by Rule 31a-2 under the Investment Company Act unless any such records are earlier surrendered as provided above. Records shall be surrendered in usable machine-readable form. The Administrator shall have the right to retain copies of such records subject to observance of its confidentiality obligations under this Agreement.

3. POLICIES AND PROCEDURES.

The Administrator has adopted and implemented written policies and procedures reasonably designed to prevent violation of the Federal Securities laws by the Administrator. The Administrator shall provide the Corporation, at such times as the Corporation shall reasonably request, with a copy of such policies and procedures and a report of such policies and procedures; such report shall be of sufficient scope and in sufficient detail, as may reasonably be required to comply with applicable law and regulations and to provide reasonable assurance that any material inadequacies would be disclosed by such examination, and, if there are no such inadequacies, the report shall so state.

4. CONFIDENTIALITY .

The parties hereto agree that each shall treat confidentially all information provided by each party to the other regarding its business and operations. All confidential information provided by a party hereto, including nonpublic personal information pursuant to Regulation S-P of the Securities and Exchange Commission (" ***SEC*** "), shall be used by any other party hereto solely for the purpose of rendering services pursuant to this Agreement and, except as may be required in carrying out this Agreement, shall not be disclosed to any third party, without the prior consent of such providing party. The foregoing shall not be applicable to any information that is publicly available when provided or thereafter becomes publicly available other than through a breach of this Agreement, or that is required to be disclosed by any regulatory authority, any authority or legal counsel of the parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.

5. COMPENSATION .

In full consideration of the provision of the services of the Administrator, the Corporation shall pay to the Administrator compensation at the annual rate specified in Schedule A to this Agreement until this Agreement is terminated in accordance with item 8. Such compensation shall be calculated and accrued daily, and paid to the Administrator quarterly.

The Corporation will bear all costs and expenses that are incurred in its operation and transactions that are not specifically assumed by the Corporation's manager (the ***"Manager"***), pursuant to that certain Management Agreement, dated as of December 1, 2011 by and between the Corporation and the Manager. Costs and expenses to be borne by the Corporation include, but are not limited to, those relating to: organization and offering; calculating the Corporation's net asset value (including the cost and expenses of any independent valuation firm); expenses incurred by the Manager payable to third parties, including agents, consultants or other advisors (such as independent valuation firms, accountants and legal counsel), in monitoring financial and legal affairs for the Corporation and in monitoring the Corporation's investments and performing due diligence on its prospective portfolio companies; interest payable on debt, if any, incurred to finance the Corporation's investments; offerings of the Corporation's common stock and other securities; investment advisory and management fees; administration fees, if any, payable under this Agreement; fees payable to third parties, including agents, consultants or other advisors, relating to, or associated with, evaluating and making investments; transfer agent and custodial fees; federal and state registration fees; all costs of registration and listing the Corporation's shares on any securities exchange; federal, state and local taxes; independent directors' fees and expenses; costs of preparing and filing reports or other documents required by the SEC; costs of any reports, proxy statements or other notices to stockholders, including printing costs; the Corporation's fidelity bond, directors and officers/errors and omissions liability insurance, and any other insurance premiums; direct costs and expenses of administration, including printing, mailing, long distance telephone, copying, secretarial and other staff, independent auditors and outside legal costs; and all other expenses incurred by the Corporation or the Administrator in connection with administering the Corporation's business. Notwithstanding the foregoing, the Administrator will compensate any Sub-Administrator engaged pursuant to Section 1(c) of this Agreement for services obtained from such Sub-Administrator to fulfill the Administrator's responsibilities hereunder. The Administrator hereby indemnifies and agrees to hold harmless the Corporation from any obligation to pay or reimburse any such Sub-Administrator for any fees of such Sub-Administrator in providing services to or for the benefit of the Company.

6. LIMITATION OF LIABILITY OF THE ADMINISTRATOR: INDEMNIFICATION .

The Administrator, in its capacity as such (and its officers, managers, partners, agents, employees, controlling persons, members, and any other person or entity affiliated with the Administrator), shall not be liable to the Corporation for any action taken or omitted to be taken by the Administrator in connection with the performance of any of its duties or obligations under this Agreement or otherwise as administrator for the Corporation, and the Corporation shall indemnify, defend and protect the Administrator (and its officers, managers, partners, agents, employees, controlling persons, members, and any other person or entity affiliated with 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 Corporation or its security holders) arising out of or otherwise based upon the performance of any of the Administrator's duties or obligations under this Agreement or otherwise as administrator for the Corporation. Notwithstanding the preceding sentence of this Paragraph 6 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 Corporation or its security holders to which the Indemnified Parties would otherwise be subject by reason of willful misfeasance, bad faith or gross negligence in the performance of the Administrator's duties or by reason of the reckless disregard of the Administrator's duties and obligations under this Agreement (to the extent applicable).

7. ACTIVITIES OF THE ADMINISTRATOR .

The services of the Administrator to the Corporation are not to be deemed to be exclusive, and the Administrator and each affiliate is free to render services to others. It is understood that directors, officers, employees and stockholders of the Corporation are or may become interested in the Administrator and its affiliates, as directors, officers, members, managers, employees, partners, stockholders or otherwise, and that the Administrator and directors, officers, members, managers, employees, partners and stockholders of the Administrator or its affiliates are or may become similarly interested in the Corporation as stockholders or otherwise.

8. Duration and Termination of this Agreement .

This Agreement shall become effective as of December 1, 2011, and shall remain in force with respect to the Corporation through December 31, 2012, and is renewable annually by the Corporation. This Agreement may be terminated at any time, without the payment of any penalty, by vote of the Directors of the Corporation, or by the Administrator, upon 60 days' written notice to the other party. This Agreement may not be assigned by a party without the consent of the other party.

9. Amendments of this Agreement .

This Agreement may be amended pursuant to a written instrument by mutual consent of the parties.

10. Governing Law .

This Agreement shall be construed in accordance with laws of the State of Delaware and the applicable provisions of the Investment Company Act, if any. To the extent that the applicable laws of the State of Delaware, or any of the provisions herein, conflict with the applicable provisions of the Investment Company Act, if any, the latter shall control.

11. Entire Agreement .

This Agreement contains the entire agreement of the parties and supersedes all prior agreements, understandings and arrangements with respect to the subject matter hereof.

12. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

TORTOISE CAPITAL RESOURCES CORPORATION

By: /s/ David J. Schulte
David J. Schulte
Chief Executive Officer

TORTOISE CAPITAL ADVISORS, L.L.C.

By: /s/ Terry Matlack
Terry Matlack, Manager

SCHEDULE A
TO THE ADMINISTRATION AGREEMENT
DATED AS OF DECEMBER 1, 2010
BETWEEN
TORTOISE CAPITAL RESOURCES CORPORATION
AND
TORTOISE CAPITAL ADVISORS, L.L.C.

Fees: Pursuant to item 5, Corporation shall pay the Administrator the following fees, at the annual rate set forth below calculated based upon the aggregate average daily managed assets of the Corporation:

0.04% of aggregate average daily managed assets, with a minimum annual fee of $30,000.

[END OF SCHEDULE A]

Tortoise Capital Resources Corp. Announces New Management Agreement with Corridor InfraTrust Management, LLC

LEAWOOD, Kan. – Dec. 1, 2011 –Tortoise Capital Resources Corp. (NYSE: TTO) executed a Management Agreement today with Corridor InfraTrust Management, LLC (Corridor), formerly Corridor Energy, LLC. Pursuant to the agreement, Corridor has become the external manager of TTO, with the objective to help TTO acquire additional energy infrastructure assets that are real estate investment trust (REIT) qualifying and manage those operator relationships moving forward.

The terms of the new Management Agreement include a quarterly management fee equal to 0.25% (1.00% annualized) of the value of TTO's average monthly managed assets for such quarter. This fee is equal to the fee previously paid to Tortoise Capital Advisors, L.L.C. (TCA) after an expense reimbursement of 0.50%, which had been renewed annually since 2009.

The agreement also includes a quarterly incentive fee of 10% of the increase in distributions paid over a threshold distribution equal to $0.125 per share per quarter. This fee marks a reduction in the previous TCA incentive fee percentage of 15% on income and capital gains, and establishes a distribution-focused benchmark for the calculation of the fee. TTO paid a distribution of $0.11 per share for its fourth fiscal quarter. The Management Agreement also requires at least half of any incentive fees to be reinvested in TTO common stock.

"Our objective is to provide stockholders with an attractive risk-adjusted distribution and distribution growth," said TTO Chief Executive Officer, David Schulte. "Retaining Corridor as TTO's manager emphasizes our focus on acquiring additional real property assets rather than private equity securities to achieve that goal."

"On behalf of the entire Corridor team, we are excited and honored to be onboard and are fully committed to the success of TTO," said Corridor's Managing Director, Rick Green. "We intend to seek acquisitions of infrastructure assets with long lives, subject to contracts that generate stable cash flows, operated by experienced management teams."

The Corridor team includes Managing Director, Rick Green, TCA and Corridor Managing Director, David Schulte, Director, David Haley and Principal, Becky Sandring. This team provides investors and operator partners with the industry expertise of energy operations, energy portfolio management and capital markets.

The previous Investment Advisory Agreement with TCA, dated Sept.15, 2009, was terminated today and a new Advisory Agreement among TTO, Corridor and TCA has been executed. Under that agreement, TCA will provide all advisory services related to TTO's existing securities portfolio and certain operational services.

As a result of the changes reflected above, TTO will retain its current independent board of directors. Effective today, David Schulte and Rick Green have joined the board of directors, and as part of the transition plan, Kevin Birzer resigned from the board though remains involved with TTO as a member of the investment committee. "On behalf of TTO," said Chief Executive Officer, David Schulte, "I want to express our sincere thanks for Kevin's contribution and guidance as a board member since TTO's inception in 2005."

About Tortoise Capital Resources Corp.

Tortoise Capital Resources Corp. (NYSE: TTO) is an energy infrastructure asset financing company that seeks to provide capital to pipeline, storage and power transmission operators by acquiring or financing the development of real property assets, which will qualify for Real Estate Investment Trust ownership. TTO's portfolio includes companies and real assets with long-term, stable cash flows, limited commodity price sensitivity, and growth opportunities. TTO is externally managed by Corridor InfraTrust Management.

About Corridor InfraTrust Management

Corridor InfraTrust Management, LLC is an asset manager specializing in financing the acquisition or development of real property infrastructure assets. Corridor is Manager of Tortoise Capital Resources Corp (NYSE: TTO), and is working to transition TTO to become a REIT. Corridor is an affiliate of Tortoise Capital Advisors, L.L.C. For more information, visit Corridor's website at www.corridortrust.com .

About Tortoise Capital Advisors

Tortoise Capital Advisors, L.L.C. is an investment manager specializing in listed energy infrastructure investments. As of Oct. 31, 2011, the adviser had approximately $7.2 billion of assets under management in NYSE-listed closed-end investment companies, an open-end fund and other accounts. For more information, visit 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.

Tortoise Capital Advisors, L.L.C.

Pam Kearney, 866-362-9331

Investor Relations

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Corridor InfraTrust Management, LLC

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