

---

---

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

Date of Report (Date of Earliest Event Reported): **July 17, 2012**

**Main Street Capital Corporation**

(Exact name of registrant as specified in its charter)

<b>Maryland</b> (State or other jurisdiction of incorporation)	<b>001-33723</b> (Commission File Number)	<b>41-2230745</b> (I.R.S. Employer Identification No.)
<b>1300 Post Oak Boulevard, Suite 800, Houston, Texas</b> (Address of principal executive offices)		<b>77056</b> (Zip Code)

Registrant's telephone number, including area code: **(713) 350-6000**

**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.**

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

On July 17, 2012, Main Street Capital Corporation ("Main Street") entered into that certain Supplement and Joinder Agreement (the "Supplement") to the Amended and Restated Credit Agreement (the "Credit Agreement") among Main Street, as borrower, Main Street Capital Partners, LLC and Main Street Equity Interests, Inc., as guarantors, Branch Banking and Trust Company ("BB&T"), Regions Bank, The Frost National Bank, Capital One, N.A., Texas Capital Bank, Cadence Bank, N.A., Compass Bank, Amegy Bank N.A., and Raymond James Bank, N.A., collectively as lenders, and BB&T as administrative agent to increase the total commitments under the Credit Agreement from \$277.5 million to \$287.5 million.

BB&T and the other lenders under the Credit Agreement, and their respective affiliates, may from time to time receive customary fees and expenses in the performance of investment banking, financial advisory or other services for Main Street.

The above summary is not complete and is qualified in its entirety to the full text of the Credit Agreement as amended by the Supplement and related documents.

**Item 8.01**      **Other Events.**

On July 18, 2012, the Registrant issued a press release. A copy of such press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.



## SUPPLEMENT AND JOINDER AGREEMENT

THIS SUPPLEMENT AND JOINDER AGREEMENT (this "Agreement"), dated as of July 17, 2012, is being executed and delivered pursuant to that certain Amended and Restated Credit Agreement, dated as of September 20, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Main Street Capital Corporation, a Maryland corporation (the "Borrower"), the Guarantors party thereto, Branch Banking and Trust Company, as administrative agent (the "Administrative Agent"), BB&T Capital Markets, as Joint Lead Arranger, Regions Capital Markets, as Joint Lead Arranger, and the Lenders from time to time party thereto by Raymond James Bank, N.A. (the "Additional Lender"), the LENDERS (as defined in the Credit Agreement), the BORROWER, the GUARANTORS and the ADMINISTRATIVE AGENT. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

### RECITALS

Pursuant to Section 2.14 of the Credit Agreement, the Borrower has notified the Administrative Agent that the Borrower proposes to increase the aggregate Revolver Commitments under the Credit Agreement by \$10,000,000 from the current \$277,500,000 to \$287,500,000.

The Additional Lender has agreed to extend to the Borrower a new Revolver Commitment in the amount of \$10,000,000 and to become a Lender for all purposes of the Credit Agreement.

As required by Section 2.14(a) of the Credit Agreement, the Administrative Agent has given each of the Lenders notice of the Commitment Increase, the right of first refusal for participating in the Commitment Increase, and each Lender has declined to participate as an Increasing Lender.

The parties to this Agreement are entering into this Agreement for purposes of effecting the Commitment Increase under the Credit Agreement and the extension of the new Revolver Commitment of the Additional Lender, all as contemplated by Section 2.14 of the Credit Agreement.

NOW, THEREFORE, in consideration of the Recitals and the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Additional Lender, the Lenders, the Borrower, the Guarantors and the Administrative Agent, intending to be legally bound hereby, agree as follows:

SECTION 1. Recitals. The Recitals are incorporated herein by reference and shall be deemed to be a part of this Agreement.

SECTION 2. Additional Lender. By executing and delivering this Agreement, the Additional Lender hereby becomes a party to the Credit Agreement as a Lender thereunder with the same force and effect as if originally named therein as a Lender and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Lender thereunder. The Administrative Agent hereby approves the Additional Lender as an Eligible Assignee. The Additional Lender hereby extends to the Borrower, subject to and on the terms and conditions set forth in the Credit Agreement, a Revolver Commitment in the amount of \$10,000,000, from and after the Effective Date of this Agreement, and agrees to perform in accordance with the terms thereof all of the obligations which by the terms of the Credit Agreement and the other Loan Documents are required to be performed by it as a Lender thereunder. The Additional Lender represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Agreement and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) from and after the Effective Date of this Agreement, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and shall have and perform all of the obligations of a Lender thereunder, and (iii) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements of the Borrower delivered pursuant to Section 5.01 of the Credit Agreement, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Agreement and to extend the Revolver Commitment to the Borrower pursuant to the terms of the Credit Agreement, on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender. The Additional Lender agrees that it will, independently and without reliance on the Administrative Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions and analysis in taking or not taking action under the Credit Agreement or any other Loan Documents.

Each Lender and the Administrative Agent hereby waives (i) the requirement set forth in Section 2.14(d)(i)(E) of the Credit Agreement for a legal opinion in connection with the Commitment Increase contemplated by this Agreement and (ii) the requirement set forth in Section 2.14(a) of the Credit Agreement for a ten (10) day notice period in connection with the Commitment Increase. The Additional Lender's and each existing Lender's total Revolver Commitment and its percentage of the aggregate Revolver Commitments is the amount and percentage set forth opposite the name of such Lender on the signature pages hereof. Each existing Lender consents to the change in its percentage of the Revolver Commitments or any change in the percentage of Lenders which shall be required for the Lenders or any of the Lenders to take any action under Section 9.05 or any other provision of the Credit Agreement.

SECTION 3. Obligations of Lenders. Each party hereto acknowledges and agrees that the Revolver Commitments of the Additional Lender and the other Lenders under the Credit Agreement are several and not joint commitments and obligations of such Lenders.

SECTION 4. Conditions to Effectiveness. Each party hereto agrees that this Agreement and the effectiveness of the Commitment Increase as provided in this Agreement shall be subject to satisfaction by the Borrower of the following conditions and requirements:

2

---

(a) The Borrower shall have delivered to the Administrative Agent the following in form and substance satisfactory to the Administrative Agent:

(i) duly executed counterparts of this Agreement signed by the Additional Lender, the Borrower and the Guarantors;

(ii) a duly executed Revolver Note payable to the Additional Lender (the "Note");

(iii) a certificate of the Secretary or Assistant Secretary of the Borrower and each Guarantor, certifying to and attaching the resolutions adopted by the board of directors (or similar governing body) of such party approving or consenting to the Commitment Increase and the Note;

(iv) a certificate of the Chief Financial Officer or another Responsible Officer of the Borrower, certifying that (x) as of the Commitment Increase Date, all representations and warranties of the Borrower and the Guarantors contained in this Agreement and the other Loan Documents are true and correct (except to the extent any such representation or warranty is expressly stated to have been made as of a specific date, in which case such representation or warranty is true and correct as of such date), (y) immediately after giving effect to the Commitment Increase (including any Borrowings in connection therewith and the application of the proceeds thereof), the Borrower is in compliance with the covenants contained in Article V of the Credit Agreement, and (z) no Default or Event of Default has occurred and is continuing, both immediately before and after giving effect to such Commitment Increase (including any Borrowings in connection therewith and the application of the proceeds thereof);

(v) such other documents or items that the Administrative Agent, the Lenders or their counsel may reasonably request.

(b) The Borrower shall have paid (i) to the Additional Lender an upfront fee in an amount separately agreed between the Borrower, the Administrative Agent and the Additional Lender and (ii) to the Administrative Agent an arrangement fee in an amount previously agreed between the Borrower and the Administrative Agent.

(c) The Borrower shall have paid to the Administrative Agent, upon application with appropriate documentation, all reasonable costs and expenses of the Administrative Agent, including reasonable fees, charges and disbursements of counsel for the Administrative Agent, incurred in connection with this Agreement and the transactions contemplated herein.

SECTION 5. Representations and Warranties. The Borrower and the Guarantors hereby represent and warrant to each of the Lenders as follows:

3

---

(a) No Default or Event of Default under the Credit Agreement or any other Loan Document has occurred and is continuing unwaived by the Lenders on the date hereof, or shall result from the Commitment Increase.

(b) The Borrower and the Guarantors have the power and authority to enter into this Agreement and issue the Note and to do all acts and things as are required or contemplated hereunder or thereunder to be done, observed and performed by them.

(c) Each of this Agreement and the Note has been duly authorized, validly executed and delivered by one or more authorized officers of the Borrower and the Guarantors and constitutes the legal, valid and binding obligations of the Borrower and the Guarantors enforceable against them in accordance with their respective terms.

(d) The execution and delivery of each of this Agreement and the Note and the performance by the Borrower and the Guarantors hereunder and thereunder do not and will not require the consent or approval of any regulatory authority or governmental authority or agency having jurisdiction over the Borrower, or any Guarantor, nor be in contravention of or in conflict with the articles of incorporation, bylaws or other organizational documents of the Borrower, or any Guarantor that is a corporation, the articles of organization or operating agreement of any Guarantor that is a limited liability company, or the provision of any statute, or any judgment, order or indenture, instrument, agreement or undertaking, to which any Borrower, or any Guarantor is party or by which the assets or properties of the Borrower and the Guarantors are or may become bound.

SECTION 6. Effect of Agreement. On the Effective Date, this Agreement shall have the effects set forth in Section 2.14(e) of the Credit Agreement and the Additional Lender and the Administrative Agent shall make such payments and adjustments among the Lenders as are contemplated thereby such that each Lender's Advances remain consistent with their pro rata percentage of the Revolver Commitments after giving effect to the Commitment Increase. The Revolver Commitment of the Additional Lender shall be as set forth on the signature page to this Agreement and the Revolver Commitments of all existing Lenders shall remain unchanged from those set forth on the signature pages to the Credit Agreement and restated on the signature pages hereto. For ease of reference, the percentage interest

of each Lender after giving effect to the Commitment Increase is also set forth on the signature pages hereto.

SECTION 7. No Other Amendment. Except as supplemented hereby, the Credit Agreement and all other documents executed in connection therewith shall remain in full force and effect. The Credit Agreement, as supplemented hereby, and all rights, powers and obligations created thereby or thereunder and under the Loan Documents and all such other documents executed in connection therewith are in all respects ratified and confirmed.

SECTION 8. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement.

4

---

SECTION 9. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina.

SECTION 10. Effective Date. The date on which the conditions set forth in this Agreement have been satisfied shall be the "Effective Date" of this Agreement.

*[The remainder of this page has been intentionally left blank.]*

5

---

IN WITNESS WHEREOF, the parties hereto have executed and delivered, or have caused their respective duly authorized officers and representatives to execute and deliver, this Agreement as of the day and year first above written.

**ADDITIONAL LENDER**

**RAYMOND JAMES BANK, N.A.**

By: /s/ Joseph A. Ciccolini  
Name: Joseph A. Ciccolini  
Title: Vice President – Senior Corporate Banker

COMMITMENTS

Revolver Commitment:  
\$10,000,000

Percentage Interest:  
3.48%

[SIGNATURE PAGE TO SUPPLEMENT AND JOINDER AGREEMENT]

---

**BORROWER**

**MAIN STREET CAPITAL CORPORATION**

By: /s/ Dwayne L. Hyzak  
Name: Dwayne L. Hyzak  
Title: Chief Financial Officer

**INITIAL GUARANTOR**

**MAIN STREET CAPITAL PARTNERS, LLC**

By: /s/ Dwayne L. Hyzak  
Name: Dwayne L. Hyzak  
Title: Senior Managing Director

**INITIAL GUARANTOR**

**MAIN STREET EQUITY INTERESTS, INC.**

By: /s/ Dwayne L. Hyzak

Name: Dwayne L. Hyzak

Title: Vice President

[SIGNATURE PAGE TO SUPPLEMENT AND JOINDER AGREEMENT]

---

**COMMITMENTS:**

Revolver Commitment:

\$50,000,000

Percentage Interest:

17.39%

**ADMINISTRATIVE AGENT AND LENDER**

**BRANCH BANKING AND TRUST COMPANY**

By: /s/ Michael Skorich

Name: Michael Skorich

Title: Senior Vice President

**LENDERS**

**REGIONS BANK**

Revolver Commitment:

\$50,000,000

Percentage Interest:

17.39%

By: /s/ Larry Stephens

Name: Larry Stephens

Title: Senior Vice President

**THE FROST NATIONAL BANK**

Revolver Commitment:

\$50,000,000

Percentage Interest:

17.39%

By: /s/ Brenda Murphy

Name: Brenda Murphy

Title: Market President

**CAPITAL ONE, N.A.**

Revolver Commitment:

\$35,000,000

Percentage Interest:

12.17%

By: /s/ Don Backer

Name: Don Backer

Title: Senior Vice President,  
Commercial Banking - Houston

**TEXAS CAPITAL BANK**

Revolver Commitment:

\$25,000,000

Percentage Interest:

8.70%

By: /s/ Eric Luttrell

Name: Eric Luttrell

Title: Senior Vice President

[SIGNATURE PAGE TO SUPPLEMENT AND JOINDER AGREEMENT]

---

Revolver Commitment:

\$25,000,000

Percentage Interest:

8.70%

**CADENCE BANK, N.A.**

By: /s/ Bill Bobbora

Name: Bill Bobbora

Title: Senior Vice President

Revolver Commitment:

**COMPASS BANK**

\$22,500,000  
Percentage Interest:  
7.83%

By: /s/ David Moriniere  
Name: David Moriniere  
Title: Senior Vice President

Revolver Commitment:  
\$20,000,000

**AMEGY BANK N.A.**

Percentage Interest:  
6.96%

By: /s/ Timothy Zawinsky  
Name: Timothy Zawinsky  
Title: Vice President

[SIGNATURE PAGE TO SUPPLEMENT AND JOINDER AGREEMENT]

---

**NEWS RELEASE**

## Contacts:

Main Street Capital Corporation

Dwayne L. Hyzak, CFO and Senior Managing Director

dhyzak@mainstcapital.com

713-350-6000

Dennard Rupp Gray & Lascar, LLC

Ken Dennard | ksdenard@dr-g-l.com

Ben Burnham | bburnham@dr-g-l.com

713-529-6600

**MAIN STREET CAPITAL ANNOUNCES  
INCREASE IN COMMITMENTS UNDER ITS  
CREDIT FACILITY TO \$287.5 MILLION**

**HOUSTON, July 18, 2012** — Main Street Capital Corporation (NYSE: MAIN) (“Main Street”) announced today the expansion of total commitments under its three-year credit facility (the “Credit Facility”) from \$277.5 million to \$287.5 million. The \$10.0 million increase in total commitments was the result of the addition of one new lender relationship which further diversifies the Main Street lending group to a total of nine participants. The recent increase in total commitments was executed under the accordion feature of the Credit Facility which allows Main Street to increase the total commitments under the facility up to \$350 million from new or existing lenders on the same terms and conditions as the existing commitments. The recent increase in total commitments under the Credit Facility provides Main Street with access to additional financing capacity in support of its future investment and operational activities. Main Street currently has \$89 million of outstanding debt under the Credit Facility.

**ABOUT MAIN STREET CAPITAL CORPORATION**

Main Street ([www.mainstcapital.com](http://www.mainstcapital.com)) is a principal investment firm that provides long-term debt and equity capital to lower middle market companies and debt capital to middle market companies. Main Street’s portfolio investments are typically made to support management buyouts, recapitalizations, growth financings, refinancings and acquisitions of companies that operate in diverse industry sectors. Main Street seeks to partner with entrepreneurs, business owners and management teams and generally provides “one stop” financing alternatives within its lower middle market portfolio. Main Street’s lower middle market companies generally have

---

annual revenues between \$10 million and \$150 million. Main Street’s middle market debt investments are made in businesses that are generally larger in size than its lower middle market portfolio companies.