
**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 1, 2009

Main Street Capital Corporation

(Exact name of registrant as specified in its charter)

Maryland

(State or other jurisdiction
of incorporation)

1-33723

(Commission File Number)

41-2230745

(IRS Employer Identification No.)

**1300 Post Oak Boulevard, Suite 800,
Houston, Texas**

(Address of principal executive offices)

77056

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

On July 1, 2009, Main Street Capital Corporation (the “Company”) entered into amendments (collectively, the “Amendments”) to its Employment Agreements effective as of October 11, 2007 with each of Todd A. Reppert, President and Chief Financial Officer; Rodger A. Stout, Senior Vice President-Finance & Administration, Chief Compliance Officer and Treasurer; Curtis L. Hartman, Senior Vice President; Dwayne L. Hyzak, Senior Vice President; and David L. Magdol, Senior Vice President (collectively, the “Employment Agreements”). The Amendments shorten the terms of the Employment Agreements by one year, to expire on December 31, 2009, and conform certain dates with respect to cash bonuses and equity awards due to the reduced terms of the Employment Agreements. The Amendments also provide that the number of shares to be issued pursuant to any dollar-based equity awards will be determined based upon the greater of (i) the applicable market price of the Company’s common stock at the time of issuance and (ii) the Company’s last reported net asset value per share.

The foregoing description of the terms of the Employment Agreements and the Amendments is qualified in its entirety by the terms of the Employment Agreements and the Amendments, which are filed as Exhibits 10.1 through 10.10 to this Current Report on Form 8-K and are incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

- 10.1*† Form of Employment Agreement by and between Main Street Capital Corporation and Todd A. Reppert (previously filed as Exhibit (k)(1) to Main Street Capital Corporation’s Registration Statement on Form N-2 (Reg. No. 333-142879))
- 10.2† Amendment to Employment Agreement by and between Main Street Capital Corporation and Todd A. Reppert dated as of July 1, 2009
- 10.3*† Form of Employment Agreement by and between Main Street Capital Corporation and Rodger A. Stout (previously filed as Exhibit (k)(2) to Main Street Capital Corporation’s Registration Statement on Form N-2 (Reg. No. 333-142879))
- 10.4† Amendment to Employment Agreement by and between Main Street Capital Corporation and Rodger A. Stout dated as of July 1, 2009
- 10.5*† Form of Employment Agreement by and between Main Street Capital Corporation and Curtis L. Hartman (previously filed as Exhibit (k)(3) to Main Street Capital Corporation’s Registration Statement on Form N-2 (Reg. No. 333-142879))
- 10.6† Amendment to Employment Agreement by and between Main Street Capital Corporation and Curtis L. Hartman dated as of July 1, 2009
- 10.7*† Form of Employment Agreement by and between Main Street Capital Corporation and Dwayne L. Hyzak (previously filed as Exhibit (k)(4) to Main Street Capital Corporation’s Registration Statement on Form N-2 (Reg. No. 333-142879))
- 10.8† Amendment to Employment Agreement by and between Main Street Capital Corporation and Dwayne L. Hyzak dated as of July 1, 2009
- 10.9*† Form of Employment Agreement by and between Main Street Capital Corporation and David L. Magdol (previously filed as Exhibit (k)(5) to Main Street Capital Corporation’s Registration Statement on Form N-2 (Reg. No. 333-142879))
- 10.10† Amendment to Employment Agreement by and between Main Street Capital Corporation and David L. Magdol dated as of July 1, 2009

* Exhibit previously filed with the Securities and Exchange Commission, as indicated, and incorporated herein by reference.

† Management contract or compensatory plan or arrangement.

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.

Main Street Capital Corporation

Date: July 1, 2009

By: /s/ Rodger A. Stout

Name: *Rodger A. Stout*

Title: *Chief Compliance Officer*

Exhibit Index

| Exhibit No. | Description |
|-------------|--|
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* Exhibit previously filed with the Securities and Exchange Commission, as indicated, and incorporated herein by reference.

† Management contract or compensatory plan or arrangement.

AMENDMENT TO
EMPLOYMENT AGREEMENT

THIS AMENDMENT TO EMPLOYMENT AGREEMENT (this "Amendment"), entered into and effective as of July 1, 2009 (the "Amendment Date"), is between **Main Street Capital Corporation**, a Maryland corporation (the "Company"), and **Todd A. Reppert**, a resident of Harris County, Texas (the "Executive"). Capitalized terms used but not defined in this Amendment have the meanings given them in the Employment Agreement (defined below).

RECITALS

A. The Company and the Executive have entered into that certain Employment Agreement dated as of the date of the consummation of the initial public offering of common stock by the Company, or October 11, 2007 (the "Employment Agreement").

B. The Company and the Executive now desire to amend certain provisions of the Employment Agreement subject to the terms and conditions of this Amendment.

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

Section 1. Amendments to the Employment Agreement.

1.1 Section 1 of the Employment Agreement is deleted in its entirety and replaced with the following:

"Employment Term. The Company hereby agrees to employ the Executive, and the Executive hereby agrees to accept such employment, beginning on the Effective Date for a term ending on December 31, 2009, subject to earlier termination as provided in Section 6 hereof (such term being herein referred to as the "term of this Agreement"). The Executive agrees to accept such employment and to perform the services specified herein, all upon the terms and conditions hereinafter stated."

1.2 Section 4(b) of the Employment Agreement is deleted in its entirety and replaced with the following:

"Cash Bonus. The Executive will be eligible to receive cash bonus compensation from the Company in respect of any fiscal year (or portion thereof) beginning on or after January 1, 2008 occurring during the term of this Agreement at the discretion of the Committee. Determination of the annual performance-based cash bonus is within the sole discretion of the Committee, but in any case shall be based on the satisfaction of objective, reasonable and attainable performance criteria that would be pre-established by the Committee and communicated to the Executive, with a cash bonus target of base salary for applicable calendar years as follows: Calendar Year 2008 — 50%; Calendar Year 2009 — 60%. Cash bonuses shall be paid by April 15 of the calendar year following the year in which they were earned (*i.e.*, calendar year 2008 bonus would be paid by April 15, 2009)."

1.3 Section 5(a)(ii) of the Employment Agreement is deleted in its entirety and replaced with the following:

“Contingent on the continued effectiveness and applicability of the SEC Exemptive Relief, for each of calendar years 2008 and 2009, the Executive shall receive annual awards of Restricted Stock attributable to service during each of 2008 and 2009 with a preliminary value, on the date of the award, equal to 75% of annual base salary for the then current fiscal year, subject to the Committee’s discretion based on the satisfaction of objective, reasonable and attainable performance criteria as pre-established by the Committee and communicated to the Executive. The actual number of shares of Restricted Stock awarded pursuant to an award shall be calculated by dividing the preliminary value of such award as determined above by the greater of (A) the last reported sale price of the Company’s common stock on the Nasdaq Global Select Market on the date of such award and (B) the last determined net asset value per share of the Company. The annual Restricted Stock awards shall be issued by July 15 of the calendar year following the year in which they were earned (*i.e.*, calendar year 2009 award would be issued by July 15, 2010).”

1.4 Section 18 of the Employment Agreement is deleted in its entirety and replaced with the following:

“Survival. The provisions of Sections 4(b), 5(a) and 6 through 21 shall survive termination of this Agreement, and the provisions of Sections 6 through 21 shall also survive the employment relationship of the Company and the Executive.”

Section 2. Continuing Agreement.

From and after the Amendment Date, all references to the Employment Agreement shall refer to the Employment Agreement as amended by this Amendment. Except as affected by this Amendment, the Employment Agreement is unchanged and continues in full force and effect.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Date.

Main Street Capital Corporation

By: /s/ Vincent D. Foster
Chief Executive Officer

/s/ Todd A. Reppert
Todd A. Reppert

AMENDMENT TO
EMPLOYMENT AGREEMENT

THIS AMENDMENT TO EMPLOYMENT AGREEMENT (this “Amendment”), entered into and effective as of July 1, 2009 (the “Amendment Date”), is between **Main Street Capital Corporation**, a Maryland corporation (the “Company”), and **Rodger A. Stout**, a resident of Harris County, Texas (the “Executive”). Capitalized terms used but not defined in this Amendment have the meanings given them in the Employment Agreement (defined below).

RECITALS

A. The Company and the Executive have entered into that certain Employment Agreement dated as of the date of the consummation of the initial public offering of common stock by the Company, or October 11, 2007 (the “Employment Agreement”).

B. The Company and the Executive now desire to amend certain provisions of the Employment Agreement subject to the terms and conditions of this Amendment.

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

Section 1. Amendments to the Employment Agreement.

1.1 Section 1 of the Employment Agreement is deleted in its entirety and replaced with the following:

“Employment Term. The Company hereby agrees to employ the Executive, and the Executive hereby agrees to accept such employment, beginning on the Effective Date for a term ending on December 31, 2009, subject to earlier termination as provided in Section 6 hereof (such term being herein referred to as the “term of this Agreement”). The Executive agrees to accept such employment and to perform the services specified herein, all upon the terms and conditions hereinafter stated.”

1.2 Section 4(b) of the Employment Agreement is deleted in its entirety and replaced with the following:

“Cash Bonus. The Executive will be eligible to receive cash bonus compensation from the Company in respect of any fiscal year (or portion thereof) beginning on or after January 1, 2008 occurring during the term of this Agreement at the discretion of the Committee. Determination of the annual performance-based cash bonus is within the sole discretion of the Committee, but in any case shall be based on the satisfaction of objective, reasonable and attainable performance criteria that would be pre-established by the Committee and communicated to the Executive, with a cash bonus target of base salary for applicable calendar years as follows: Calendar Year 2008 — 40%; Calendar Year 2009 — 50%. Cash bonuses shall be paid by April 15 of the calendar year following the year in which they were earned (*i.e.*, calendar year 2008 bonus would be paid by April 15, 2009).”

1.3 Section 5(a)(ii) of the Employment Agreement is deleted in its entirety and replaced with the following:

“Contingent on the continued effectiveness and applicability of the SEC Exemptive Relief, for each of calendar years 2008 and 2009, the Executive shall receive annual awards of Restricted Stock attributable to service during each of 2008 and 2009 with a preliminary value, on the date of the award, equal to 50% of annual base salary for the then current fiscal year, subject to the Committee’s discretion based on the satisfaction of objective, reasonable and attainable performance criteria as pre-established by the Committee and communicated to the Executive. The actual number of shares of Restricted Stock awarded pursuant to an award shall be calculated by dividing the preliminary value of such award as determined above by the greater of (A) the last reported sale price of the Company’s common stock on the Nasdaq Global Select Market on the date of such award and (B) the last determined net asset value per share of the Company. The annual Restricted Stock awards shall be issued by July 15 of the calendar year following the year in which they were earned (*i.e.*, calendar year 2009 award would be issued by July 15, 2010).”

1.4 Section 18 of the Employment Agreement is deleted in its entirety and replaced with the following:

“Survival. The provisions of Sections 4(b), 5(a) and 6 through 21 shall survive termination of this Agreement, and the provisions of Sections 6 through 21 shall also survive the employment relationship of the Company and the Executive.”

Section 2. Continuing Agreement.

From and after the Amendment Date, all references to the Employment Agreement shall refer to the Employment Agreement as amended by this Amendment. Except as affected by this Amendment, the Employment Agreement is unchanged and continues in full force and effect.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Date.

Main Street Capital Corporation

By: /s/ Vincent D. Foster
Chief Executive Officer

/s/ Rodger A. Stout
Rodger A. Stout

AMENDMENT TO
EMPLOYMENT AGREEMENT

THIS AMENDMENT TO EMPLOYMENT AGREEMENT (this "Amendment"), entered into and effective as of July 1, 2009 (the "Amendment Date"), is between **Main Street Capital Corporation**, a Maryland corporation (the "Company"), and **Curtis L. Hartman**, a resident of Harris County, Texas (the "Executive"). Capitalized terms used but not defined in this Amendment have the meanings given them in the Employment Agreement (defined below).

RECITALS

A. The Company and the Executive have entered into that certain Employment Agreement dated as of the date of the consummation of the initial public offering of common stock by the Company, or October 11, 2007 (the "Employment Agreement").

B. The Company and the Executive now desire to amend certain provisions of the Employment Agreement subject to the terms and conditions of this Amendment.

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

Section 1. Amendments to the Employment Agreement.

1.1 Section 1 of the Employment Agreement is deleted in its entirety and replaced with the following:

"Employment Term. The Company hereby agrees to employ the Executive, and the Executive hereby agrees to accept such employment, beginning on the Effective Date for a term ending on December 31, 2009, subject to earlier termination as provided in Section 6 hereof (such term being herein referred to as the "term of this Agreement"). The Executive agrees to accept such employment and to perform the services specified herein, all upon the terms and conditions hereinafter stated."

1.2 Section 4(b) of the Employment Agreement is deleted in its entirety and replaced with the following:

"Cash Bonus. The Executive will be eligible to receive cash bonus compensation from the Company in respect of any fiscal year (or portion thereof) beginning on or after January 1, 2008 occurring during the term of this Agreement at the discretion of the Committee. Determination of the annual performance-based cash bonus is within the sole discretion of the Committee, but in any case shall be based on the satisfaction of objective, reasonable and attainable performance criteria that would be pre-established by the Committee and communicated to the Executive, with a cash bonus target of base salary for applicable calendar years as follows: Calendar Year 2008 — 40%; Calendar Year 2009 — 50%. Cash bonuses shall be paid by April 15 of the calendar year following the year in which they were earned (*i.e.*, calendar year 2008 bonus would be paid by April 15, 2009)."

1.3 Section 5(a)(ii) of the Employment Agreement is deleted in its entirety and replaced with the following:

“Contingent on the continued effectiveness and applicability of the SEC Exemptive Relief, for each of calendar years 2008 and 2009, the Executive shall receive annual awards of Restricted Stock attributable to service during each of 2008 and 2009 with a preliminary value, on the date of the award, equal to 50% of annual base salary for the then current fiscal year, subject to the Committee’s discretion based on the satisfaction of objective, reasonable and attainable performance criteria as pre-established by the Committee and communicated to the Executive. The actual number of shares of Restricted Stock awarded pursuant to an award shall be calculated by dividing the preliminary value of such award as determined above by the greater of (A) the last reported sale price of the Company’s common stock on the Nasdaq Global Select Market on the date of such award and (B) the last determined net asset value per share of the Company. The annual Restricted Stock awards shall be issued by July 15 of the calendar year following the year in which they were earned (*i.e.*, calendar year 2009 award would be issued by July 15, 2010).”

1.4 Section 18 of the Employment Agreement is deleted in its entirety and replaced with the following:

“Survival. The provisions of Sections 4(b), 5(a) and 6 through 21 shall survive termination of this Agreement, and the provisions of Sections 6 through 21 shall also survive the employment relationship of the Company and the Executive.”

Section 2. Continuing Agreement.

From and after the Amendment Date, all references to the Employment Agreement shall refer to the Employment Agreement as amended by this Amendment. Except as affected by this Amendment, the Employment Agreement is unchanged and continues in full force and effect.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Date.

Main Street Capital Corporation

By: /s/ Vincent D. Foster
Chief Executive Officer

/s/ Curtis L. Hartman
Curtis L. Hartman

AMENDMENT TO
EMPLOYMENT AGREEMENT

THIS AMENDMENT TO EMPLOYMENT AGREEMENT (this "Amendment"), entered into and effective as of July 1, 2009 (the "Amendment Date"), is between **Main Street Capital Corporation**, a Maryland corporation (the "Company"), and **Dwayne L. Hyzak**, a resident of Harris County, Texas (the "Executive"). Capitalized terms used but not defined in this Amendment have the meanings given them in the Employment Agreement (defined below).

RECITALS

A. The Company and the Executive have entered into that certain Employment Agreement dated as of the date of the consummation of the initial public offering of common stock by the Company, or October 11, 2007 (the "Employment Agreement").

B. The Company and the Executive now desire to amend certain provisions of the Employment Agreement subject to the terms and conditions of this Amendment.

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

Section 1. Amendments to the Employment Agreement.

1.1 Section 1 of the Employment Agreement is deleted in its entirety and replaced with the following:

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Section 2. Continuing Agreement.

From and after the Amendment Date, all references to the Employment Agreement shall refer to the Employment Agreement as amended by this Amendment. Except as affected by this Amendment, the Employment Agreement is unchanged and continues in full force and effect.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Date.

Main Street Capital Corporation

By: /s/ Vincent D. Foster
Chief Executive Officer

/s/ Dwayne L. Hyzak
Dwayne L. Hyzak

AMENDMENT TO
EMPLOYMENT AGREEMENT

THIS AMENDMENT TO EMPLOYMENT AGREEMENT (this "Amendment"), entered into and effective as of July 1, 2009 (the "Amendment Date"), is between **Main Street Capital Corporation**, a Maryland corporation (the "Company"), and **David L. Magdol**, a resident of Harris County, Texas (the "Executive"). Capitalized terms used but not defined in this Amendment have the meanings given them in the Employment Agreement (defined below).

RECITALS

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[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Date.

Main Street Capital Corporation

By: /s/ Vincent D. Foster
Chief Executive Officer

/s/ David L. Magdol
David L. Magdol