

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) August 4, 2015

**Capital Southwest Corporation**

(Exact name of registrant as specified in its charter)

**Texas**

**814-00061**

**75-1072796**

(State or other jurisdiction of incorporation)

(Commission File Number)

(IRS Employer Identification No.)

**5400 Lyndon B. Johnson Freeway, Suite 1300, Dallas, Texas**

**75240**

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code 972-233-8242

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

(e) On August 4, 2015, the Board of Directors of Capital Southwest Corporation (the "Company") approved an amendment (the "Amendment") to the Retirement Plan for employees of the Company and its Affiliates (the "Retirement Plan"), in which certain named executive officers participate. The Amendment provides that the Retirement Plan will cease benefit accruals and modify certain ancillary benefits. The Amendment is effective as of September 30, 2015, provided that the Company's previously announced spin-off of CSW Industrials, Inc. occurs on September 30, 2015. If the proposed spin-off of CSW Industrials, Inc. does not occur on September 30, 2015, the Amendment will be effective as of October 31, 2015.

The accrued benefits of the named executive officers under the Retirement Plan as of March 31, 2015 are included under the heading "Pension Benefits" in the Company's proxy statement on Schedule 14A filed with the SEC on June 26, 2015, which information is incorporated into this Item 5.02(e) by reference.

The foregoing description of the Amendment is qualified in its entirety by reference to the text of the Amendment, which is filed as Exhibit 10.1 to this Form 8-K and incorporated into this Item 5.02(e) by reference.

**Item 9.01. Financial Statements and Exhibits.**

(d) *Exhibits.*

The following exhibit is hereby filed as part of this Current Report on Form 8-K:

<b><u>Exhibit No.</u></b>	<b><u>Description</u></b>
10.1	Amendment Four to Retirement Plan For Employees of Capital Southwest Corporation and its Affiliates

**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.

Dated: August 6, 2015

By: /s/ Joseph B. Armes

Name: Joseph B. Armes

Title: Chairman of the Board

Chief Executive Officer and President

---

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
<a href="#">10.1</a>	Amendment Four to Retirement Plan For Employees of Capital Southwest Corporation and its Affiliates

---

AMENDMENT FOUR TO  
RETIREMENT PLAN FOR EMPLOYEES OF  
CAPITAL SOUTHWEST CORPORATION AND ITS AFFILIATES

As Amended and Restated Effective April 1, 2011

WHEREAS, effective as of April 1, 2011, the Retirement Plan for Employees of Capital Southwest Corporation and Its Affiliates (the “Plan”) was amended and restated in its entirety;

WHEREAS, by the terms of Section 6.4 of the Plan, the Plan may be amended; and

WHEREAS, it is necessary to amend the Plan in order to cease benefit accruals and modify certain ancillary benefits as of September 30, 2015 or as of October 31, 2015 in the event the distribution by Capital Southwest Corporation of the outstanding shares of common stock of its wholly owned subsidiary, CSW Industrials, Inc., does not occur on September 30, 2015;

NOW, THEREFORE, the Plan is hereby amended, effective as of September 30, 2015 or as of October 31, 2015 in the event the distribution by Capital Southwest Corporation of the outstanding shares of common stock of its wholly owned subsidiary, CSW Industrials, Inc., does not occur on September 30, 2015, to freeze benefit accruals and modify ancillary benefits as follows:

(A) APPLICABILITY OF THIS AMENDMENT FOUR

- (1) The purpose of this Amendment Four is to modify the provisions of the Plan to provide for cessation of benefit accruals of Participants in the Plan as of September 30, 2015 or as of October 31, 2015 in the event the distribution by Capital Southwest Corporation of the outstanding shares of common stock of its wholly owned subsidiary, CSW Industrials, Inc., does not occur on September 30, 2015 (such date is hereinafter referred to as the “Benefit Accrual Preservation Date”).
- (2) All terms of this Amendment Four shall have the meanings assigned to them in the provisions of the Plan unless otherwise qualified by the context.
- (3) The provisions of this Amendment Four shall supersede, modify and limit all provisions of the Plan with which this Amendment Four is in contradiction, but only to the extent necessary to resolve such contradiction. The provisions of the Plan shall be interpreted in such manner as to accomplish the purposes set forth in this Amendment Four.

(B) CESSATION OF BENEFIT ACCRUALS AS OF THE BENEFIT ACCRUAL PRESERVATION DATE

- (1) Any provisions of the Plan or this Amendment Four to the contrary notwithstanding, there shall be no further accrual of benefits under the Plan or any Supplement thereto after the Benefit Accrual Preservation Date. At all times after the Benefit Accrual Preservation Date, the "accrued benefit" of each Participant shall be equal to his "accrued benefit" as of the Benefit Accrual Preservation Date.
- (2) Accordingly, to accomplish such cessation of accruals:
  - (a) For purposes of benefit accruals under Sections 2.1, 2.2, 2.3 and 2.4 of the Plan, Credited Service shall be frozen as of the Benefit Accrual Preservation Date and no further benefits shall be earned after the Benefit Accrual Preservation Date.
  - (b) Final Average Monthly Compensation, Compensation, and the Monthly Covered Compensation shall be determined as of the Benefit Accrual Preservation Date for all purposes of the Plan, and shall not change thereafter.
  - (c) The Accrued Deferred Monthly Retirement Income Commencing at Normal Retirement Date, as defined in the Plan and any Supplement thereto, shall be calculated as of the Benefit Accrual Preservation Date and shall not increase by reason of employment after that date.
  - (d) All other terms and computations under the Plan and this Amendment Four shall be interpreted and performed in a manner so as to accomplish the foregoing purpose.
- (3) Notwithstanding the foregoing, a Participant's service from and after the Benefit Accrual Preservation Date shall be taken into account for purposes of:
  - (a) determining a Participant's Vesting Service and Vested Percentage;
  - (b) determining a Participant's Credited Service upon return from military service as described in Section 1.3(B), but only if such military absence from the active service with the Employer commenced prior to the Benefit Accrual Preservation Date; and
  - (c) determining a Participant's Vesting Service for purposes of determining the Participant's eligibility for the early retirement benefit described in Section 2.2 (but not for purposes of determining Credited Service affecting the amount of such benefit).

(C) MODIFICATION OF DISABILITY BENEFITS AS OF BENEFIT ACCRUAL PRESERVATION DATE

Any provisions of the Plan to the contrary notwithstanding, the disability retirement benefits provided in Section 2.3 of the Plan shall be removed and shall not be payable on behalf of any Participant whose service has terminated on or after the Benefit Accrual Preservation Date by reason of total and permanent disability as defined in Section 2.3(A).

(D) RIGHT TO AMEND OR TERMINATE AMENDMENT FOUR

The provisions of Sections 6.4 and 6.5 of the Plan shall apply with equal force to this Amendment Four.

IN WITNESS WHEREOF, CAPITAL SOUTHWEST CORPORATION has caused this instrument to be executed by its duly authorized officer on this fourth day of August, 2015.

CAPITAL SOUTHWEST CORPORATION

By: /s/ Kelly Tacke

Title: Chief Financial Officer