UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

x QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended **September 30, 2014**

OR

o TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from __________ to __________

Commission File Number: **814-00061**

CAPITAL SOUTHWEST CORPORATION
(Exact name of registrant as specified in its charter)

Texas	**75-1072796**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
5400 Lyndon B. Johnson Freeway, Suite 1300	**75240**
(Address of principal executive offices)	(Zip Code)

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

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes x No o

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such filings). Yes x No o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definitions of “large accelerated filer,” “accelerated filer” and “smaller reporting company” in Rule 12b-2 of the Exchange Act. (Check One):

Large accelerated filer o Accelerated filer x Non-accelerated filer o Smaller reporting company o

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes o No x

Indicate the number of shares outstanding of each of the issuer’s classes of common stock, as of the latest practicable date.

15,541,832 shares of Common Stock, $0.25 par value, as of November 5, 2014

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PART I – FINANCIAL INFORMATION

Item 1. Consolidated Financial Statements

CAPITAL SOUTHWEST CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF ASSETS AND LIABILITIES

(In thousands, except share and per share data)

	September 30, 2014	March 31, 2014
Assets	(Unaudited)	
Investments at market or fair value:		
Companies more than 25% owned: (Cost: September 30, 2014 - $12,396, March 31, 2014 - $13,711)	$ 439,170	$ 400,824
Companies 5% to 25% owned: (Cost: September 30, 2014 - $12,298, March 31, 2014 - $13,891)	120,083	218,480
Companies less than 5% owned: (Cost: September 30, 2014 - $51,548, March 31, 2014 - $71,365)	57,115	58,616
Total investments: (Cost: September 30, 2014 - $76,242, March 31, 2014 - $98,967)	616,368	677,920
Cash and cash equivalents	122,950	88,163
Receivables:		
Dividends and interest	274	782
Affiliates	1,085	422
Income tax receivable	496	167
Due from brokerage firm	13,664	-
Pension assets	11,198	10,962
Other assets	472	278
Total assets	$ 766,507	$ 778,694
Liabilities		
Other liabilities	$ 2,997	$ 3,263
Accrued restoration plan liability	3,049	3,103
Deferred income taxes	2,190	1,940
Total liabilities	8,236	8,306
Net Assets		
Common stock, $0.25 par value: authorized, 25,000,000 shares; issued 17,880,244 shares at September 30, 2014 and 17,753,044 at March 31, 2014	4,470	4,438
Additional capital	196,028	195,767
Accumulated net investment (loss) gain	(3,125)	1,138
Accumulated net realized gain	44,709	14,029
Unrealized appreciation of investments	540,126	578,953
Treasury stock - at cost, 2,339,512 shares	(23,937)	(23,937)
Total net assets	758,271	770,388
Total liabilities and net assets	$ 766,507	$ 778,694
Net asset value per share (15,540,732 shares outstanding at September 30, 2014 and 15,413,532 shares outstanding at March 31, 2014)	$ 48.79	$ 49.98

The accompanying Notes are an integral part of these Consolidated Financial Statements.

CAPITAL SOUTHWEST CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)
(In thousands)

	Three Months Ended September 30,		Six Months Ended September 30,	
	2014	2013	2014	2013
Investment income:				
Interest	$ 80	$ 289	$ 220	$ 619
Dividends	575	545	1,075	1,090
Management and directors' fees	140	143	280	323
	795	977	1,575	2,032
Operating expenses:				
Salaries	1,095	1,398	2,397	2,867
Stock option expense	77	175	192	349
Net pension (benefit) expense	(184)	96	(140)	87
Professional fees	251	188	641	413
Other operating expenses	506	345	985	791
	1,745	2,202	4,075	4,507
Loss before income taxes	(950)	(1,225)	(2,500)	(2,475)
Income tax expense (benefit)	289	(34)	222	(82)
Net investment loss	$ (1,239)	$ (1,191)	$ (2,722)	$ (2,393)
Proceeds from disposition of investments	$ 50,278	$ -	$ 53,481	$ 55
Cost of investments sold	(3,885)	-	(22,801)	-
Net realized gain on investments	46,393	-	30,680	55
Net (decrease) increase in unrealized appreciation of investments	(75,744)	45,615	(38,827)	56,007
Net realized and unrealized (loss) gain on investments	(29,351)	45,615	(8,147)	56,062
(Decrease) increase in net assets from operations	$ (30,590)	$ 44,424	$ (10,869)	$ 53,669

The accompanying Notes are an integral part of these Consolidated Financial Statements.

CAPITAL SOUTHWEST CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS
(Unaudited)
(In thousands)

	Six Months Ended September 30, 2014	Six Months Ended September 30, 2013
Operations:		
Net investment loss	$ (2,722)	$ (2,393)
Net realized gain on investments	30,680	55
Net (decrease)increase in unrealized appreciation of investments	(38,827)	56,007
(Decrease) increase in net assets from operations	(10,869)	53,669
Distributions from:		
Undistributed net investment income	(1,541)	(1,524)
Capital share transactions:		
Exercise of employee stock options	101	459
Stock option expense	192	349
(Decrease) increase in net assets	(12,117)	52,953
Net assets, beginning of period	770,388	659,777
Net assets, end of period	$ 758,271	$ 712,730

The accompanying Notes are an integral part of these Consolidated Financial Statements.

CAPITAL SOUTHWEST CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)
(In thousands)

	Three Months Ended September 30, 2014	Three Months Ended September 30, 2013	Six Months Ended September 30, 2014	Six Months Ended September 30, 2013
Cash flows from operating activities				
(Decrease) increase in net assets from operations	$ (30,590)	$ 44,424	$ (10,869)	$ 53,669
Adjustments to reconcile increase (decrease) in net assets from operations to net cash provided by (used in) operating activities:				
Net proceeds from disposition of investments	50,278	–	53,405	55
Return of capital on investments	–	–	76	–
Purchases of securities	–	(980)	(76)	(9,822)
Depreciation and amortization	7	5	9	11
Net pension benefit (expense)	(334)	97	(290)	88
Realized gain on investments before income tax	(46,393)	–	(30,680)	(55)
Net (increase) decrease in unrealized appreciation of investments	75,744	(45,615)	38,827	(56,007)
Stock option expense	76	175	192	349
(Increase) decrease in dividend and interest receivable	(57)	21	508	(20)
Increase in receivables from affiliates	(693)	(430)	(663)	(229)
Increase in receivables from brokerage firm	(13,664)	–	(13,664)	–
(Increase) decrease in income tax receivable	38	–	(329)	–
(Increase) decrease in other assets	(261)	12	(203)	44
Increase (decrease) in other liabilities	569	344	(265)	(572)
Increase (decrease) in deferred income taxes	(21)	(34)	249	(31)
Net cash provided by (used in) operating activities	34,699	(1,981)	36,227	(12,520)
Cash flows from financing activities				
Distributions from undistributed net investment income	–	–	(1,541)	(1,524)
Proceeds from exercise of employee stock options	101	–	101	459
Net cash provided by (used in) financing activities	101	–	(1,440)	(1,065)
Net increase (decrease) in cash and cash equivalents	34,800	(1,981)	34,787	(13,585)
Cash and cash equivalents at beginning of period	88,150	70,163	88,163	81,767
Cash and cash equivalents at end of period	$ 122,950	$ 68,182	$ 122,950	$ 68,182

The accompanying Notes are an integral part of these Consolidated Financial Statements.

CAPITAL SOUTHWEST CORPORATION AND SUBSIDIARIES

CONSOLIDATED SCHEDULE OF INVESTMENTS
(Unaudited)
September 30, 2014

Company	Equity [(a)]	Investment [(b)]	Cost	Value [(c)]
***†ALAMO GROUP INC.** **Seguin, Texas** Tractor-mounted mowing and mobile excavation equipment for governmental, industrial and agricultural markets; street-sweeping equipment for municipalities.	17.4%	‡1,982,286 shares of common stock (acquired 4-1-73 thru 5-09-14)	$ 2,007,263	$ 81,273,726
ATLANTIC CAPITAL BANCSHARES, INC **Atlanta, Georgia** Holding company of Atlantic Capital Bank, a full service commercial bank.	1.9%	300,000 shares of common stock (acquired 4-10-07)	3,000,000	3,504,000
¥BALCO, INC. **Wichita, Kansas** Specialty architectural products used in the construction and remodeling of commercial and institutional buildings.	95.7%	445,000 shares of common stock and 60,920 shares Class B non-voting common stock (acquired 10-25-83 and 5-30-02)	624,920	4,800,000
***BOXX TECHNOLOGIES, INC.** **Austin, Texas** Workstations for computer graphic imaging and design.	14.9%	3,125,354 shares of Series B Convertible Preferred Stock, convertible into 3,125,354 shares of common stock at $0.50 per share (acquired 8-20-99 thru 8-8-01)	1,500,000	1,420,000
¥ CAPSTAR HOLDINGS CORPORATION **Dallas, Texas** Acquire, hold and manage real estate for potential development and sale.	100%	500 shares of common stock (acquired 6-10-10) and 1,000,000 shares of preferred stock (acquired 12-17-12)	4,703,619	7,428,000
DEEPWATER CORROSION SERVICES, INC. **Houston, Texas** Full-service corrosion control company providing the oil and gas industry with expertise in cathodic protection and asset integrity management.	31.1%	127,004 shares of Series A convertible preferred stock, convertible into 127,004 shares of common stock at $1.00 per shares (acquired 4-9-13)	8,000,000	8,032,000
***†ENCORE WIRE CORPORATION** **McKinney, Texas** Electric wire and cable for residential, commercial and industrial construction use.	4.5%	‡956,850 shares of common stock (acquired 9-10-92 thru 10-15-98)	3,790,949	35,489,567

†Publicly-owned company ¥ Control investment * Affiliated investment ‡Unrestricted securities as defined in Note (a)

The accompanying Notes are an integral part of these Consolidated Financial Statements.

CAPITAL SOUTHWEST CORPORATION AND SUBSIDIARIES

CONSOLIDATED SCHEDULE OF INVESTMENTS
(Unaudited)
September 30, 2014

Company	Equity [(a)]	Investment [(b)]	Cost	Value [(c)]
iMEMORIES, INC. **Scottsdale, Arizona** Enables online video and photo sharing and DVD creation for home movies recorded in analog and new digital format.	23.3%	17,391,304 shares of Series B Convertible Preferred Stock, convertible into 19,891,304 shares of common stock at $0.23 per share (acquired 7-10-09)	4,000,000	–
		4,684,967 shares of Series C Convertible Preferred Stock, convertible into 4,684,967 shares of common stock at $0.23 per share (acquired 7-20-11)	1,078,479	–
		Warrants to purchase 2,500,000 shares of common stock at $0.12 per share, expiring 1-21-21(acquired 9-13-10 thru 1-21-11)	–	–
		10% convertible notes, $308,000 principal due 7-31-14 (acquired 9-7-12)	308,000	135,000
		10% convertible notes, $400,000 principal due 7-31-14 (acquired 3-15-13	880,000	387,000
			6,266,479	522,000
INSTAWARES HOLDING COMPANY, LLC **Atlanta, Georgia** Provides services to the restaurant industry via its five subsidiary companies.	4.2%	3,846,154 Class D Convertible Preferred Stock (acquired 5-20-11)	5,000,000	475,000
KBI BIOPHARMA, INC. **Durham, North Carolina** Provides fully-integrated, outsourced drug development and bio-manufacturing services.	15.7%	10,298,592 shares of Series B-2 Convertible Preferred Stock, convertible into 10,298,592 shares of common stock at $0.49 per share (acquired 9-08-09)	5,000,000	8,300,000
		Warrants to purchase 94,510 shares of Series B preferred stock at $ 0.70 per share, acquired 1-26-12	-	-
			5,000,000	8,300,000
¥MEDIA RECOVERY, INC. **Dallas, Texas** Computer datacenter and office automation supplies and accessories; impact, tilt monitoring and temperature sensing devices to detect mishandling shipments; dunnage for protecting shipments.	97.9%	800,000 shares of Series A Convertible Preferred Stock, convertible into 800,000 shares of common stock at $1.00 per share (acquired 11-4-97)	800,000	4,300,000
		4,000,002 shares of common stock (acquired 11-4-97)	4,615,000	21,600,000
			5,415,000	25,900,000
¥THE RECTORSEAL CORPORATION **Houston, Texas** Specialty chemicals for plumbing, HVAC, electrical, construction, industrial, oil field and automotive applications; smoke containment systems for building fires; also owns 20% of The Whitmore Manufacturing Company.	100.0%	27,907 shares of common stock (acquired 1-5-73 and 3-31-73)	52,600	311,400,000

†Publicly-owned company ¥ Control investment * Affiliated investment ‡Unrestricted securities as defined in Note (a)

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CAPITAL SOUTHWEST CORPORATION AND SUBSIDIARIES

CONSOLIDATED SCHEDULE OF INVESTMENTS
(Unaudited)
September 30, 2014

Company	Equity [(a)]	Investment [(b)]	Cost	Value [(c)]
TITANLINER, INC. **Midland, Texas** Manufactures, installs and rents spill containment system for oilfield applications.	31.2%	217,038 shares of Series A Convertible Preferred Stock convertible into 217,038 shares of Series A Preferred Stock at $14.76 per share (acquired 6-29-12)	3,203,000	3,203,000
		7% senior subordinated secured promissory note, due 6-30-17 (acquired 6-29-12)	2,747,000	2,747,000
		Warrants to purchase 122,239 shares of Series A Preferred Stock at $ 0.01 per share, expiring 12-31-22	-	1,206,000
			5,950,000	7,156,000
TRAX HOLDINGS, INC. Scottsdale, Arizona Provides a comprehensive set of solutions to improve the transportation validation, accounting, payment and information management process.	28.7%	475,430 shares of Series B convertible Preferred Stock convertible into 475,430 shares of common stock at $8.41 per share (acquired 12-5-12)	4,000,000	7,700,000
		1,061,279 shares of Series A Convertible Preferred Stock, convertible into 1,061,279 shares of common stock at $4.71 per share (acquired 12-8-08 and 2-17-09)	5,000,000	13,200,000
			9,000,000	20,900,000
***WELLOGIX, INC.** **Houston, Texas** Developer and supporter of software used by the oil and gas industry.	18.9%	4,788,371 shares of Series A-1 Convertible Participating Preferred Stock, convertible into 4,788,371 shares of common stock at $1.04 per share (acquired 8-19-05 thru 6-15-08)	5,000,000	1,900,000
¥THE WHITMORE MANUFACTURING COMPANY **Rockwall, Texas** Specialized surface mining, railroad and industrial lubricants; coatings for automobiles and primary metals; fluid contamination control devices.	80.0%	80 shares of common stock (acquired 8-31-79)	1,600,000	89,400,000

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CAPITAL SOUTHWEST CORPORATION AND SUBSIDIARIES

CONSOLIDATED SCHEDULE OF INVESTMENTS
(Unaudited)
September 30, 2014

Company	Equity [(a)]	Investment [(b)]	Cost	Value [(c)]
MISCELLANEOUS	–	Ballast Point Ventures II, L.P. 2.2% limited partnership interest (acquired 8-4-08 thru 2-15-13)	2,334,790	3,137,000
	–	BankCap Partners Fund I, L.P. 5.5% limited partnership interest (acquired 7-14-06 thru 11-16-12)	5,071,514	4,605,000
	–	CapitalSouth Partners Fund III, L.P. 1.9% limited partnership interest (acquired 1-22-08 and 11-16-11)	467,457	277,000
	–	Diamond State Ventures, L.P. 1.4% limited partnership interest (acquired 10-12-99 thru 8-26-05)	-	16,000
	–	First Capital Group of Texas III, L.P. 3.0% limited partnership interest (acquired 12-26-00 thru 8-12-05)	778,895	117,000
	100%	¥Humac Company 1,041,000 shares of common stock (acquired 1-31-75 and 12-31-75)	–	242,000
	–	STARTech Seed Fund II 3.2% limited partnership interest (acquired 4-28-00 thru 2-23-05)	678,621	74,000
TOTAL INVESTMENTS			$ 76,242,107	$ 616,368,293

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CAPITAL SOUTHWEST CORPORATION AND SUBSIDIARIES

CONSOLIDATED SCHEDULE OF INVESTMENTS

March 31, 2014

Company	Equity [a]	Investment [b]	Cost	Value [c]
***†ALAMO GROUP INC.** **Seguin, Texas** Tractor-mounted mowing and mobile excavation equipment for governmental, industrial and agricultural markets; street-sweeping and snow removal equipment for municipalities.	22.0%	‡2,831,300 shares of common stock (acquired 4-1-73 thru 5-09-13)	$ 2,190,937	$ 153,824,529
ATLANTIC CAPITAL BANCSHARES, INC **Atlanta, Georgia** Holding company of Atlantic Capital Bank, a full service commercial bank.	1.9%	300,000 shares of common stock (acquired 4-10-07)	3,000,000	3,817,000
¥BALCO, INC. **Wichita, Kansas** Specialty architectural products used in the construction and remodeling of commercial and institutional buildings.	95.7%	445,000 shares of common stock and 60,920 shares Class B non-voting common stock (acquired 10-25-83 and 5-30-02)	624,920	4,500,000
***BOXX TECHNOLOGIES, INC.** **Austin, Texas** Workstations for computer graphic imaging and design.	14.9%	3,125,354 shares of Series B Convertible Preferred Stock, convertible into 3,125,354 shares of common stock at $0.50 per share (acquired 8-20-99 thru 8-8-01)	1,500,000	1,040,000
¥ CAPSTAR HOLDINGS CORPORATION **Dallas, Texas** Acquires holds and manages real estate for potential development and sale.	100%	500 shares of common stock (acquired 6-10-10) and 1,000,000 shares of preferred stock (acquired 12-17-12)	4,703,619	7,514,000
CINATRA CLEAN TECHNOLOGIES, INC. **Houston, Texas** Cleans above ground oil storage tanks with a patented, automated system.	76.2%	12% subordinated secured promissory note, due 5-9-16 (acquired 5-19-10 thru 10-20-10)	779,278	1
		12% subordinated secured promissory note, due 5-9-17 (acquired 5-9-11 thru 10-26-11)	2,285,700	1
		12% subordinated secured promissory note, due 3-31-17 (acquired 9-9-11 and 10-26-11)	1,523,800	1
		10% subordinated secured promissory note, due 5-9-17 (acquired 7-14-08 thru 4-28-10)	921,588	1
		12% subordinated secured promissory note, due 10-31-17 (acquired 10-19-12)	499,997	1
		12% subordinated secured promissory note, due 9-30-14 (acquired 7-25-13)	1,157,850	1
		12% subordinated secured promissory note, due 9-30-14 (acquired 2-19-14)	152,394	1

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CAPITAL SOUTHWEST CORPORATION AND SUBSIDIARIES

CONSOLIDATED SCHEDULE OF INVESTMENTS

March 31, 2014

Company	Equity (a)	Investment (b)	Cost	Value (c)
		9,891,578 shares of Series A Convertible Preferred Stock, convertible into 9,891,578 shares of common stock at $1.00 per share (acquired 7-14-08 thru 3-15-14)	9,891,578	1
		Warrants to purchase 1,436,499 shares of common stock at $1.00 per share, expiring 10-31-2027 (acquired 5-9-11 thru 10-19-12)	–	–
			17,212,185	8
DEEPWATER CORROSION SERVICES, INC. **Houston, Texas** Full-service corrosion control company providing the oil and gas industry with expertise in cathodic protection and asset integrity management.	31.3%	127,004 shares of Series A convertible preferred stock, convertible into 127,004 shares of common stock at $1.00 per shares (acquired 4-9-13)	8,000,000	8,000,000
¥DISCOVERY ALLIANCE, LLC **Dallas, Texas** Provides services related to intellectual property protection and development.	90%	90.0% limited liability company interest (acquired 9-12-08 thru 10-15-12)	1,315,000	400,000
***†ENCORE WIRE CORPORATION** **McKinney, Texas** Electric wire and cable for residential, commercial and industrial construction use.	6.2%	‡1,312,500 shares of common stock (acquired 9-10-92 thru 10-15-98)	5,200,000	63,590,625
iMEMORIES, INC. **Scottsdale, Arizona** Enables online video and photo sharing and DVD creation for home movies and photos recorded in analog and digital formats.	23.3%	17,391,304 shares of Series B Convertible Preferred Stock, convertible into 19,891,304 shares of common stock at $0.23 per share (acquired 7-10-09)	4,000,000	2
		4,684,967 shares of Series C Convertible Preferred Stock, convertible into 4,684,967 shares of common stock at $0.23 per share (acquired 7-20-11)	1,078,479	994,000
		Warrants to purchase 8,396,000 shares of common stock at $0.12 per share, expiring 7-31-14 (acquired 9-13-10 thru 3-15-13)	–	–
		10% convertible notes, $308,000 principal due 7-31-14 (acquired 9-7-12)	308,000	308,000
		10% convertible notes, $880,000 principal due 7-31-14 (acquired from 3-15-13 to 9-26-13)	880,000	880,000
			6,266,479	2,182,002

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CAPITAL SOUTHWEST CORPORATION AND SUBSIDIARIES

CONSOLIDATED SCHEDULE OF INVESTMENTS

March 31, 2014

Company	Equity [(a)]	Investment [(b)]	Cost	Value [(c)]
INSTAWARES HOLDING COMPANY, LLC **Atlanta, Georgia** Provides services and distributes equipment and supplies to the restaurant industry via its five subsidiary companies.	4.3%	3,846,154 Class D Convertible Preferred Stock (acquired 5-20-11)	5,000,000	3,354,000
KBI BIOPHARMA, INC. **Durham, North Carolina** Provides fully-integrated, outsourced drug development and bio-manufacturing services.	17.1%	10,204,082 shares of Series B-2 Convertible Preferred Stock, convertible into 10,204,802 shares of common stock at $0.49 per share (acquired 9-08-09)	5,000,000	7,000,000
		Warrants to purchase 94,510 shares of Series B preferred stock at $ 0.70 per share, acquired 1-26-12	-	-
			5,000,000	7,000,000
¥MEDIA RECOVERY, INC. **Dallas, Texas** Distributor of computer datacenter and office automation supplies and accessories; manufactures and distributes devices used to monitor and manage intransit inventory and dunnage products for protecting shipments.	97.9%	800,000 shares of Series A Convertible Preferred Stock, convertible into 800,000 shares of common stock at $1.00 per share (acquired 11-4-97)	800,000	4,000,000
		4,000,002 shares of common stock (acquired 11-4-97)	4,615,000	19,900,000
			5,415,000	23,900,000
¥THE RECTORSEAL CORPORATION **Houston, Texas** Specialty chemicals, tools and products for plumbing, HVAC, electrical, construction, industrial, and oil field; smoke containment systems for building fires; also owns 20% of The Whitmore Manufacturing Company.	100.0%	27,907 shares of common stock (acquired 1-5-73 and 3-31-73)	52,600	275,800,000
TITANLINER, INC. **Midland, Texas** Manufactures, installs and rents spill containment system for oilfield applications.	31.2%	217,038 shares of Series A Convertible Preferred Stock convertible into 217,038 shares of Series A Preferred Stock at $14.76 per share (acquired 6-29-12)	3,203,000	1
		7% senior subordinated secured promissory note, due 6-30-17 (acquired 6-29-12)	2,747,000	1,519,000
		Warrants to purchase 122,239 shares of Series A Preferred Stock at $ 0.01 per share, expiring 12-31-22	-	-
			5,950,000	1,519,001

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CAPITAL SOUTHWEST CORPORATION AND SUBSIDIARIES

CONSOLIDATED SCHEDULE OF INVESTMENTS

March 31, 2014

Company	Equity [(a)]	Investment [(b)]	Cost	Value [(c)]
TRAX HOLDINGS, INC. **Scottsdale, Arizona** Provides a comprehensive set of solutions to improve the validation, accounting and payment of transportation-related invoices.	28.4%	475,430 shares of Series B convertible Preferred Stock convertible into 475,430 shares of common stock at $8.41 per share (acquired 12-5-12)	4,000,000	7,700,000
		1,061,279 shares of Series A Convertible Preferred Stock, convertible into 1,061,279 shares of common stock at $4.71 per share (acquired 12-8-08 and 2-17-09)	5,000,000	13,300,000
			9,000,000	21,000,000
***WELLOGIX, INC.** **Houston, Texas** Formerly a developer and supporter of business process software used by the oil and gas industry.	19.0%	4,788,371 shares of Series A-1 Convertible Participating Preferred Stock, convertible into 4,788,371 shares of common stock at $1.04 per share (acquired 8-19-05 thru 6-15-08)	5,000,000	25,000
¥THE WHITMORE MANUFACTURING COMPANY **Rockwall, Texas** Specialized surface mining, railroad and industrial lubricants; coatings for automobiles and primary metals; fluid contamination control devices.	80.0%	80 shares of common stock (acquired 8-31-79)	1,600,000	88,500,000
MISCELLANEOUS	–	Ballast Point Ventures II, L.P. 2.2% limited partnership interest (acquired 8-4-08 thru 2-15-13)	2,334,790	3,167,000
	–	BankCap Partners Fund I, L.P. 5.5% limited partnership interest (acquired 7-14-06 thru 11-16-12)	6,000,000	5,385,000
	–	†Capitala Finance Corporation 108,105 shares of common stock (acquired 9-25-13)	1,363,799	2,083,183
	–	CapitalSouth Partners Fund III, L.P. 1.9% limited partnership interest (acquired 1-22-08 and 11-16-11)	467,457	237,000
	–	Diamond State Ventures, L.P. 1.4% limited partnership interest (acquired 10-12-99 thru 8-26-05)	-	16,000

†Publicly-owned company ¥ Control investment * Affiliated investment ‡Unrestricted securities as defined in Note (a)

The accompanying Notes are an integral part of these Consolidated Financial Statements.

CAPITAL SOUTHWEST CORPORATION AND SUBSIDIARIES

CONSOLIDATED SCHEDULE OF INVESTMENTS

March 31, 2014

Company	Equity [(a)]	Investment [(b)]	Cost	Value [(c)]
	–	First Capital Group of Texas III, L.P. 3.0% limited partnership interest (acquired 12-26-00 thru 8-12-05)	778,895	117,000
	100%	¥Humac Company 1,041,000 shares of common stock (acquired 1-31-75 and 12-31-75)	–	210,000
	–	†North American Energy Partners, Inc. 77,194 shares of common stock (acquired 8-20-12)	236,986	555,797
	–	STARTech Seed Fund II 3.2% limited partnership interest (acquired 4-28-00 thru 2-23-05)	754,327	183,000
TOTAL INVESTMENTS			$ 98,966,994	$ 677,920,145

†Publicly-owned company ¥ Control investment * Affiliated investment ‡Unrestricted securities as defined in Note (a)

The accompanying Notes are an integral part of these Consolidated Financial Statements.

Notes to Consolidated Schedule of Investments

a) Equity

The percentages in the "Equity" column express equity interests held in each issuer collectively by each of Capital Southwest Corporation and its wholly-owned subsidiary, Capital Southwest Venture Corporation (together with Capital Southwest Corporation, the "Company"). Each percentage represents the amount of the issuer's common stock owned by the Company or which the Company has the right to acquire as a percentage of the issuer's total outstanding common stock, on a fully diluted basis.

(b) Investments

Unrestricted securities (indicated by ‡) are freely marketable securities having readily available market quotations. All other securities are restricted securities, which are subject to one or more restrictions on resale and are not freely marketable. At September 30, 2014 and March 31, 2014, restricted securities represented approximately 81.1% and 67.5%, respectively, of the value of the consolidated investment portfolio.

Our investments are carried at fair value in accordance with the Investment Company Act of 1940 (the "1940 Act") and FASB Accounting Standards Codification ("ASC") 820, Fair Value Measurements and Disclosures. In accordance with the 1940 Act, unrestricted minority-owned publicly traded securities, for which the market quotations are readily available, are valued at the closing sale price for the NYSE listed securities and the lower of the closing bid price or the last sale price for NASDAQ securities on the valuation date. Privately held securities are valued as determined in good faith by our Board of Directors.

ASC 820 defines fair value in terms of the price that would be received upon the sale of an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date and excludes transaction costs. Under ASC 820, the fair value measurement also assumes that the transaction to sell an asset occurs in the principal market for the asset or, in the absence of a principal market, the most advantageous market for the asset. The principal market is the market in which the reporting entity would sell or transfer the asset with the greatest volume and level of activity for the asset. In determining the principal market for an asset or liability under ASC 820, it is assumed that the reporting entity has access to the market as of the measurement date.

(c) Value

Debt Securities are generally valued on the basis of the price the security would command in order to provide a yield-to-maturity equivalent to the present yield of comparable debt instruments of similar quality. Issuers whose debt securities are judged to be of poor quality and doubtful collectability may instead be valued by assigning percentage discounts commensurate with the quality of such debt securities. Debt securities may also be valued based on the resulting value from the sale of the business at the estimated fair market value.

Partnership interests, preferred equity and common equity, including unrestricted marketable securities, are valued at the closing sale price for the NYSE listed securities and the lower of the closing bid price or the last sale price for NASDAQ securities on the valuation date. For those without a principal market, our Board of Directors considers the financial condition and operating results of the issuer; the long-term potential of the business of the issuer; the market for and recent sales prices of the issuer's securities; the values of similar securities issued by companies in similar businesses; and the proportion of the issuer's securities owned by the Company. Investments in certain entities that calculate net asset value per share (or its equivalent) and for which fair market value is not readily determinable are valued using the net asset value per share (or its equivalent, such as member units or ownership interest in partners' capital to which a proportionate share of net assets is attributed) of the investment.

Equity warrants are valued on the basis of the Black-Scholes model which defines the market value of a warrant in relation to the market price of the underlying common stock, share price volatility, and time to maturity.

(d) Agreements between Certain Issuers and the Company

Agreements between certain issuers and the Company provide that the issuer will bear substantially all costs in connection with the Company disposing of such common stock, including those costs involved in registration under the Securities Act of 1933, but excluding underwriting discounts and commissions. These agreements cover common stock owned at September 30, 2014 and common stock which may be acquired thereafter through the exercise of warrants and conversion of debentures and preferred stock. They apply to restricted securities of all issuers in the investment portfolio of the Company, except for securities of the Whitmore Manufacturing Company.

(e) Descriptions and Ownership Percentages

The descriptions of the companies and ownership percentages shown in the Consolidated Schedule of Investments were obtained from published reports and other sources believed to be reliable. Acquisition dates indicated are the dates specific securities were acquired, which may differ from the original investment dates. Certain securities were received in exchange for or upon conversion or exercise of other securities previously acquired.

Notes to Consolidated Financial Statements

1. ORGANIZATION AND BASIS OF PRESENTATION

Organization

Capital Southwest Corporation (“CSWC”) is a publicly traded investment company whose objective is to achieve capital appreciation through long-term investments in privately held businesses. Our investment interests are focused on acquisitions and investments in a broad range of industry segments. We were organized as a Texas corporation on April 19, 1961. Until September 1969, CSWC operated as a licensee under the Small Business Investment Act of 1958. At that time, we transferred to our wholly-owned subsidiary, Capital Southwest Venture Corporation ("CSVC"), certain assets and our license as a small business investment company ("SBIC"). CSVC is a closed-end, non-diversified investment company registered under the Investment Company Act of 1940, as amended (the “1940 Act”). Prior to March 30, 1988, CSWC was registered as a closed-end, non-diversified investment company under the 1940 Act. On that date, CSWC elected to become a Business Development Company (“BDC”) subject to the provisions of the 1940 Act, as amended by the Small Business Incentive Act of 1980. Because CSWC wholly owns CSVC, the portfolios of both CSWC and CSVC are referred to collectively as “our,” “we” and “us.” Capital Southwest Management Company (“CSMC”), a wholly-owned subsidiary of CSWC, is the management company for CSWC and CSVC. CSMC generally incurs all normal operating and administrative expenses, including, but not limited to, salaries and related benefits, rent, equipment and other administrative costs required for its day-to-day operations.

Our portfolio consists of private companies in which we have controlling interests, private companies in which we have minority interests and marketable securities of publicly traded companies. We make available significant managerial assistance to the companies in which we invest and believe that providing managerial assistance to such investee companies is critical to their business development activities. CSMC receives a monthly fixed fee for management services provided to certain of its controlled portfolio companies.

Basis of Presentation

The consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the United States of America (GAAP). Under rules and regulations applicable to investment companies, we are precluded from consolidating any entity other than another investment company. An exception to this general principle occurs if the investment company has an investment in an operating company that provides services to the investment company. Accordingly, consolidated financial statements include CSMC, our management company.

Portfolio Investment Classification

We classify our investments in accordance with the requirements of the 1940 Act. Under the 1940 Act, “Control Investments” are defined as investments in which we own more than 25% of the voting securities or have rights to maintain greater than 50% of the board representation; “Affiliated Investments” are defined as investments in which we own between 5% and 25% of the voting securities; and “Non-Control/Non-Affiliated Investments” are defined as investments that are neither “Control Investments” nor “Affiliated Investments.”

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The following is a summary of significant accounting policies followed in the preparation of the consolidated financial statements of CSWC.

Fair Value Measurements. ASC Topic 820 (1) creates a single definition of fair value, (2) establishes a framework for measuring fair value, and (3) expands disclosure requirements about items measured at fair value. This statement applies to both items recognized and reported at fair value in the financial statements and items disclosed at fair value in the notes to the financial statements. The Statement does not change existing accounting rules governing what can or what must be recognized and reported at fair value in our financial statements, or disclosed at fair value in our notes to financial statements. Additionally, ASC Topic 820 does not eliminate practicability exceptions that exist in accounting pronouncements amended by this Statement when measuring fair value.

Fair value is generally determined based on quoted market prices in the active markets for identical assets or liabilities. If quoted market prices are not available, we use valuation techniques that place greater reliance on observable inputs and less reliance on unobservable inputs. Due to the inherent uncertainty in the valuation process, our estimate of fair value may differ materially from the values that would have been used had a ready market for the securities existed. In addition, changes in the market environment, portfolio company performance and other events may occur over the lives of the investments that may cause the gains or losses ultimately realized on these investments to be materially different than the valuations currently assigned. We determine the fair value of each individual investment and record changes in fair value as unrealized appreciation or depreciation.

Pursuant to our internal valuation process, each portfolio company is valued once a quarter. In addition to our internal valuation process, our Board of Directors retains a nationally recognized firm to provide limited scope third party valuation services on certain portfolio investments. Our Board of Directors retained Duff & Phelps to provide limited scope third party valuation services on three investments comprising 57.3% of our net asset value at March 31, 2014.

We believe our investments at September 30, 2014 and March 31, 2014 approximate fair value as of those dates based on the markets in which we operate and other conditions in existence at those reporting periods.

Investments. Investments are stated at fair value determined by our Board of Directors as described in Notes to the Consolidated Schedule of Investments and Note 3 below. The average cost method is used in determining cost of investments sold. Investments are recorded on a trade date basis.

Cash and Cash Equivalents. Cash and cash equivalents consist of highly liquid investments with an original maturity of three months or less at the date of purchase. Cash and cash equivalents are carried at cost, which approximates fair value.

Segment Information. We operate and manage our business in a single segment. As an investment company, we invest in portfolio companies in various industries and geographic areas as presented in the Consolidated Schedule of Investments.

Use of Estimates. The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

Interest and Dividend Income. Interest and dividend income is recorded on an accrual basis to the extent amounts are expected to be collected. Dividend income is recorded at the ex-dividend date for marketable securities and restricted securities. In accordance with our valuation policy, accrued interest and dividend income is evaluated periodically for collectability. When we do not expect the debtor to be able to service all of its debt or other obligations, we will generally establish a reserve against interest income, thereby placing the loan or debt security's status on a non-accrual basis, and cease to recognize interest income on that loan or debt security until the borrower has demonstrated the ability and intent to pay contractual amounts due. If a loan or debt security's status significantly improves regarding ability to service debt or other obligations, it will be restored to accrual basis.

Federal Income Taxes. CSWC and CSVC have elected and intend to comply with the requirements of the Internal Revenue Code ("IRC") necessary to qualify as regulated investment companies ("RICs"). By meeting these requirements, they will not be subject to corporate federal income taxes on ordinary income distributed to shareholders. In order to comply as a RIC, each company is required to timely distribute to its shareholders at least 90% of investment company taxable income, as defined by the IRC, each year. Investment company taxable income generally differs from net income for financial reporting purposes due to temporary and permanent differences in the recognition of income and expenses. Investment company taxable income generally excludes net unrealized appreciation or depreciation, as investment gains and losses are not included in investment company taxable income until they are realized.

In addition to the requirement that we must annually distribute at least 90% of our investment company taxable income, we may either distribute or retain our realized net capital gains from investments, but any net capital gains not distributed may be subject to corporate level tax. During the six months ended September 30, 2014, we did not distribute any capital gain dividends to our shareholders. When we retain the capital gains, they are classified as a "deemed distribution" to our shareholders and are subject to our corporate tax rate of 35%. As an investment company that qualifies as a RIC under the IRC, federal income taxes payable on security gains that we elect to retain are accrued only on the last day of our tax year, December 31. Any capital gains actually distributed to shareholders are generally taxable to the shareholders as long-term capital gains. See Note 4 for further discussion.

CSMC, a wholly-owned subsidiary of CSWC, is not a RIC and is required to pay taxes at the current corporate rate of 35%.

We account for interest and penalties as part of operating expenses. There were no interest or penalties incurred during six months ended September 30, 2014 and 2013.

Deferred Taxes. CSMC sponsors a qualified defined benefit pension plan which covers its employees and employees of certain wholly-owned portfolio companies. In addition, CSMC records phantom stock options and bonus accruals on a quarterly basis. Deferred taxes related to the qualified defined pension plan, phantom stock options and bonus accruals are recorded as incurred.

Stock-Based Compensation. We account for our stock-based compensation using the fair value method, as prescribed by ASC 718, *Compensation – Stock Compensation*. Accordingly, we recognize stock-based compensation cost over the straight-line method for all share-based payment awards granted to employees. The fair value of stock options are determined on the date of grant using the Black-Scholes pricing model and are expensed over the vesting period of the related stock options. For restricted stock awards, we measured the grant date fair value based upon the market price of our common stock on the date of the grant and will amortize this fair value to share based compensation expense over the vesting term. For phantom stock options, the option value of phantom stock awards is calculated based on our net asset value. We value the plan each quarter and either increase or decrease the liability based on the phantom option value. See Note 6 for further discussion.

Retirement Plans. We record annual amounts relating to the pension plans based on calculations and various actuarial assumptions. Material changes in pension costs could occur due to changes in the discount rate, the expected long-term rate of return, mortality tables, and in the level of contributions to the plans and other factors. The funded status of the qualified plan is the difference between the fair value of plan assets and the benefit obligation. We recognize changes in the funded status of the qualified plan in the Statement of Assets and Liabilities in the year in which the changes occur and measure its assets and obligations as of the date of the employer's fiscal year-end. In addition, CSWC also sponsors an unfunded Retirement Restoration Plan, which is a nonqualified plan that provides for the payment, upon retirement, of the difference between the maximum annual payment permissible under the qualified retirement plan pursuant to Federal limitations and the amount which would otherwise have been payable under the qualified plan. We presently use March 31 as the measurement date for retirement plans.

Concentration of Risk. We place our uninvested cash in financial institutions, and such balances may be in excess of the federally insured limits.

3. INVESTMENTS

We record our investments at fair value as determined in good faith by our Board of Directors in accordance with GAAP. When available, we base the fair value of our investments on directly observable market prices or on market data derived for comparable assets. For all other investments, inputs used to measure fair value reflect management's best estimate of assumptions that would be used by market participants in pricing the investments in a hypothetical transaction.

The levels of fair value inputs used to measure our investments are characterized in accordance with the fair value hierarchy established by ASC. We use judgment and consider factors specific to the investment in determining the significance of an input to a fair value measurement. While management believes our valuation methodologies are appropriate and consistent with market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different estimate of fair value at the reporting date. The three levels of the fair value hierarchy and investments that fall into each of the levels are described below:

- *Level 1:* Investments whose values are based on unadjusted quoted prices in active markets for identical assets or liabilities that we have the ability to access. We use Level 1 inputs for publicly traded unrestricted securities. Such investments are valued at the closing price for NYSE listed securities and at the lower of the closing bid price or the closing sale price for NASDAQ securities on the valuation date.

- *Level 2:* Investments whose values are based on observable inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly or indirectly. These inputs may include quoted prices for the identical instrument in non-active markets, quoted prices for similar instruments in active markets and similar data. We did not value any of our investments using Level 2 inputs as of September 30, 2014.

- *Level 3:* Investments whose values are based on prices or valuation techniques that require inputs that are both unobservable and significant to the overall fair value measurement. These inputs reflect management's own assumptions about the assumptions a market participant would use in pricing the investment. We used Level 3 inputs for measuring the fair value of approximately 81.1% of our investments as of September 30, 2014. See "Notes to Consolidated Schedule of Investments" (c) on page 16 for the investment policy used to determine the fair value of these investments.

As required by ASC 820, when the inputs used to measure fair value fall within different levels of the hierarchy, the level within the fair value measurement is categorized based on the lowest level input that is significant to the fair value measurement which may include inputs that are observable (Levels 1 and 2) and unobservable (Level 3). Therefore, gains and losses for such investments categorized within the Level 3 table below may include changes in fair value that are attributable to both observable inputs (Levels 1 and 2) and unobservable (Level 3). We conduct reviews of fair value hierarchy classifications on a quarterly basis. Changes in the observability of valuation inputs may result in a reclassification of certain investments.

Unobservable inputs are those inputs for which little or no market data exists and, therefore, require an entity to develop its own assumptions. The fair value determination of each portfolio company requires one or more of the following unobservable inputs:

- Financial information obtained from each portfolio company, including audited and unaudited statements of operations and balance sheets for the most recent period available as compared to budgeted numbers;
- Current and projected financial condition of the portfolio company;
- Current and projected ability of the portfolio company to service its debt obligations;
- Projected operating results of the portfolio company;
- Current information regarding any offers to purchase the investment or recent private sales transactions;
- Current ability of the portfolio company to raise any additional financing as needed;
- Change in the economic environment which may have a material impact on the operating results of the portfolio company;
- Qualitative assessment of key management;
- Contractual rights, obligations or restrictions associated with the investment; and
- Other factors deemed relevant.

Preferred Stock and Common Stock

The significant unobservable inputs used in the fair value measurement of our equity securities are EBITDA multiples, revenue multiples, net book values, tangible book value multiples, and the weighted average costs of capital (“WACC”). Generally, increases or decreases in EBITDA or revenue multiple inputs result in a higher or lower fair value measurement, respectively. Generally, increases or decreases in WACC result in a lower or higher fair value measurement, respectively. However, due to the nature of certain investments, fair value measurements may be based on other criteria, such as third party-appraisals. For recent investments, we generally rely on our cost basis to determine the fair value unless fair value is deemed to have departed from this level.

Debt Securities

The significant unobservable inputs used in the fair value measurement of our debt securities are risk adjusted discount factors used in the yield valuation technique and probability of principal recovery. A significant increase or decrease in any of these valuation inputs in isolation would result in a significantly lower or higher fair value measurement. However, due to the nature of certain investments, fair value measurements may be based on other criteria, such as third party inputs.

Limited Partnership or Limited Liability Company Interests

For recent investments, we generally evaluate limited partnership or limited liability company interests at cost, which is deemed to represent market value, unless or until there is substantive evidence that cost does not correspond to fair value. Thereafter, these securities are generally valued at our percentage interest of the fund or company's calculated net asset value, unless there is substantive evidence that the net asset value does not correspond to fair value. All investments of each fund are valued by each fund in accordance with ASC 820.

The table below presents the valuation technique and quantitative information about the significant unobservable inputs utilized by the Company to value our Level 3 investments as of September 30, 2014 and March 31, 2014. Unobservable inputs are those inputs for which little or no market data exists and therefore require an entity to develop its own assumptions. The table is not intended to be all inclusive, but instead captures the significant unobservable inputs relevant to our determination of fair value

Type	**Valuation Technique**	**Fair Value at 9/30/2014 (in millions)**	**Unobservable Input**	**Range**	**Weighted Average**
Preferred & Common Equity	Market Approach	$ 453	EBITDA Multiple	2.00x – 7.75x	7.14x
	Market Approach	20.9	Revenue Multiple	0.42x – 2.46x	2.46x
	Market Approach	9.3	Cash and Asset Value	NA	NA
	Market Approach	3.5	Multiple of Tangible Book Value	1.37x	1.37x
	Market Approach	0.2	Market Value of Held Securities	NA	NA
		486.9			
Warrants	Black Scholes Pricing Model	1.2	Stock Price	$ 0.00-$9.87	$ 9.87
Debt	Liquidation Value	0.5	Cash and Asset Value	NA	NA
	Market Approach	2.8	Face Value	NA	NA
		3.3			
Partnership Interests	Net Asset Value	8.2	Fund Value	NA	NA
	Total	**$ 499.6**			

Type	Valuation Technique	Fair Value at 3/31/2014 (in millions)	Unobservable Input	Range	Weighted Average
Preferred & Common Equity	Market Approach	$ 404.1	EBITDA Multiple	3.50x – 7.78x	7.00x
	Market Approach	22.0	Revenue Multiple	1.53x – 2.50x	2.46x
	Market Approach	8.0	Recent Transaction Price	NA	NA
	Market Approach	7.6	Cash and Asset Value	NA	NA
	Market Approach	3.8	Multiple of Tangible Book Value	1.54x	1.54x
	Market Approach	0.2	Market Value of Held Securities	NA	NA
		445.7			
Debt	Discounted Cash Flow	1.5	Discount Rate	11.69%	11.69%
	Recent Transaction Price	1.2	Recent Transaction Price	NA	NA
Partnership Interests		2.7			
	Net Asset Value	9.5	Fund Value	NA	NA
	Total	**$ 457.9**			

*All funds are valued in accordance with ASC 820.

As of September 30, 2014 and March 31, 2014, 81.1% and 67.5%, respectively, of our portfolio investments were categorized as Level 3.

The following fair value hierarchy tables set forth our investment portfolio by level as of September 30, 2014 and March 31, 2014 (in millions):

		Fair Value Measurements at September 30, 2014 Using		
Asset Category	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Debt	$ 3.3	$ –	$ –	$ 3.3
Partnership Interests	8.2	–	–	8.2
Preferred Equity	50	–	–	50
Common Equity	553.7	116.8	–	436.9
Warrants	1.2	–	–	1.2
Total Investments	$ 616.4	$ 116.8	$ –	$ 499.6

		Fair Value Measurements at March 31, 2014 Using		
Asset Category	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Debt	$ 2.7	$ –	$ –	$ 2.7
Partnership Interests	9.5	–	–	9.5
Preferred Equity	47.0	–	–	47.0
Common Equity	618.7	220.0	–	398.7
Total Investments	$ 677.9	$ 220.0	$ –	$ 457.9

The following table provides a summary of changes in the fair value of investments measured using Level 3 inputs during the six months ended September 30, 2014 (in millions):

	Fair Value 3/31/14	Net Unrealized Appreciation (Depreciation)	New Investments	Divestitures	Conversion of Security from Debt to Equity	Fair Value at 9/30/2014
Debt	$ 2.7	$ 0.6	$ −	$ −	$ −	$ 3.3
Partnership Interests	9.5	0.1	−	(1.4)	−	8.2
Warrants	−	1.2	−	−	−	1.2
Preferred Equity	47.0	3.0	−	−	−	50.0
Common Equity	398.7	38.2	−	−	−	436.9
Total Investments	$ 457.9	$ 43.1	$ −	$ (1.4)	$ −	$ 499.6

4. INCOME TAXES

We operate to qualify as a RIC under Subchapter M of the IRC and have a calendar tax year end of December 31. In order to qualify as a RIC, we must annually distribute at least 90% of our investment company taxable income, as defined by the IRC, to our shareholders in a timely manner. Investment company income generally includes net short-term capital gains but excludes net long-term capital gains. A RIC is not subject to federal income tax on the portion of its ordinary income and long-term capital gains that are distributed to its shareholders, including “deemed distributions” discussed below. As permitted by the Code, a RIC can designate dividends paid in the subsequent tax year as dividends of current year ordinary income and net long-term gains if those dividends are both declared by the extended due date of the RIC’s federal income tax return and paid to shareholders by the last day of the subsequent tax year.

We have distributed or intend to distribute sufficient dividends to eliminate taxable income for our completed tax years. If we fail to satisfy the 90% distribution requirement or otherwise fail to qualify as a RIC in any tax year, we would be subject to tax in such year on all of our taxable income, regardless of whether we made any distributions to our shareholders. For the tax years ended December 31, 2013 and 2012, we declared and paid ordinary dividends in the amounts of $3,049,614 and $3,025,032, respectively.

Additionally, we are subject to a nondeductible federal excise tax of 4% if we do not distribute at least 98% of our investment company ordinary taxable income before the end of our tax year. For the tax years ended December 31, 2013 and 2012, we distributed 100% of our investment company ordinary taxable income. As a result, we have made no tax provisions for income taxes on ordinary taxable income for the tax years ended December 31, 2013 and 2012.

A RIC may elect to retain its long-term capital gains by designating them as “deemed distribution” to its shareholders and paying a federal tax rate of 35% on the long-term capital gains for the benefit of its shareholders. Shareholders then report their share of the retained capital gains on their income tax returns as if it had been received and report a tax credit for tax paid on their behalf by the RIC. Shareholders then add the amount of the “deemed distribution” net of such tax, to the basis of their shares.

During our tax year ended December 31, 2013, we sold 9,317,310 shares of common stock of Heelys, Inc. to Sequential Brands Group, Inc. and generated cash proceeds of $20,963,948 and a capital gain of $20,861,458. Subsequently, we distributed and paid $0.69 per share or $10,474,932 of Heely’s gain to our shareholders on March 28, 2013. For the tax year ended December 31, 2013, we had net long-term capital gains of $10,819,079 for tax purposes and $10,491,526 for book purposes, which we elected to retain and treat as deemed distributions to our shareholders.

In order to make the election to retain capital gains, we incurred federal taxes on behalf of our shareholders in the amount of $3,786,678 for the tax year ended December 31, 2013. For the tax year ended December 31, 2012, we incurred federal taxes on behalf of our shareholders in the amount of $1,125,092.

For the quarter ended September 30, 2014 and 2013, CSWC and CSVC qualified to be taxed as RICs. We intend to meet the applicable qualifications to be taxed as a RIC in future years. Management feels it is probable that we will maintain our RIC status for a period longer than one year. However, either company's ability to meet certain portfolio diversification requirements of RICs in future years may not be controllable by such company.

CSMC, a wholly-owned subsidiary of CSWC, is not a RIC and is required to pay taxes at the current corporate rate. CSMC sponsors a qualified defined benefit pension plan which covers its employees and employees of certain wholly-owned portfolio companies. In addition, CSMC records phantom stock option and bonus accruals on a quarterly basis. Deferred taxes related to the qualified defined benefit pension plan and phantom stock option and bonus accruals are recorded as incurred. As of September 30, 2014, CSMC has a deferred tax liability of $2,189,383.

5. ACCUMULATED NET REALIZED GAINS (LOSSES) ON INVESTMENTS

Distributions made by RICs often differ from aggregate GAAP-basis undistributed net investment income and accumulated net realized gains (total GAAP-basis net realized gains). The principal cause is that required minimum fund distributions are based on income and gain amounts determined in accordance with federal income tax regulations, rather than GAAP. The differences created can be temporary, meaning that they will reverse in the future, or they can be permanent. In subsequent periods, when all or a portion of a temporary difference becomes a permanent difference, the amount of the permanent difference will be reclassified to "additional capital."

We incur federal taxes on behalf of our shareholders as a result of our election to retain long-term capital gains. We had $44,708,977 of accumulated long term capital gains at September 30, 2014 and $14,029,087 of accumulated long term capital gains at March 31, 2014.

6. EXECUTIVE COMPENSATION PLAN

On August 28, 2014, our Board of Directors adopted an executive compensation consisting of grants of nonqualified stock options, restricted stock and cash incentive awards to executive officers of the Company that is intended to align the compensation of the Company's executive officers with the Company's key strategic objective of increasing the market value of the Company's shares through a transformative transaction for the benefit of the Company's shareholders. Under the plan, Joseph B. Armes, Chief Executive Officer, Kelly Tacke, Chief Financial Officer, and Bowen S. Diehl, Chief Investment Officer, will receive an amount equal to six percent of the aggregate appreciation in the Company's share price from August 28, 2014 (using a base price of $36.16 per share) to the date of the transformative transaction (such transaction, the "Trigger Event," the transaction date, the "Trigger Event Date" and such payment amount, the "Total Payout Amount"). The value accretion will include the value of any distributions to the Company shareholders, including any capital stock spun-off to the Company shareholders. As to any payout up to $22.5 million, one-third of the payout will be allocated to each such officer, with any payout in excess of $22.5 million to be allocated as follows: Mr. Armes-- 50%, Ms. Tacke--25% and Mr. Diehl--25%. The initial plan component consists of nonqualified options awarded to purchase 259,000 shares of common stock at an exercise price of $36.60 per share. The second plan component consists of awards of 127,000 shares of restricted stock, which have voting rights but do not have cash dividend rights. The final plan component consists of cash incentive payments awarded to each of Mr. Armes, Ms. Tacke and Mr. Diehl in an amount equal to the excess of each awardee's allocable portion of the Total Payment Amount over the aggregate value as of the Trigger Event Date of the awardee's restricted common stock and nonqualified option awards under the plan. The awards shall vest and be exercisable as follows: (i) 1/3 on the Trigger Event Date; (ii) 1/3 on the first anniversary of the Trigger Event Date; and (iii) 1/3 on the second anniversary of the Trigger Event Date. Entitlement to such awards is conditioned on the awardee remaining in the employment of the Company or its subsidiaries on the vesting date, or in the event the employment of the awardee is transferred to a Company subsidiary spun-off to the Company's shareholders, continuing employment by such spun-off subsidiary. The Company, however, reserves the right, in its sole discretion, to terminate the cash incentive award or to reduce the amount payable thereunder at any time prior to the Trigger Event Date.

7. STOCK BASED COMPENSATION PLANS

Stock Options

On July 20, 2009, shareholders approved our 2009 Stock Incentive Plan (the “2009 Plan”), which provides for the granting of stock options to employees and officers and authorizes the issuance of common stock upon exercise of such options for up to 560,000 shares. All options are granted at or above market price, generally expire up to 10 years from the date of grant and are generally exercisable on or after the first anniversary of the date of grant in five annual installments. Options to purchase 155,000 shares at $19.19 per share (market price at the time of grant) were granted on October 19, 2009. Additionally, options to purchase 80,000 shares at $23.95 per share (market price at time of grant) were granted on March 22, 2010, options to purchase 60,000 shares at $22.05 per share were granted on July 19, 2010 and options to purchase 40,000 shares at $24.23 per share were granted on July 18, 2011. Options to purchase 30,000 shares at $37.02 per share, 25,000 shares at $33.52 and 30,000 shares at $34.91 were granted on July 15, 2013, January 20, 2014 and March 17, 2014, respectively. On August 28, 2014, options to purchase 259,000 shares at $36.60 per share were granted under the previously mentioned executive compensation plan. These options will not begin to be exercisable or vest until the occurrence of previously mentioned transformative transaction under Note 6. In addition, our Board of Directors amended the 2009 Plan, as permitted pursuant to Section 18 of the 2009 Plan (the “First Amendment to the 2009 Plan”). The First Amendment to the 2009 Plan provides that an award agreement may allow an award to remain outstanding after a spin-off or change in control of one or more wholly-owned subsidiaries of the Company. At September 30, 2014, there are options to acquire 374,600 shares of common stock outstanding and options to acquire 4,000 shares of common stock available for grant under the 2009 Plan.

We previously granted stock options under our 1999 Stock Option Plan (the “1999 Plan”), as approved by shareholders on July 19, 1999. The 1999 Plan expired on April 19, 2009. Options previously granted under our 1999 Stock Option Plan and outstanding on July 20, 2009 continue in effect and are governed by the provisions of the 1999 Plan. All options granted under the 1999 Plan were granted at or above market price on the date of grant, generally expire up to 10 years from the date of grant and are generally exercisable on or after the first anniversary of the date of grant in five to ten annual installments. At September 30, 2014, there are options to acquire 38,000 shares of common stock outstanding under the 1999 Plan.

We recognize compensation cost over the straight-line method for all share-based payments granted on or after that date and for all awards granted to employees prior to April 1, 2006 that remain unvested on that date. The fair value of stock options are determined on the date of grant using the Black-Scholes pricing model and are expensed over the vesting period of the related stock options. Share-based compensation cost for stock options is measured based on the closing fair market value of our Company's common stock on the date of the grant. Accordingly, for the quarters ended September 30, 2014 and 2013, we recognized stock option compensation expense of $54,107 and $132,136, respectively. For the six months ended September 30, 2014 and 2013, we recognized stock option compensation expense of $127,210 and $275,297, respectively. We have not recognized any compensation expense related to the 259,000 options granted on August 28, 2014 as these options are subject to a contingent vesting mechanism.

As of September 30, 2014, the total remaining unrecognized compensation cost related to non-vested stock options was $720,192, which will be amortized over the weighted-average vesting period of approximately 2.6 years.

The following table summarizes the 2009 Plan and the 1999 Plan intrinsic price per option at grant date using the Black-Scholes pricing model:

			Black-Scholes Pricing Model Assumptions			
Date of Issuance		Weighted Average Fair Value	Expected Dividend Yield	Risk-Free Interest Rate	Expected Volatility	Expected Life (in years)
2009 Plan*						
July 18, 2011	$	8.27	0.83%	1.45%	40.0%	5
July 19, 2010	$	7.15	0.91%	1.73%	37.5%	5
March 22, 2010	$	8.14	0.84%	2.43%	37.8%	5
October 19, 2009	$	6.34	1.04%	2.36%	37.6%	5
July 15, 2013	$	11.82	0.54%	1.40%	36.1%	5
January 20, 2014	$	8.37	0.60%	1.64%	27.0%	5
March 17, 2014	$	7.04	0.57%	1.58%	21.1%	5
1999 Plan						
July 30, 2008	$	7.48	0.62%	3.36%	20.2%	5
July 21, 2008	$	6.84	0.67%	3.41%	20.2%	5
July 16, 2007	$	10.44	0.39%	4.95%	19.9%	5
July 17, 2006	$	8.26	0.61%	5.04%	21.2%	7
May 15, 2006	$	7.82	0.64%	5.08%	21.1%	7

* Excludes August 28, 2014 grant of options to purchase 259,000 shares of common stock at an exercise price of $36.60 as these options will not begin to be exercisable until the occurrence of a transformative transaction intended to increase the market value of the Company's equity for the benefit of shareholders and cannot be modeled under the Black-Scholes pricing model at this time.

The following table summarizes activity in the 2009 Plan and the 1999 Plan as of September 30, 2014:

	Number of Shares	Weighted Average Exercise Price
2009 Plan		
Balance at March 31, 2012	335,000	$ 21.44
Granted	–	–
Exercised	(108,092)	19.96
Canceled/Forfeited	(56,000)	21.44
Balance at March 31, 2013	170,908	22.37
Granted	85,000	35.25
Exercised	(69,108)	22.27
Canceled/Forfeited	(63,000)	22.08
Balance at March 31, 2014	123,800	31.40
Granted	259,000[1]	36.60
Exercised	(4,200)	23.95
Canceled/Forfeited	(4,000)	23.95
Balance at September 30, 2014	374,600	$ 35.16
1999 Plan		
Balance at March 31, 2012	380,000	28.41
Granted	–	–
Exercised	(76,420)	23.83
Canceled/Forfeited	(57,580)	27.79
Balance at March 31, 2013	246,000	33.00
Granted	–	–
Exercised	(108,000)	30.37
Canceled/Forfeited	(100,000)	38.25
Balance at March 31, 2014	38,000	$ 26.68
Granted	–	–
Exercised	–	–
Canceled/Forfeited	–	–
Balance at September 30, 2014	38,000	26.68
Combined Balance at September 30, 2014	412,600	$ 34.61

[1]See Note 6.

September 30, 2014	Weighted Average Remaining Contractual Term	Aggregate Intrinsic Value*
Outstanding	2.6 years	$ 1,240,573
Exercisable	0.8 years	$ 415,790

* Excludes August 28, 2014 grant of options to purchase 259,000 shares of common stock at an exercise price of $36.60 as these options will not begin to be exercisable until the occurrence of a transformative transaction intended to increase the market value of the Company's equity for the benefit of shareholders and cannot be modeled under the Black-Scholes pricing model at this time.

At September 30, 2014, the range of exercise prices was $19.19 to $37.02 and the weighted-average remaining contractual life of outstanding options was 2.6 years, excluding the 259,000 shares of non-vested stock options which do not have a set vesting period. The total number of shares of common stock exercisable under both the 2009 Plan and the 1999 Plan at September 30, 2014, was 54,600 shares with a weighted-average exercise price of $27.07. During the quarter ended September 30, 2014, 4,200 options were exercised. During the quarter ended September 30, 2013, no options were exercised.

Stock Awards

Pursuant to the Capital Southwest Corporation 2010 Restricted Stock Award Plan, our Board of Directors reserved for issuance to certain key employees 188,000 shares of restricted stock. A restricted stock award is an award of shares of our common stock, which generally have full voting and dividend rights but are restricted with regard to sale or transfer. Unless otherwise specified in the award agreement, the restrictions lapse ratably over a specified period of time (generally five years). Restricted stock awards are independent of stock grants and are subject to forfeiture if employment terminates prior to these restrictions lapsing. Unless otherwise specified in the award agreement, these shares vest in equal annual installments over a five-year period from the grant date and are expensed over the five-year vesting period starting on the grant date. On January 16, 2012, the Board of Directors granted 38,600 shares of restricted stock to key employees of the Company. On January 22, 2013, the Board of Directors granted 8,000 shares of restricted stock to officers of the Company. On July 15, 2013, The Board of Directors granted 5,000 shares of restricted stock to a key officer of the Company. On January 20, 2014, the Board of Directors granted 4,800 shares of restricted stock to key employees of the Company. On March 17, 2014, the Board of Directors granted 5,000 shares of restricted stock to a key employee of the Company. On August 28, 2014, the Board of Directors granted 127,000 shares of restricted stock under the previously mentioned executive compensation plan. In addition, our Board of Directors amended the 2010 Plan, as permitted pursuant to Section 14 of the 2010 Plan (the “First Amendment to the 2010 Plan”). The First Amendment to the 2010 Plan provides that an award agreement may allow an award to remain outstanding after a spin-off or change in control of one or more wholly-owned subsidiaries of the Company.

The following table summarizes the restricted stock available for issuance as of September 30, 2014:

Restricted stock available for issuance as of March 31, 2014	154,240
Restricted stock granted during the six months ended September 30, 2014	127,000[1]
Restricted stock forfeited during the six months ended September 30, 2014	4,000
Restricted stock available for issuance as of September 30, 2014	31,240

[1]See Note 6.

We expense the cost of the restricted stock awards, which is determined to equal the fair value of the restricted stock award at the date of grant on a straight-line basis over the vesting period. For these purposes, the fair value of the restricted stock award is determined based upon the closing price of our common stock on the date of the grant. For the quarters ended September 30, 2014 and 2013, we recognized total share based compensation expense of $22,421 and $43,574, respectively, related to the restricted stock issued to our employees and officers. For the six months ended September 30, 2014 and 2013, we recognized restricted stock compensation expense of $65,211 and $73,980, respectively. We have not recognized any compensation expense related to the 127,000 restricted stock awards granted on August 28, 2014 as these awards are subject to a contingent vesting mechanism.

As of September 30, 2014, the total remaining unrecognized compensation expense related to non-vested restricted stock awards was $535,185, which will be amortized over the weighted-average vesting period of approximately 3.8 years, excluding the 127,000 shares of non-vested restricted stock which do not have a set vesting period.

The following table summarizes the restricted stock outstanding as of September 30, 2014:

Restricted Stock Awards	Number of Shares		Weighted Average Fair Value Per Share	Weighted Average Remaining Vesting Term (in Years)
Unvested at March 31, 2014	24,680	$	30.30	4.1
Granted	127,000[1]		36.60	NA[2]
Vested	–		–	–
Forfeited	(4,000)		22.98	–
Unvested at September 30, 2014	147,680	$	30.30	3.8

[1]See Note 6.
[2] The 127,000 shares of restricted stock granted on August 28, 2014 will not begin to vest until the occurrence of a transformative transaction intended to increase the market value of the Company's equity for the benefit of shareholders.

Phantom Stock Plan

On January 16, 2012, our Board of Directors approved the issuance of 104,000 phantom stock options at an exercise price of $36.74 (Net Asset Value at December 31, 2011) pursuant to the Capital Southwest Corporation Phantom Stock Option Plan to provide deferred compensation to certain key employees. On January 22, 2013, the Board of Directors granted 16,200 shares of phantom stock options at an exercise price of $41.34 per share (Net Asset Value at December 31, 2012) to officers of the Company. On July 15, 2013, the Board of Directors granted 24,000 shares of phantom stock options at an exercise price of $43.80 per share (Net Asset Value at June 30, 2013) to a key officer of the Company. Additionally, the Board of Directors granted 38,000 shares of phantom stock options at an exercise price of $50.25 per share (Net Asset Value at December 31, 2013) to several key employees of the Company in January 2014 and March 2014. Under the plan, awards vest on the fifth anniversary of the award date. Upon exercise of the phantom option, a cash payment in an amount for each phantom share equal to estimated fair market value minus the phantom option exercise price, adjusted for capital gain dividends declared, will be distributed to plan participants. The estimated liability for phantom stock awards was $591,225 as of September 30, 2014.

There were no phantom stock options granted during the six months ended September 30, 2014.

Phantom Stock Awards	Number of Shares		Weighted Average Grant Price Per Share	Weighted Average Remaining Vesting Term (in Years)
Unvested at March 31, 2014	95,000	$	43.59	4.1
Granted	–		–	–
Vested	–		–	–
Forfeited or expired	3,000		41.34	–
Unvested at September 30, 2014	92,000	$	43.66	3.6

8. COMMITMENTS

From time to time the Company may be liable for claims against its portfolio companies. We do not believe such claims would have a material impact on our results of operations and financial condition.

CSWC has agreed, subject to certain conditions, to invest up to $570,000 in two portfolio companies as of September 30, 2014

9. SUMMARY OF PER SHARE INFORMATION

The following presents a summary of per share data for the three and six months ended September 30, 2014 and 2013.

Per Share Data	Three Months Ended September 30, 2014	Three Months Ended September 30, 2013	Six Months Ended September 30, 2014	Six Months Ended September 30, 2013
Investment income	$ .05	$ .06	$ .10	$ .13
Operating expenses	(.11)	(.13)	(.27)	(.28)
Income taxes	(.02)	(.01)	(.01)	(.01)
Net investment loss	(.08)	(.08)	(.18)	(.16)
Distributions from undistributed net investment income	–	–	(.10)	(.10)
Net realized gains	2.99	–	1.97	–
Net increase in unrealized appreciation of investment	(4.87)	2.99	(2.50)	3.67
Capital Share transactions:				
Exercise of employee stock options	(.01)	–	(.01)	(.03)
Issuance of restricted stock*	(.41)	(.01)	(.38)	.02
Stock option expense	–	.01	.01	.01
Increase in net asset value	(2.38)	2.91	(1.19)	3.41
Net asset value				
Beginning of period	51.17	43.80	49.98	43.30
End of period	$ 48.79	$ 46.71	$ 48.79	$ 46.71

*Reflects impact of the different share amounts as a result of issuance or forfeiture of restricted stock during the period.

Item 2. – Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion should be read in conjunction with our financial statements and the notes thereto included elsewhere in our Annual Report on Form 10-K for the fiscal year ended March 31, 2014 (the "Form 10-K").

The information contained herein may contain "forward-looking statements" based on our current expectations, assumptions and estimates about us and our industry. These forward-looking statements involve risks and uncertainties. Words such as "believe," "anticipate," "estimate," "expect," "intend," "plan," "will," "may," "might," "could," "continue" and other similar expressions identify forward-looking statements. In addition, any statements that refer to expectations, projections or other characterizations of future events or circumstances are forward-looking statements. Our actual results could differ materially from those anticipated in the forward-looking statements as a result of several factors more fully described in "Risk Factors" and elsewhere in this Form 10-Q, and in our Form 10-K for the year ended March 31, 2014. The forward-looking statements made in this Form 10-Q related only to events as of the date on which the statements are made. You should read the following discussion in conjunction with the consolidated financial statements and related footnotes and other financial information included in our Form 10-K for the year ended March 31, 2014. We undertake no obligation to update publicly any forward-looking statements for any reason, even if new information becomes available or other events occur in the future.

Results of Operations

The composite measure of our financial performance in the Consolidated Statements of Operations is captioned “Increase in net assets from operations” and consists of three elements. The first is “Net investment income/loss,” which is the difference between income from interest, dividends and fees and our combined operating and interest expense, net of applicable income taxes. The second element is “Net realized gain/loss on investments,” which is the difference between the proceeds received from the disposition of portfolio securities and their stated cost, net of applicable income tax expense based on our tax year. The third element is the “Net increase in unrealized appreciation of investments,” which is the net change in the market or fair value of our investment portfolio, compared with stated cost. It should be noted that the “Net realized gain on investments” and “Net increase in unrealized appreciation of investments” are directly related in that when an appreciated portfolio security is sold to realize a gain, a corresponding decrease in net unrealized appreciation occurs by transferring the gain associated with the transaction from being “unrealized” to being “realized.” Conversely, when a loss is realized on a depreciated portfolio security, an increase in net unrealized appreciation occurs.

Net Investment Income

For the six months ended September 30, 2014, total investment income was $1,575,419, a $456,238, or 22.5%, decrease from total investment income of $2,031,657 for the six months ended September 30, 2013. This decrease was primarily attributable to a decrease in interest income from PalletOne and i-Memories. PalletOne was sold in FY 2014 and we ceased accruing interest from i-Memories in the first quarter of the current year.

Our principal objective is to achieve capital appreciation. Therefore, a significant portion of our investment portfolio is structured to maximize the potential return from equity participation which typically provides minimal current yield in the form of interest or dividends. We also earn interest income from the short-term investment of cash funds, and the annual amount of such income varies based upon the average level of funds invested during the year and fluctuations in short-term interest rates. During the six months ended September 30, 2014 and 2013, the Company had interest income from temporary cash investments of $37,119 and $35,130, respectively.

The Company’s management fees, received primarily from its controlled affiliates, totaled $279,900 for both the six months ended September 30, 2014 and 2013.

During the three and six months ended September 30, 2014 and 2013, the Company recorded dividend income from the following sources:

	Three Months Ended September 30,		Six Months Ended September 30,	
	2014	2013	2014	2013
Alamo Group, Inc.	$ 198,310	$ 198,310	$ 396,620	$ 396,571
Capitala Finance Corporation	50,810	–	50,810	–
Encore Wire Corporation	26,250	26,250	26,250	52,500
North American Energy Partners	–	–	1,190	–
The RectorSeal Corporation	240,000	240,000	480,000	480,000
TCI Holdings, Inc.	–	20,317	–	40,635
The Whitmore Manufacturing Company	60,000	60,000	120,000	120,000
	$ 575,370	$ 544,877	$ 1,074,870	$ 1,089,706

Due to the nature of our business, the majority of our operating expenses are related to employees' and directors' compensation, office expenses, legal, professional and accounting fees and pension benefit. Total operating expenses decreased by $431,497, or 9.6%, for the six months ended September 30, 2014 as compared to the six months ended September 30, 2013. This decrease is primarily due to a decrease of $469,784 in compensation due principally to a decrease in phantom stock option accruals as well as forfeitures, a decrease of $156,853 in stock option expense, offset by an increase in net pension benefit of $227,747 due to an increase in the expected return on assets and in the discount rate and an increase of $228,566 in other professional fees.

Net Realized Gain (Loss) on Investments

During the six months ended September 30, 2014, we recognized a net realized gain of $30,679,890 from the following sources:

	Proceeds	Cost	Realized gain (loss)
Alamo Group, Inc.	$ 33,854,271	$ 183,674	$ 33,670,597
Capitala Finance Corporation	2,019,661	1,363,799	655,862
Cinatra Clean Technologies, Inc.	2,458,706	17,288,383	(14,829,677)
Discovery Alliance, LLC	139,713	1,315,000	(1,175,287)
Encore Wire Corporation	13,637,413	1,409,051	12,228,362
North American Energy Partners	588,577	236,986	351,591
StarTech Seed Fund II	75,706	75,706	-
Tristate Capital Holdings, Inc.	706,928	928,486	(221,558)
Total realized gain			$ 30,679,890

During the six months ended September 30, 2013, we received a capital gain dividend of $55,000 from Diamond State Venture, L.P.

Management does not attempt to maintain a consistent level of realized gains from year to year, but instead attempts to maximize total investment portfolio appreciation. This strategy often dictates the long-term holding of portfolio securities in pursuit of increased values and increased unrealized appreciation, but may at opportune times dictate realizing gains or losses through the disposition of certain portfolio investments.

Net Increase (Decrease) in Unrealized Appreciation of Investments

For the six months ended September 30, 2014, we recognized a decrease of $38,826,965 in net change in unrealized appreciation of investments. This decrease in unrealized appreciation is primarily attributable to Alamo Group, Inc. and Encore Wire Corporation; Alamo Group, Inc. decreased by $72,367,129 due to a decline in its stock price at September 30, 2014, as well as our recent disposition of 849,690 shares, which generated a net realized gain of $33,670,597; Encore Wire Corporation decreased by $26,692,007, due to a decrease in its stock price at September 30, 2014 and our recent sale of 355,650 shares, which generated a net realized gain of $12,228,362. These decreases are offset by The Rectorseal Corporation, Titanliner, Inc., and Media Recovery, Inc., which increased by $35,600,000, $5,636,999, and $2,000,000, respectively, due to increases in each entity's earnings; In addition, Wellogix, Inc. increased by $1,875,000 due to the utilization of a market valuation approach this quarter.

For the six months ended September 30, 2013, we recognized a $56,007,066 increase in net change in unrealized appreciation of investments. The increases in unrealized appreciation are attributable to Alamo Group, Inc. and Encore Wire Corporation, which increased by $30,200,783 and $5,801,250, respectively, due to increases in their stock price at September 30, 2013, while The Rectorseal Corporation increased by $18,100,000; The Whitmore Manufacturing Company increased by $2,500,000; and Media Recovery, Inc. increased by $4,800,000 due to increases in the entities' respective earnings. Offsetting these increases were Hologic, Inc., which decreased by $1,136,499 due to a decrease in its stock price at September 30, 2013. Additionally, Cinatra Clean Technologies, Inc. and TitanLiner Inc. decreased by $1,711,324 and $1,239,000, respectively, due to each entity's under performance in their respective markets. In addition, CapitalSouth Partners Fund III, L.P. decreased by $2,833,201; during the quarter ended September 30, 2013, we received a distribution of 108,106 shares of Capitala Finance Corporation (CPTA), which represented 71% of our interest in Capital South Partners Fund III, L.P.

Set forth in the following table are the significant increases and decreases in unrealized appreciation by our current portfolio companies:

	Six Months Ended September 30,	
	2014	2013
Alamo Group, Inc.	$ (72,367,129)	$ 30,200,783
Encore Wire Corporation	(26,692,007)	5,801,250
iMemories, Inc.	(1,660,002)	–
Instawares Holding Company	(2,879,000)	307,000
KBI Biopharma, Inc.	1,300,000	(100,000)
Media Recovery, Inc.	2,000,000	4,800,000
The RectorSeal Corporation	35,600,000	18,100,000
TitanLiner, Inc.	5,636,999	(1,239,000)
Wellogix, Inc.	1,875,000	–
The Whitmore Manufacturing Company.	900,000	2,500,000

A description of the investments listed above and other material components of the investment portfolio are included elsewhere in this report under the caption "Consolidated Schedule of Investments – September 30, 2014 and March 31, 2014."

Financial Liquidity and Capital Resources

At September 30, 2014, the Company had cash and cash equivalents of approximately $123 million. Funds may be transferred to the Company in the form of dividends from our controlled affiliates to the extent available. Additionally, approximately $116.8 million of our September 30, 2014 investment portfolio is represented by unrestricted publicly traded securities and represents a potential source of liquidity.

Management believes that the Company's cash and cash equivalents and cash available from other sources described above are adequate to meet its expected requirements. Consistent with the long-term strategy of the Company, the disposition of investments from time to time may also be an important source of funds for future investment activities.

Application of Critical Accounting Policies and Accounting Estimates

There have been no changes during the six months ended September 30, 2014 to the critical accounting policies or areas that involve the use of significant judgments or estimates we described in our Annual Report on Form 10-K for the fiscal year ended March 31, 2014.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

We are subject to financial market risks, including changes in marketable equity security prices. We do not use derivative financial instruments to mitigate any of these risks.

Our investment performance is a function of our portfolio companies' profitability, which may be affected by economic cycles, competitive forces, foreign currency fluctuations and production costs including labor rates, raw material prices and certain basic commodity prices. Most of the companies in our investment portfolio do not hedge their exposure to raw material and commodity price fluctuations. All of these factors may have an adverse effect on the value of our investments and on our net asset value.

Our investment in portfolio securities includes fixed-rate debt securities which totaled $3,269,000 at September 30, 2014, equivalent to 0.53% of the value of our total investments. Generally, these debt securities are below investment grade and have relatively high fixed rates of interest; therefore, minor changes in market yields of publicly traded debt securities have little or no effect on the values of debt securities in our portfolio and no effect on interest income. Our investments in debt securities are generally held to maturity and their fair values are determined on the basis of the terms of the debt security and the financial condition of the issuer.

A portion of our investment portfolio consists of debt and equity securities of private companies. We anticipate little or no effect on the values of these investments from modest changes in public market equity valuations. Should significant changes in market valuations of comparable publicly traded companies occur, there may be a corresponding effect on valuations of private companies, which would affect the value and the amount and timing of proceeds eventually realized from these investments. A portion of our investment portfolio also consists of unrestricted, freely marketable common stock of publicly traded companies. These freely marketable investments, which are valued at the public market price, are directly exposed to equity price risks. A change in an issuer's public market equity price would result in an identical change in the value of our investment in such security.

Item 4. Controls and Procedures

As of the end of the period covered by this report, an evaluation was performed under the supervision and with the participation of our management, including the President and Chief Executive Officer and the Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rule 13a-15 of the Securities Exchange Act of 1934). Based upon this evaluation, management, including our President and Chief Executive Officer and our Chief Financial Officer, have concluded that our current disclosure controls and procedures are effective as of September 30, 2014.

During the six months ended September 30, 2014, there have been no changes in our internal control over financial reporting that have materially affected, or are reasonably likely to materially affect our internal control over financial reporting.

PART II. – OTHER INFORMATION

Item 1. Legal Proceedings

We may, from time to time, be involved in material litigation arising out of our operations in the normal course of business or otherwise. Furthermore, third parties may try to seek to impose liability on us in connection with the activities of our portfolio companies. We have no current or pending material legal proceedings to which we are party or to which any of our assets is subject.

Item 1A. Risk Factors

There have been no material changes to our risk factors disclosed in Item 1A. "Risk Factors" in our Annual Report on Form 10-K for the fiscal year ended March 31, 2014.

Item 6. Exhibits

Exhibit No.	Description
10.1	First Amendment to the Capital Southwest Corporation 2009 Stock Incentive Plan
10.2	First Amendment to the Capital Southwest Corporation 2010 Restricted Stock Award Plan
10.3	Form of Restricted Stock Award Agreement under the 2010 Restricted Stock Award Plan, as amended
10.4	Form of Non-Qualified Stock Option Agreement under the 2009 Stock Incentive Plan, as amended
10.5	Form of Cash Incentive Award Agreement
31.1	Certification of President and Chief Executive Officer required by Rule 13a-14(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), filed herewith.
31.2	Certification of Chief Financial Officer required by Rule 13a-14(a) of the Exchange Act, filed herewith.
32.1	Certification of President and Chief Executive Officer required by Rule 13a-14(b) of the Exchange Act and Section 1350 of Chapter 63 of Title 18 of the United States Code, furnished herewith.
32.2	Certification of Chief Financial Officer required by Rule 13a-14(b) of the Exchange Act and Section 1350 of Chapter 63 of Title 18 of the United States Code, furnished herewith.

SIGNATURES

Pursuant to the requirements the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

CAPITAL SOUTHWEST CORPORATION

November 7, 2014	By:	/s/ Joseph B. Armes
Date		Joseph B. Armes Chairman of the Board President and Chief Executive Officer
November 7, 2014	By:	/s/ Kelly Tacke
Date		Kelly Tacke Chief Financial Officer

Exhibit 10.1

FIRST AMENDMENT TO THE
CAPITAL SOUTHWEST CORPORATION
2009 STOCK INCENTIVE PLAN

WHEREAS, Capital Southwest Corporation (the "Company") previously adopted the 2009 Stock Incentive Plan (the "2009 Plan");

WHEREAS, Section 18 of the 2009 Plan provides that the Board of Directors of the Company (the "Board"), may, subject to certain limitations, amend the 2009 Plan; and

WHEREAS, the Board has determined that it is in the best interests of the Company to amend the 2009 Plan as provided below.

NOW, THEREFORE, the 2009 Plan is hereby amended as follows:

1. Section 2(ff) of the 2009 Plan is deleted in its entirety and replaced with the following:

(ff) "Termination of Service" shall mean the termination of employment of an Employee by the Company and all Subsidiaries or the termination of service by an Outside Director as a member of the Board of Directors of the Company and all Subsidiaries. A Participant's service shall not be deemed to have terminated because of a change in the entity for which the Participant renders such service, provided that there is no interruption or termination of the Participant's service. Furthermore, a Participant's service with the Company Group shall not be deemed to have terminated if the Participant takes any military leave, sick leave, or other bona fide leave of absence approved by the Company or a Subsidiary; provided, however, that if any such leave exceeds 90 days, on the 91st day of such leave the Participant's service shall be deemed to have terminated unless the Participant's leave of absence is approved by the Committee. Except as otherwise provided in any Award Agreement, the Participant's service shall be deemed to have terminated upon the entity for which the Participant performs service ceasing to be a Subsidiary (or any successor). Subject to the foregoing, the Company, in its discretion, shall determine whether a Participant's service has terminated and the effective date of such termination.

2. The 2009 Plan, as amended hereby, shall continue in full force and effect.

IN WITNESS WHEREOF, the Company has caused this First Amendment to the 2009 Stock Incentive Plan to be executed by its duly authorized officer, effective as of August 28, 2014.

CAPITAL SOUTHWEST CORPORATION

By: /s/ Joseph B. Armes
Name: Joseph B. Armes
Title: Chairman of the Board
President and Chief Executive Officer

Exhibit 10.2

**FIRST AMENDMENT TO THE
CAPITAL SOUTHWEST CORPORATION
2010 RESTRICTED STOCK AWARD PLAN**

WHEREAS, Capital Southwest Corporation (the "Company") previously adopted the 2010 Restricted Stock Award Plan (the "2010 Plan");

WHEREAS, Section 14 of the 2010 Plan provides that the Board of Directors of the Company (the "Board"), may, subject to certain limitations, amend the 2010 Plan; and

WHEREAS, the Board has determined that it is in the best interests of the Company to amend the 2010 Plan as provided below.

NOW, THEREFORE, the 2010 Plan is hereby amended as follows:

1. Section 2(aa) of the 2010 Plan is deleted in its entirety and replaced with the following:

(aa) "Termination of Service" shall mean the termination of employment of an Employee by the Company and all Subsidiaries. A Participant's service shall not be deemed to have terminated because of a change in the entity for which the Participant renders such service, provided that there is no interruption or termination of the Participant's service. Furthermore, a Participant's service with the Company Group shall not be deemed to have terminated if the Participant takes any military leave, sick leave, or other bona fide leave of absence approved by the Company or a Subsidiary; provided, however, that if any such leave exceeds 90 days, on the 91st day of such leave the Participant's service shall be deemed to have terminated unless the Participant's leave of absence is approved by the Committee. Except as otherwise provided in any Award Agreement, the Participant's service shall be deemed to have terminated upon the entity for which the Participant performs service ceasing to be a Subsidiary (or any successor). Subject to the foregoing, the Company, in its discretion, shall determine whether a Participant's service has terminated and the effective date of such termination.

2. The 2010 Plan, as amended hereby, shall continue in full force and effect.

IN WITNESS WHEREOF, the Company has caused this First Amendment to the 2010 Restricted Stock Award Plan to be executed by its duly authorized officer, effective as of August 28, 2014.

CAPITAL SOUTHWEST CORPORATION

By: /s/ Joseph B. Armes
Name: Joseph B. Armes
Title: Chairman of the Board
President and Chief Executive Officer

Exhibit 10.3

CAPITAL SOUTHWEST CORPORATION

Form of Restricted Stock Award Agreement

Date of Grant:	____________________
Name of Holder:	
Number of Shares	_____ Shares of Common Stock, subject to reduction pursuant to Section 3 below
Fair Market Value	$_____ per Share
Vesting Schedule:	1/3 on the Trigger Event Date; an additional 1/3 on the first anniversary of the Trigger Event Date; and the final 1/3 on the second anniversary of the Trigger Event Date

Capital Southwest Corporation (the "Company") hereby awards to the Holder (the "Holder") the number of shares of the presently authorized but unissued Common Stock of the Company (the "Restricted Stock") set forth above pursuant to Capital Southwest Corporation 2010 Restricted Stock Award Plan, as amended (the "Plan"). This Restricted Stock award is not intended to be a Qualified Performance-Based Award under the Plan.

To the extent not controlled by the terms and conditions contained in the Plan, the terms and conditions of the Restricted Stock granted hereby shall be governed by this Restricted Stock Agreement (the "Agreement") as follows:

1. No Right to Continued Employee Status

Nothing contained in this Agreement shall confer upon Holder the right to the continuation of his or her Employee status, or interfere with the right of the Company or other member of the Company Group, as applicable, to terminate such relationship.

2. Vesting of Restricted Stock

The Restricted Stock shall vest in accordance with the Vesting Schedule set forth above.

For purposes hereof, (a) "Trigger Event" means a transformative transaction intended to increase the market value of the Company equity for the benefit of its shareholders, which may involve, for example, a spinoff of one or more wholly-owned subsidiaries of the Company (collectively, "Spinco"), a going private transaction, a leveraged recapitalization, or termination of the Company's regulated investment company status and (b) "Trigger Event Date" means the 90th day following the consummation of the Trigger Event, unless the Trigger Event is a going private transaction, in which case the Trigger Event Date shall be the closing date of such transaction.

Notwithstanding the foregoing, in the event of a Change of Control that occurs on or following the consummation of a Trigger Event, all unvested Restricted Stock shall immediately vest in full. Further, if the Trigger Event is effected through a spinoff transaction in connection with which the Holder's employment is transferred to Spinco, in the event a Change of Control of Spinco (substituting Spinco for the Company in such definition) occurs following the consummation of the Trigger Event, all unvested Restricted Stock shall immediately vest in full.

3. Reduction of Restricted Stock Awarded

The number of shares of Restricted Stock subject to this award shall be reduced by such number of shares of Restricted Stock, if any, as would cause the Equity Award Value to exceed the Total Payment Amount. The number of shares of Restricted Stock subject to this award, as so adjusted, shall vest in accordance with the Vesting Schedule and Section 2 above. For purposes hereof,

(a) "Aggregate Base Value" means the product of (i) $36.16 and (ii) the Fully Diluted Shares of the Company outstanding as of the Grant Date, i.e., $557,353,318.

(b) "Aggregate Trigger Event Value" means the sum of (i) the product of (A) the VWAP of one share of Common Stock of the Company over the 20 consecutive trading days immediately preceding the Trigger Event Date and (B) the Fully Diluted Shares of the Company outstanding as of the Trigger Event Date, plus, except as specified in clause (ii), the aggregate value of all dividends and distributions paid on Common Stock of the Company from the Grant Date through the Trigger Event Date and (ii) if the Trigger Event results in an distribution of shares of a newly formed entity to the Company stockholders ("Spinco"), the product of (A) the VWAP of one share of Spinco common stock over the 20 consecutive trading days immediately preceding the Trigger Event Date and (B) the Fully Diluted Shares of Spinco outstanding as of the Trigger Date, provided that if the Trigger Event is a going private transaction, the Aggregate Trigger Event Value shall be the Sale Consideration Value.

(c) "Equity Award Value" means the sum of (i) the Restricted Stock Value and (ii) the Option Award Value.

(d) "Fully Diluted Shares" means, at any time of determination, the number of shares of common stock of the applicable entity outstanding at such time, plus the number of shares of issuable upon exercise or conversion or otherwise pursuant to any in-the-money common stock equivalents of such entity outstanding at such time.

(e) "Option Award Value" means the positive difference, if any, between (i) the sum of (A) the product of (I) the number of shares of Common Stock of the Company underlying the options awarded to the Executive under the nonqualified option grant of even date herewith and (II) the VWAP of one share of Common Stock of the Company over the 20 consecutive trading days immediately preceding the Trigger Event Date and (B) if the Trigger Event results in a distribution of shares of Spinco to the Company shareholders, the product of (I) the number of shares of Spinco common stock that would be distributed upon exercise of such nonqualified option grant and (II) the VWAP of one share of Spinco common stock over the 20 consecutive trading days immediately preceding the Trigger Event Date minus (ii) the aggregate exercise price payable under such nonqualified option grant, provided that if the Trigger Event is a going private transaction, the Option Award Value shall be the Sale Consideration Value payable in respect of the options awarded to the Executive under the nonqualified option grant of even date herewith.

(f) "Restricted Stock Value" means (i) the product of (A) the aggregate number of shares of Restricted Stock granted hereunder and (B) the VWAP of one share of Common Stock of the Company over the 20 consecutive trading days immediately preceding the Trigger Event Date plus, except as specified in clause (ii), the aggregate value of all dividends and distributions, if any, paid on the Restricted Stock awarded hereunder from the Grant Date through the Trigger Event Date and (ii) if the Trigger Event results in an distribution of shares of Spinco, the product of (A) the number of shares of Spinco common stock distributed in respect of the Restricted Stock awarded hereunder and (B) the VWAP of one share of Spinco common stock over the 20 consecutive trading days immediately preceding the Trigger Event Date, provided that if the Trigger Event is a going private transaction, the Restricted Stock Value shall be the Sale Consideration Value payable in respect of the Restricted Stock awarded hereunder.

(g) "Sale Consideration Value" means, in the event the Trigger Event is a going private transaction, the fair market value as of the Trigger Event Date of the aggregate consideration received by the holders of Common Stock and common stock equivalents of the Company in such transaction, as determined in good faith by the board of directors of the Company.

(h) "Total Payout Amount" means (i) two percent (2%) of the positive difference, if any, of (A) the Aggregate Trigger Event Value less (B) the Aggregate Base Value (such difference, the "Equity Value Accretion"), up to $7.5 million, plus (ii) _____ percent (_____%) for any excess Equity Value Accretion over $7.5 million.

(i) "VWAP" means, for the relevant security, the per share volume-weighted average price as displayed under the heading "Bloomberg VWAP" on the Bloomberg AQR page for the relevant security (or its equivalent successor if such page is not available) in respect of the period from the scheduled open of trading until the scheduled close of trading of the primary trading session over the relevant determination period (or if such volume-weighted average price is unavailable, the market value of one share on each trading day during the relevant determination period, determined, using a volume-weighted average method, by a nationally recognized independent investment banking firm retained for this purpose by the Company). The VWAP will be determined without regard to after hours trading or any other trading outside of the regular trading session trading hours.

4. Forfeiture of Shares

In the event that the Holder has become obligated to return all or a portion of his or her shares of Restricted Stock to the Company due to a forfeiture of such shares pursuant to this Agreement, and the Holder shall fail to deliver the certificates representing such shares in accordance with the terms of this Agreement, the Company may, at its option, in addition to all other remedies it may have, upon written notice to the Holder cancel on its books the certificates representing the shares to be returned to the Company and thereupon all of the rights of the Holder in and to said shares shall terminate. The Company shall not be obligated to give notice to any holder of shares of Restricted Stock if such holder does not appear on the stock transfer ledger of the Company as the registered holder of such shares.

5. Retention of Certificates

The certificate(s) representing the shares of Restricted Stock granted hereby will be stamped or otherwise imprinted with the legend required by the Plan with respect to any applicable restrictions on the sale or transfer of such shares, and the stock transfer records of the Company will reflect stop transfer instructions with respect to such shares. At the election of the Company, the Company may retain the certificate(s) representing the shares of Restricted Stock granted to the Holder pursuant to this Agreement until such time as the vesting restrictions have lapsed and the restrictions on the transfer of such Restricted Stock have terminated or are removed by the Board of Directors. Within a reasonable time thereafter, the Company will deliver to the Holder a new certificate representing such shares, free of the legend referred to herein. The issuance of such certificate shall not affect any restrictions upon the transferability of such shares pursuant to applicable law or otherwise.

6. Restrictions on Transfer

Any shares of Restricted Stock granted hereunder shall not be sold, assigned, transferred, pledged or otherwise encumbered until such shares are fully vested. The spouse of the Holder shall execute a signature page to this Agreement as of the date hereof and agree to be bound in all respects by the terms hereof to the same extent as the Holder. The spouse further agrees that should he/she predecease the Holder or become divorced from the Holder, any of the shares of Restricted Stock which such spouse may own or in which he/she may have an interest shall remain subject to this Agreement.

7. Dividends and Other Distributions

No cash dividends shall be paid with respect to unvested Restricted Stock. The Holder, however, shall have the right to receive any stock and other noncash dividends and distributions made with respect to the Restricted Stock, subject to the vesting of such Restricted Stock. With respect to any unvested shares of Restricted Stock, such dividends or distributions shall likewise be restricted and shall vest on the same schedule as the Restricted Stock as to which the dividends or distributions relate. Any such dividends or distributions shall be retained by the Company and paid to the Holder promptly following vesting of the Restricted Stock to which such dividends or distributions pertain. Upon forfeiture of any shares of Restricted Stock, the dividends and distributions related thereto shall also be forfeited.

8. Voting of Restricted Stock

The Holder shall be entitled to vote shares of Restricted Stock subject to the rules and procedures adopted by the Committee for this purpose.

9. Termination of Service

The transfer of the Holder's employment to Spinco will not constitute a Termination of Service under this Agreement and the Holder will be considered, for purposes of this Agreement, to be an Employee of the Company Group for so long as Holder's employment with Spinco continues, notwithstanding that Spinco ceases to be a subsidiary of the Company.

10. Notices

Any notice required to be given pursuant to this Agreement or the Plan shall be in writing and shall be deemed to be delivered upon receipt or, in the case of notices by the Company, five (5) days after deposit in the U.S. mail, postage prepaid, addressed to the Holder at the address last provided for his or her employee records.

11. Agreement Subject to Plan; Applicable Law

This Agreement is made pursuant to the Plan and shall be interpreted to comply therewith. A copy of the Plan is attached hereto. Any provision of this Agreement inconsistent with the Plan shall be considered void and replaced with the applicable provision of the Plan. This Agreement shall be governed by the laws of the State of Texas and subject to the exclusive jurisdiction of the courts therein. Unless otherwise provided herein, capitalized terms used herein that are defined in the Plan and not defined herein shall have the meanings set forth in the Plan.

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

COMPANY:

CAPITAL SOUTHWEST CORPORATION

By: ______________________________
Name
Title:

HOLDER:

____
Name:

Address:

I, the undersigned, being the spouse of the above-named Holder, hereby acknowledge that I have read and understand the foregoing Restricted Stock Agreement under the Capital Southwest Corporation 2010 Restricted Stock Award Plan, and I agree to be bound by the terms thereof.

____

Name:______________________________

Exhibit 10.4

CAPITAL SOUTHWEST CORPORATION

Form of Non-Qualified Stock Option Agreement

Date of Grant:	____________________
Name of Optionee:	
Number of Shares:	_____ Shares of Common Stock (the "Shares")
Exercise Price Per Share:	$______per Share, which exceeds the Fair Market Value of the Shares as of the Date of Grant as determined in accordance with the Capital Southwest Corporation 2009 Stock Incentive Plan, as amended (the "Plan")
Expiration Date:	____________________
Vesting Schedule:	1/3 exercisable beginning on the Trigger Event Date; an additional 1/3 exercisable beginning on the first anniversary of the Trigger Event Date; and the final 1/3 exercisable beginning on the second anniversary of the Trigger Event Date

Capital Southwest Corporation (the "Company") hereby awards to the Optionee (the "Optionee") an option (the "Option") to purchase from the Company, for the exercise price per share set forth above (the "Exercise Price"), the number of shares of Common Stock of the Company set forth above pursuant to the Plan. The Option is not intended by the parties hereto to be, and shall not be treated as, an "incentive stock option" within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"). The Option is not intended to be a Qualified Performance-Based Award under the Plan.

To the extent not controlled by the terms and conditions contained in the Plan, the terms and conditions of the Option granted hereby shall be governed by this Non-Qualified Stock Option Agreement (the "Agreement") as follows:

1. No Right to Continued Employee Status

Nothing contained in this Agreement shall confer upon Optionee the right to the continuation of his or her Employee status, or to interfere with the right of the Company or other member of the Company Group, as applicable, to terminate such relationship.

2. Vesting of Option

The Option shall vest in accordance with the Vesting Schedule set forth above.

For purposes hereof, "Trigger Event" means a transformative transaction intended to increase the market value of the Company equity for the benefit of its shareholders, which may involve, for example, a spinoff of one or more wholly-owned subsidiaries of the Company (collectively, "Spinco"), a going private transaction, a leveraged recapitalization, or termination of the Company's regulated investment company status and (b) "Trigger Event Date" means the 90th day following the consummation of the Trigger Event, unless the Trigger Event is a going private transaction, in which case the Trigger Event Date shall be the closing date of such transaction.

Notwithstanding the foregoing, in the event of a Change of Control that occurs on or following the consummation of a Trigger Event, all unvested Options shall immediately vest in full. Further, if the Trigger Event is effected through a spinoff transaction in connection with which the Optonee's employment is transferred to Spinco, in the event a Change of Control of Spinco (substituting Spinco for the Company in such definition) occurs following the consummation of the Trigger Event, all unvested Options shall immediately vest in full.

3. Exercise; Transferability

(a) Exercise Method. The Option shall be exercised by delivery to the Company of (i) written notice of exercise stating the number of Shares being purchased (in whole shares only) and such other information set forth on the form of Notice of Exercise attached to this Agreement as Exhibit A and (ii) a check or cash in the amount of the Exercise Price of the Shares covered by the notice (or such other consideration as has been approved by the Board of Directors consistent with the Plan). Optionee may also exercise the Option through a cashless exercise in accordance with the Plan and the Company's rules and procedures governing cashless exercises. Any cashless exercise permitted hereunder will be subject to any applicable limitations or restrictions imposed under the Sarbanes-Oxley Act of 2002.

(b) Transferability. Unless otherwise required by law, the Option shall not be assignable or transferable other than by will, by the laws of descent and distribution, or by a qualified domestic relations order, and may be exercised during the lifetime of the Optionee only by the Optionee (or the Optionee's guardian or legal representative) or an alternate payee under a qualified domestic relations order.

4. Certain Adjustments

Adjustments to the Option shall be effected in accordance with Section 16(a) of the Plan. For the avoidance of doubt, in the event of any distribution of shares of a Company subsidiary to Company shareholders in connection with a spinoff transaction, the Company will retain the number of shares of such entity that the Optionee would have received if the Optionee had exercised the Option immediately prior to such distribution and the Optionee will additionally be conveyed such shares and any dividends or other distributions received in respect thereof upon the exercise of the Option.

5. Termination of Service

The transfer of Optionee's employment to Spinco will not constitute a Termination of Service under this Agreement and the Optionee will be considered, for purposes of this Agreement, to be an Employee of the Company Group for so long as Optionee's employment with Spinco continues, notwithstanding that Spinco ceases to be a subsidiary of the Company.

6. Notices

Any notice required to be given pursuant to this Agreement or the Plan shall be in writing and shall be deemed to be delivered upon receipt or, in the case of notices by the Company, five (5) days after deposit in the U.S. mail, postage prepaid, addressed to Optionee at the address last provided by Optionee for his or her employee records.

7. Modification, Extension and Renewal of Options

The Board or Committee, as described in the Plan, may modify, extend or renew the Option or accept its surrender (to the extent not yet exercised) and authorize the granting of a new option in substitution for it (to the extent not yet exercised), subject at all times to the Plan, the Code, and the applicable laws of the State of Texas. Notwithstanding the foregoing provisions of this Section 7, no modification shall, without the consent of the Optionee, alter to the Optionee's detriment or impair any rights of the Optionee under this Agreement except to the extent permitted under the Plan.

8. Agreement Subject to Plan; Applicable Law

This Agreement is made pursuant to the Plan and shall be interpreted to comply therewith. A copy of the Plan is attached hereto. Any provision of this Agreement inconsistent with the Plan shall be considered void and replaced with the applicable provision of the Plan. This Agreement shall be governed by the laws of the State of Texas and subject to the exclusive jurisdiction of the courts therein. Unless otherwise provided herein, capitalized terms used herein that are defined in the Plan and not defined herein shall have the meanings set forth in the Plan.

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

COMPANY:

CAPITAL SOUTHWEST CORPORATION

By: ______________________________

Name:

Title:

OPTIONEE:

____

Name:

Address:

____

EXHIBIT A

Capital Southwest Corporation

NON-QUALIFIED STOCK OPTION EXERCISE FORM

Date: ______________________________

Attention: ______________________________

The undersigned hereby elects to exercise all or a portion of the Options issued to him/her by Capital Southwest Corporation (the "Company") and dated _______ (the "Options") and to purchase ____________ shares of common stock of the Company (the "Shares") at an exercise price of _______ Dollars ($___) per share or an aggregate purchase price of ________________________ Dollars ($_______) (the "Exercise Price"). Pursuant to the terms of the Option Agreement the undersigned has delivered the Exercise Price herewith in full in cash or ______________.

Please issue a certificate or certificates representing said shares of common stock in the name of the undersigned.

By: ______________________________

Typed Name: ______________________________

Address:

____

EXHIBIT B

Capital Southwest Corporation

INVESTMENT REPRESENTATION LETTER

Date: ______________________________

Attention: ______________________________

I am acquiring the Shares for investment purposes and not with a view to, or for offer or sale in connection with, any distribution in violation of the Securities Act or state securities laws. I have such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of my investment in the Shares; and, I and any account for which I am acting each are able to bear the economic risks of my or its investment.

By: ______________________________

Typed Name: ______________________________

Address:

Exhibit 10.5

CAPITAL SOUTHWEST CORPORATION

Form of Cash Incentive Award Agreement

This Cash Incentive Award Agreement (the "Agreement") is entered into effective as of ___________, 2014 (the "Grant Date") between Capital Southwest Corporation (the "Company") and ____________________ (the "Executive").

1. Grant of Cash Incentive Award. Subject to the terms of this Agreement, effective as of the Grant Date, the Executive is hereby granted a cash incentive award (the "Cash Incentive Award") in an amount equal to the Excess Award Value. The Cash Incentive Award shall become earned and vested as described in Section 3 and the Earned Cash Incentive Award (as defined in Section 3) shall be paid in accordance with Section 4. The purpose of the Cash Incentive Award is to align the compensation of the Executive with the Company's key strategic objective of increasing the market value of the Company's shares through a transformative transaction for the benefit of the Company's shareholders.

2. Defined Terms. For purposes of this Agreement,

(a) "Aggregate Base Value" means the product of (i) $_____ and (ii) the Fully Diluted Shares of the Company outstanding as of the Grant Date, i.e., $_____.

(b) "Aggregate Trigger Event Value" means the sum of (i) the product of (A) the VWAP of one share of Common Stock of the Company over the 20 consecutive trading days immediately preceding the Trigger Event Date and (B) the Fully Diluted Shares of the Company outstanding as of the Trigger Event Date, plus, except as specified in clause (ii), the aggregate value of all dividends and distributions paid on Common Stock of the Company from the Grant Date through the Trigger Event Date and (ii) if the Trigger Event results in a distribution of shares of a newly formed entity to the Company stockholders ("Spinco"), the product of (A) the VWAP of one share of Spinco common stock over the 20 consecutive trading days immediately preceding the Trigger Event Date and (B) the Fully Diluted Shares of Spinco outstanding as of the Trigger Event Date, provided that if the Trigger Event is a going private transaction, the Aggregate Trigger Event Value shall be the Sale Consideration Value.

(c) "Common Stock" meant the common stock, par value $.25 per share, of the Company.

(d) "Equity Award Value" means the sum of (i) the Restricted Stock Value and (ii) the Option Award Value.

(e) "Excess Award Value" means the positive difference, if any, between (i) the Total Payout Amount minus (ii) the Equity Award Value.

(f) "Fully Diluted Shares" means, at any time of determination, the number of shares of common stock of the applicable entity outstanding at such time, plus the number of shares of common stock of such entity issuable upon exercise or conversion or otherwise pursuant to any in-the-money common stock equivalents of such entity outstanding at such time.

(g) "Option Award Value" means the positive difference, if any, between (i) the sum of (A) the product of (I) the number of shares of Common Stock of the Company underlying the options awarded to the Executive under the nonqualified option grant of even date herewith and (II) the VWAP of one share of Common Stock of the Company over the 20 consecutive trading days immediately preceding the Trigger Event Date and (B) if the Trigger Event results in a distribution of shares of Spinco to the Company shareholders, the product of (I) the number of shares of Spinco common stock that would be distributed upon exercise of such nonqualified option grant and (II) the VWAP of one share of Spinco common stock over the 20 consecutive trading days immediately preceding the Trigger Event Date minus (ii) the aggregate exercise price payable under such nonqualified option grant, provided that if the Trigger Event is a going private transaction, the Option Award Value shall be the Sale Consideration Value payable in respect of the options awarded to the Executive under the nonqualified option grant of even date herewith.

(h) "Restricted Stock Value" means (i) the product of (A) the aggregate number of shares of restricted Common Stock of the Company granted to the Executive under the restricted stock award agreement of even date herewith and (B) the VWAP of one share of Common Stock of the Company over the 20 consecutive trading days immediately preceding the Trigger Event Date, plus, except as specified in clause (ii), the aggregate value of all dividends and distributions, if any, paid on the restricted Common Stock of the Company granted to the Executive under the restricted stock award agreement of even date herewith from the Grant Date through the Trigger Event Date and (ii) if the Trigger Event results in a distribution of shares of Spinco to the Company shareholders, the product of (A) the number of shares of Spinco common stock distributed in respect of the restricted Common Stock awarded under the restricted stock award agreement of even date herewith and (B) the VWAP of one share of Spinco common stock over the 20 consecutive trading days immediately preceding the Trigger Event Date, provided that if the Trigger Event is a going private transaction, the Restricted Stock Value shall be the Sale Consideration Value payable in respect of the restricted Common Stock awarded under the Executive's restricted stock award agreement of even date therewith.

(i) "Sale Consideration Value" means, in the event the Trigger Event is a going private transaction, the fair market value as of the Trigger Event Date of the aggregate consideration received by the holders of Common Stock and common stock equivalents of the Company in such transaction, as determined in good faith by the board of directors of the Company.

(j) "Total Payout Amount" means (i) two percent (2%) of the positive difference, if any, of (A) the Aggregate Trigger Event Value less (B) the Aggregate Base Value (such difference, the "Equity Value Accretion"), up to $7.5 million, plus (ii) _____ percent (_____%) for any excess Equity Value Accretion over $7.5 million.

(k) "Trigger Event Date" means the 90th day following the consummation of the Trigger Event, unless the Trigger Event is a going private transaction, in which case the Trigger Event Date shall be the closing date of such transaction.

(l) "Trigger Event" means a transformative transaction intended to increase the market value of the Company equity for the benefit of its shareholders, which may involve, for example, a spinoff of one or more wholly-owned subsidiaries of the Company (collectively, "Spinco"), a going private transaction, a leveraged recapitalization, or termination of the Company's regulated investment company status.

(m) "VWAP" means, for the relevant security, the per share volume-weighted average price as displayed under the heading "Bloomberg VWAP" on the Bloomberg AQR page for the relevant security (or its equivalent successor if such page is not available) in respect of the period from the scheduled open of trading until the scheduled close of trading of the primary trading session over the relevant determination period (or if such volume-weighted average price is unavailable, the market value of one share on each trading day during the relevant determination period, determined, using a volume-weighted average method, by a nationally recognized independent investment banking firm retained for this purpose by the Company). The VWAP will be determined without regard to after hours trading or any other trading outside of the regular trading session trading hours.

3. Award Vesting.

(a) The Cash Incentive Award shall be unearned and unvested unless and until it becomes earned and vested and nonforfeitable in accordance with this Section 3. The Cash Incentive Award shall vest and be earned and payable as follows: (i) 1/3 on the Trigger Event Date; (ii) an additional 1/3 on the first anniversary of the Trigger Event Date; and (iii) the final 1/3 on the second anniversary of the Trigger Event Date. Any portion of the Cash Incentive Award granted pursuant to this Agreement that becomes earned in accordance with this Agreement shall be referred to herein as "Earned Cash Incentive Award."

(b) Any portion of the Cash Incentive Award that remains unvested and unearned as of the Termination of Service of the Executive shall expire and be forfeited immediately and the Executive shall have no further rights with respect to any remaining portion of the Cash Incentive Award. For purposes hereof, "Termination of Service" means the termination of employment of the Executive by the Company and all subsidiaries of the Company, including Spinco (the "Company Group"). For purposes of this Agreement, the transfer of the Executive's employment to Spinco will not constitute a Termination of Service and the Executive will be considered, for purposes of this Agreement, to be a continuing employee of the Company for so long as the Executive's employment with Spinco continues, notwithstanding that Spinco ceases to be a subsidiary of the Company. The Executive's service shall not be deemed to have terminated because of a change in the entity for which the Executive renders such service, provided that there is no material interruption or termination of the Executive's service. Furthermore, the Executive 's service with the Company Group shall not be deemed to have terminated if the Executive takes any military leave, sick leave, or other bona fide leave of absence approved by the Company or Spinco, as applicable.

(c) Notwithstanding the foregoing, the Cash Incentive Award shall automatically vest and be earned and payable upon a termination of the Executive's employment with the Company Group member employing the Executive either by such Executive for Good Reason or by such Company Group member without Cause at or following a Change of Control of such employer, provided that a Trigger Event shall have occurred on or prior to such termination date. For purposes hereof,

(i) "Cause" means, with respect to the Executive, (A) commission of any act or acts of personal dishonesty intended to result in substantial personal enrichment to the Executive to the detriment of the applicable Company Group member, (B) conviction of, or entering into a plea of nolo contendere to, a felony, (C) the Executive's repeated failure to perform his or her responsibilities that are demonstrably willful and deliberate, provided that such failures have continued for more than 30 days following written notice from the employer of its intent to terminate his employment based on such failures, (D) intentional, repeated or continuing violation of any of the applicable Company Group member's policies or procedures that occurs or continues after notice to the Executive that he or she has violated such policy or procedure; or (E) any material breach of a written covenant or agreement with the applicable Company Group member or material breach of fiduciary duty to the applicable Company Group member, provided that such breach is not corrected, to the extent correctible, within 30 days following written notice from the employer of its intent to terminate his employment based on such breach;

(ii) "Change of Control" means (A) the date any one person, or more than one "person" acting as a group, acquires (or has acquired during the twelve-month period ending on the date of the most recent acquisition by such person(s)), directly or indirectly, ownership of the voting equity possessing 51% or more of the total voting power of the relevant entity; (B) individuals who at any time during the term of this Agreement constitute the board of directors of the relevant entity (the "Incumbent Board") cease for any reason to constitute at least a majority thereof, provided that any person becoming a director subsequent to the date hereof whose election or nomination for election was approved by a vote of at least 75% of the directors comprising the Incumbent Board (either by a specific vote or by approval of the proxy statement of the relevant entity in which such person is named as a nominee for director, without objection to such nomination) shall be, for purposes of this clause (B) considered as though such person were a member of the Incumbent Board; (C) any consolidation or merger to which the relevant entity is a party, if following such consolidation or merger, shareholders of such entity immediately prior to such consolidation or merger shall not beneficially own securities representing at least 51% of the combined voting power of the outstanding voting securities of the surviving or continuing corporation; or (D) any sale, lease, exchange or other transfer (in one transaction or in a series of related transactions) of all, or substantially all, of the assets of such entity, other than to an entity (or entities) of which the relevant entity or the shareholders of such entity immediately prior to such transaction beneficially own securities representing at least 51% of the combined voting power of the outstanding voting securities; and

(iii) "Good Reason" means the occurrence of any of the following: (A) a material breach of the Executive's employment agreement by the employer which is not cured by the employer within thirty (30) days following the employer's receipt of written notice from the Executive describing such alleged breach; (B) a reduction in Executive's title or a material reduction in Executive's duties, authorities, and/or responsibilities; (C) a material reduction in the Executive's compensation or benefits; or (D) a requirement by the employer, without Executive's consent, that Executive relocate to a location greater than thirty-five (35) miles from Executive's place of residence.

4. Settlement and Payment. The Earned Cash Incentive Award shall be paid as promptly as practicable following the date such amount becomes vested and earned, and in any event not later than 60 days following such date.

5. Withholding. All payments under this Agreement are subject to withholding of all applicable taxes.

6. Transferability. The Cash Incentive Award is not transferable except as designated by the Executive by will or by the laws of descent and distribution.

7. Heirs and Successors. If any benefits deliverable to the Executive under this Agreement have not been delivered at the time of the Executive's death, such rights shall be delivered to the Executive's estate.

8. Administration. The authority to administer and interpret this Agreement shall be vested in the compensation committee of the board of directors of the Company. Any interpretation of the Agreement by the committee and any decision made by it with respect to the Agreement is final and binding on all persons. Notwithstanding anything herein to the contrary, the Company reserves the right, in its sole discretion, to terminate the Cash Incentive Award or to reduce the Total Payout Amount at any time prior to the Trigger Event Date.

9. Notices. Any notice required or permitted under this Agreement shall be deemed given when delivered personally, or when deposited in a United States Post Office, postage prepaid, addressed, as appropriate, to Company at its principal offices, to the Executive at the Executive's address set forth below or, in either case, such other address as one party may designate in writing to the other.

10. Governing Law. The validity, construction and effect of this Agreement shall be determined in accordance with the laws of the State of Texas and applicable federal law.

11. Amendments. This Agreement may not be amended or modified other than by a writing executed by both parties.

12. Award Not Contract of Employment. The award granted hereunder does not constitute a contract of employment or continued service, and the grant of the award will not give the Executive the right to be retained in the employ or service of the Company or other member of the Company Group, unless such right or claim has specifically accrued under the terms of this Agreement.

13. Severability. If a provision of this Agreement is held invalid by a court of competent jurisdiction, the remaining provisions will nonetheless be enforceable according to their terms. Further, if any provision is held to be overbroad as written, that provision shall be amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and enforced as amended.

14. Section 409A Rules. To the fullest extent possible, amounts and other benefits payable under this Agreement are intended to comply with or be exempt from the provisions of section 409A of the Internal Revenue Code of 1986, as amended. This Agreement will be interpreted and administered to the extent possible in a manner consistent with the foregoing statement of intent; provided, however, that the Company does not guarantee the tax treatment of the award granted hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Cash Incentive Award Agreement as of the date first above written.

COMPANY:

CAPITAL SOUTHWEST CORPORATION

By: ______________________
Name:
Title:

EXECUTIVE:

By: ______________________
Name: ______________________

Address:

Exhibit 31.1

CERTIFICATIONS

I, Joseph B. Armes, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Capital Southwest Corporation (the "registrant");

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 7, 2014

By: /s/ Joseph B. Armes

Joseph B. Armes
Chairman of the Board
President and Chief Executive Officer

Exhibit 31.2

CERTIFICATIONS

I, Kelly Tacke, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Capital Southwest Corporation (the “registrant”);

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: November 7, 2014

By: /s/ Kelly Tacke
Kelly Tacke
Chief Financial Officer

Exhibit 32.1

Certification of the President and Chief Executive Officer
Pursuant to 18 U.S.C. Section, as adopted pursuant to Section 906 of the
Sarbanes-Oxley Act of 2002

I, Joseph B. Armes, President and Chief Executive Officer of Capital Southwest Corporation, certify that, to my knowledge:

1. The Form 10-Q for the quarter ended September 30, 2014, filed with the Securities and Exchange Commission on November 7, 2014 (“accompanied report”) fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the accompanied report fairly presents, in all material respects, the consolidated financial condition and results of operations of Capital Southwest Corporation.

Date: November 7, 2014

By: /s/ Joseph B. Armes
Joseph B. Armes
Chairman of the Board
President and Chief Executive Officer

Exhibit 32.2

Certification of the Chief Financial Officer
Pursuant to 18 U.S.C. Section, as adopted pursuant to Section 906 of the
Sarbanes-Oxley Act of 2002

I, Kelly Tacke, Chief Financial Officer of Capital Southwest Corporation, certify that, to my knowledge:

1. The Form 10-Q for the quarter ended September 30, 2014, filed with the Securities and Exchange Commission on November 7, 2014 (“accompanied report”) fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the accompanied report fairly presents, in all material respects, the consolidated financial condition and results of operations of Capital Southwest Corporation.

Date: November 7, 2014

By: /s/ Kelly Tacke
Kelly Tacke
Chief Financial Officer