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

FORM 8-K

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

Date of Report (Date of earliest event reported): December 6, 2006

Hercules Technology Growth Capital, Inc.
(Exact name of registrant as specified in its charter)

Maryland 814-00702 74-3113410
(State or other jurisdiction (Commission File No.) (I.R.S. Employer
of incorporation) Identification No.)

Registrant's telephone number, including area code: (650) 289-3060

New Address: 400 Hamilton Ave., Suite 310, Palo Alto, CA 94301
Former Address: 525 University Ave., Suite 700, Palo Alto, CA 94301
(Former name or former address,
if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to
simultaneously satisfy the filing obligation of the registrant under any of the
following provisions (see General Instruction A.2. below):

Written communications pursuant to Rule 425 under the Securities Act (17 CFR
230.425)

Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR
240.14a-12)

Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange
Act (17 CFR 240.14d-2(b))

Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange
Act (17 CFR 240.13e-4(c))

Item 1.01 Entry Into a Material Definitive Agreement.

On December 6, 2006, Hercules Technology Growth Capital, Inc. (the
"Company") entered into Second Omnibus Amendment ("Omnibus Amendment") with
Citigroup Global Markets Realty Corp. The purpose of the Omnibus Amendment was
to provide for an increase in amounts available under the Citigroup facility
from \$125 million to \$150 million through March 31, 2007. In addition, the
warrant participation that Citigroup has with respect to the warrants pledged as
collateral under the Citigroup facility has been amended to increase the maximum
participation amount from \$3,750,000 to \$4,500,000 for the period ending on the
earlier of March 31, 2007 or the date on which the Company completes a
securitization.

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

See the description under Item 1.01 for a description of the Company's
Omnibus Amendment.

Item 9.01. Financial Statements and Exhibits.

(c) Exhibits

| EXHIBIT NUMBER | DESCRIPTION |
|-------------------|---|
| 10.1 | Second Omnibus Amendment dated December 6, 2006 |
| 99.1 | Press Release of the Company dated December 6, 2006 |

SIGNATURES

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

Date: December 6, 2006

HERCULES TECHNOLOGY GROWTH CAPITAL, INC.

/s/ Scott Harvey

Scott Harvey
Chief Legal Officer

EXHIBIT LIST

| EXHIBIT NUMBER | DESCRIPTION |
|-------------------|---|
| ----- | ----- |
| 10.1 | Second Omnibus Amendment dated December 6, 2006 |
| 99.1 | Press Release of the Company dated December 6, 2006 |

SECOND OMNIBUS AMENDMENT

(Hercules Funding Trust I)

THIS SECOND OMNIBUS AMENDMENT, dated as of December 6, 2006 (this "Amendment"), is entered into by and among:

HERCULES FUNDING TRUST I, as the issuer (together with its successors and assigns in such capacity, the "Issuer");

HERCULES FUNDING I, LLC, as the depositor (together with its successors and assigns in such capacity, the "Depositor");

HERCULES TECHNOLOGY GROWTH CAPITAL, INC., ("Hercules"), as the originator (together with its successors and assigns in such capacity, the "Originator") and as the servicer (together with its successors and assigns in such capacity, the "Servicer");

U.S. BANK NATIONAL ASSOCIATION, ("U.S. Bank"), as the indenture trustee (together with its successors and assigns in such capacity, the "Indenture Trustee") and as the collateral custodian (together with its successors and assigns in such capacity, the "Collateral Custodian");

LYON FINANCIAL SERVICES, INC. d/b/a/ U.S. Bank Portfolio Services, as the backup servicer (together with its successors and assigns in such capacity, the "Backup Servicer"); and

CITIGROUP GLOBAL MARKETS REALTY CORP., ("Citigroup"), as the initial noteholder (together with its successors and assigns in such capacity, the "Initial Noteholder").

Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Sale and Servicing Agreement (as defined below).

R E C I T A L S

WHEREAS, the Issuer, the Depositor, the Originator, the Indenture Trustee and the Backup Servicer entered into that certain Sale and Servicing Agreement, dated as of August 1, 2005 (as further amended, supplemented, modified, replaced or restated from time to time, the "Sale and Servicing Agreement");

WHEREAS, Hercules and Citigroup entered into that certain Warrant Participation Agreement, dated as of August 1, 2005 (as further amended, supplemented modified, replaced or restated from time to time, the "Warrant Participation Agreement"), together with the Sale and Servicing Agreement, the "Amended Agreements");

WHEREAS, the Issuer, the Depositor, the Originator, the Indenture Trustee and the Backup Servicer entered into that certain First Amendment to the Sale and Servicing Agreement, dated as of November 30, 2005;

WHEREAS, the Issuer, the Depositor, the Originator, the Indenture Trustee, the Backup Servicer and the Initial Noteholder entered into that certain Third Amendment to the Sale and Servicing Agreement, dated as of July 28, 2006;

WHEREAS, Hercules and Citigroup entered into that certain Second Amendment to the Warrant Participation Agreement, dated as of October 16, 2006;

WHEREAS, the Issuer, the Depositor, the Originator, the Indenture Trustee, the Backup Servicer and the Initial Noteholder entered into that certain First Omnibus Amendment, amending certain documents including the Warrant Participation Agreement and the Sale and Servicing Agreement dated as of March 6, 2006; and

WHEREAS, the applicable parties hereto desire to further amend the Warrant Participation Agreement and to further amend the Sale and Servicing Agreement in certain respects as provided herein;

NOW, THEREFORE, based upon the above Recitals, the mutual premises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, intending to be legally bound, hereby agree as follows:

SECTION 1. AMENDMENTS TO THE SALE AND SERVICING AGREEMENT

(a) The definition of "Facility Amount" in Section 1.1 of the Sale and Servicing Agreement is hereby amended and restated in its entirety as follows:

"Facility Amount": On any date of determination (i) during the Revolving Period (excluding the period described in clause (ii) herein), an amount equal to \$125,000,000, (ii) during the Revolving Period from December 6, 2006 until the earlier of (a) March 31, 2007 or (b) the execution of a Permitted Securitization, an amount equal to \$150,000,000 and (iii) after the end of the Revolving Period, an amount equal to \$0.

SECTION 2. AMENDMENTS TO THE WARRANT PARTICIPATION AGREEMENT.

(a) The definition of "Maximum Participation Limit" in Section 1 of the Warrant Participation Agreement is hereby amended and restated in its entirety as follows:

"Maximum Participation Limit" shall mean (i) \$3,750,000 (excluding the period described in clause (ii) herein) or (ii) \$4,500,000 during the Revolving Period from December 6, 2006 until the earlier of (a) March 31, 2007 or (b) the execution of a Permitted Securitization.

SECTION 3. Agreements in Full Force and Effect as Amended.

Except as specifically amended hereby, all provisions of the Amended Agreements shall remain in full force and effect. This Amendment shall not be deemed to expressly or impliedly waive, amend or supplement any provision of the Amended Agreements other than as expressly set forth herein and shall not constitute a novation of any of the Amended Agreements.

SECTION 4. Representations.

Each of the Issuer, the Originator, the Depositor and the Servicer represents and warrants as of the date of this Amendment as follows:

(a) it is duly incorporated or organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization;

(b) the execution, delivery and performance by it of this Amendment are within its powers, have been duly authorized, and do not violate (A) its charter, by-laws, or other organizational documents, or (B) any Applicable Law;

(c) no consent, license, permit, approval or authorization of, or registration, filing or declaration with any governmental authority is required in connection with the execution, delivery, performance, validity or enforceability of this Amendment by or against it;

(d) this Amendment has been duly executed and delivered by it;

(e) this Amendment constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally or by general principles of equity; and

(f) there is no Servicer Default, Event of Default or termination or optional termination, each as described in the Sale and Servicing Agreement.

SECTION 5. Conditions PRECEDENT.

The effectiveness of this Amendment is conditioned upon the following:

(i) the delivery of executed signature pages by all parties hereto; and

(ii) the surrender and cancellation of the Amended and Restated Note, dated March 6, 2006, in a maximum principal amount of \$125,000,000 and the delivery to the Initial Noteholder of a duly executed and authenticated Note in a maximum principal amount of \$150,000,000 (the "Replacement Note").

SECTION 6. Miscellaneous.

(a) This Amendment may be executed in any number of counterparts (including by facsimile), and by the different parties hereto on the same or separate counterparts, each of which shall be deemed to be an original instrument but all of which together shall constitute one and the same agreement.

(b) The descriptive headings of the various sections of this Amendment are

inserted for convenience of reference only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

(c) This Amendment may not be amended or otherwise modified except as provided in the Sale and Servicing Agreement.

(d) The failure or unenforceability of any provision hereof shall not affect the other provisions of this Amendment.

(e) Whenever the context and construction so require, all words used in the singular number herein shall be deemed to have been used in the plural, and vice versa, and the masculine gender shall include the feminine and neuter and the neuter shall include the masculine and feminine.

(f) This Amendment represents the final agreement between the parties only with respect to the subject matter expressly covered hereby and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements between the parties. There are no unwritten oral agreements between the parties.

(g) Depositor hereby instructs Wilmington Trust Company, a Delaware banking corporation, as owner trustee for the Issuer ("Owner Trustee"), to execute and deliver, not in its individual capacity but solely as Owner Trustee, (i) the Issuer Order, addressed to the Indenture Trustee and delivered pursuant to Section 2.08 of the Indenture, (ii) the Replacement Note and (iii) this Amendment.

(h) THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO ITS CONFLICT OF LAWS PROVISIONS (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

Date: December 6, 2006 Hercules Funding Trust I
By: Wilmington Trust Company, not in its
individual capacity, but solely as Owner Trustee

 /s/ Jeanne M. Oller

Jeanne M. Oller
Senior Financial Services Officer

Date: December 6, 2006 Hercules Funding I LLC

 /s/ Scott Harvey

Scott Harvey
Chief Legal Officer

Date: December 6, 2006 Hercules Technology Growth Capital, Inc.

 /s/ Scott Harvey

Scott Harvey
Chief Legal Officer

Date: December 6, 2006 U.S. Bank National Association

 /s/ Kyle Harcourt

Kyle Harcourt
Vice President

Date: December 6, 2006 Lyon Financial Services, Inc.

 /s/ Joseph Andries

Joseph Andries
Senior Vice President

Date: December 6, 2006

U.S. Bank National Association

/s/ Kyle Harcourt

Kyle Harcourt
Vice President

Date: December 6, 2006

Citigroup Global Markets Realty Corp.

/s/ Doug Lipton

Doug Lipton
Authorized Signer

Hercules Announces \$25 Million Increase in Its Credit Facility with
Citigroup for a Total of \$150 Million of Borrowing Capacity

PALO ALTO, Calif.--(BUSINESS WIRE)--Dec. 6, 2006--Hercules Technology Growth Capital, Inc. (NASDAQ:HTGC), a leading specialty finance company providing debt and equity growth capital to venture capital and private equity backed technology and life science companies, has amended its credit facility with Citigroup Global Markets Realty group, an affiliate of Citigroup, Inc., to increase the borrowing capacity on its existing credit facility to \$150 million through March 31, 2007. The terms and conditions of the borrowing increase remain the same.

About Hercules Technology Growth Capital:

Founded in December 2003, Hercules Technology Growth Capital, Inc. is a NASDAQ traded specialty finance company providing debt and equity growth capital to technology-related companies at all stages of development. The Company primarily finances privately-held companies backed by leading venture capital and private equity firms and also may finance certain publicly-traded companies. Hercules' strategy is to evaluate and invest in a broad range of ventures active in technology and life science industries and to offer a full suite of growth capital products up and down the capital structure to prospective clients ranging from early-stage growth to expansion stage companies. The Company's investments are originated through its principal office located in Silicon Valley, as well as additional offices in the Boston, Boulder and Chicago areas. Providing capital to publicly-traded or privately-held companies backed by leading venture capital and private equity firms involves a high degree of credit risk and may result in potential losses of capital.

For more information, please visit www.HerculesTech.com, or www.HTGC.com. Companies interested in learning more about financing opportunities should contact info@HTGC.com, or call 650.289.3060.

Forward-Looking Statements:

The statements contained in this release that are not purely historical are forward-looking statements. These forward-looking statements are not guarantees of future performance and are subject to uncertainties and other factors that could cause actual results to differ materially from those expressed in the forward-looking statements including, without limitation, the risks, uncertainties and other factors we identify from time to time in our filings with the Securities and Exchange Commission. Although we believe that the assumptions on which these forward-looking statements are reasonable, any of those assumptions could prove to be inaccurate and, as a result, the forward-looking statements based on those assumptions also could be incorrect. You should not place undue reliance on these forward-looking statements. The forward-looking statements contained in this release are made as of the date hereof, and Hercules assumes no obligation to update the forward-looking statements for subsequent events.

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