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

Amendment No. 4 to

FORM S-1

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

TECOGEN INC.

(Exact name of Registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

3585

(Primary Standard Industrial
Classification Code Number)

04-3536131

(I.R.S. Employer
Identification Number)

Tecogen Inc.
45 First Avenue
Waltham, MA 02451
(781) 622-1120

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Copy to:

John N. Hatsopoulos
Chief Executive Officer
Tecogen Inc.
45 First Avenue
Waltham, MA 02451
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including area code, of agent for service)

Edwin L. Miller, Jr.
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As soon as practicable after the effective date of this Registration Statement.
(Approximate date of commencement of proposed sale to the public)

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box: R

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company.

Large accelerated filer: <input type="checkbox"/>	Accelerated filer: <input type="checkbox"/>	Non-accelerated filer: <input type="checkbox"/>	Smaller reporting company: R
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The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state or other jurisdiction where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED DECEMBER 21, 2012

PROSPECTUS



31,535,787 SHARES OF COMMON STOCK

Initial Public Offering

This prospectus relates to the resale of up to 31,535,787 shares of Tecogen Inc. Common Stock. These shares will be resold from time to time by the investors listed in the section titled "Selling Security Holders", and we refer to the investors as the selling stockholders. We are not selling any securities under this prospectus and therefore will not receive any proceeds from the sale of securities by the selling stockholders. All costs associated with this registration will be borne by us.

We currently lack a public market for our common stock, or Common Stock. Selling stockholders will sell at a price of \$0.80 per share until such time as our shares may be quoted on the OTC Bulletin Board or listed on a national or international securities exchange and thereafter at prevailing market prices or privately negotiated prices. The proposed maximum aggregate offering price is \$25,228,630.

You should rely only on the information provided in this prospectus or any supplement to this prospectus. We have not authorized anyone else to provide you with different information.

A current prospectus must be in effect at the time of the sale of the shares of Common Stock discussed above. The selling stockholders will be responsible for any commissions or discounts due to brokers or dealers. We will pay all of the other offering expenses.

Each selling stockholder or dealer selling the Common Stock is required to deliver a current prospectus upon the sale. In addition, for the purposes of the Securities Act of 1933, as amended, or the Securities Act, selling stockholders may be deemed underwriters.

We are an "emerging growth company" under the federal securities laws and will therefore be subject to reduced public company reporting requirements.

THIS INVESTMENT INVOLVES A HIGH DEGREE OF RISK. YOU SHOULD PURCHASE SHARES ONLY IF YOU CAN AFFORD A COMPLETE LOSS. WE URGE YOU TO READ THE "RISK FACTORS" SECTION BEGINNING ON PAGE 6, ALONG WITH THE REST OF THIS PROSPECTUS BEFORE YOU MAKE YOUR INVESTMENT DECISION.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION, OR THE SEC, NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES, OR DETERMINED IF THIS PROSPECTUS IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

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You should rely only on the information contained in this prospectus. We have not authorized any other person to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. No offers are being made hereby in any jurisdiction where the offer or sale is not permitted.

Unless otherwise indicated, information contained in this prospectus concerning our industry, including our market opportunity, is based on information from independent industry analysts, third-party sources and management estimates. Management estimates are derived from publicly-available information released by independent industry analysts and third party sources, as well as data from our internal research, and are based on assumptions made by us using data and our knowledge of such industry and market, which we believe to be reasonable. In addition, while we believe the market opportunity information included in this prospectus is generally reliable and is based on reasonable assumptions, such data involves risks and uncertainties and is subject to change based on various factors, including those discussed under the heading “Risk Factors.”

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PROSPECTUS SUMMARY

The following summary highlights information contained elsewhere in this prospectus. It is not complete and does not contain all of the information that you should consider before investing in our Common Stock. You should read the entire prospectus carefully, especially the risks of investing in our Common Stock discussed under "Risk Factors" and our consolidated financial statements and accompanying notes. In this prospectus, unless the context otherwise requires, "Tecogen," "Company," "we," "us," or "our," refer to Tecogen Inc. and its subsidiaries.

Tecogen designs, manufactures, and sells systems that produce electricity, hot water, and air conditioning for commercial and industrial buildings. These systems, powered by natural gas engines, are efficient because they drive electric generators or compressors – which reduces the amount of electricity purchased from the utility – plus they use the engine's waste heat for water heating, space heating, and/or air conditioning at the customer's building, which we refer to as on-site. This technology is called combined heat and power, or CHP (also called cogeneration).

Tecogen manufactures three types of CHP products:

- Cogeneration units that supply electricity and hot water;
- Chillers that provide air-conditioning and hot water; and
- High-efficiency water heaters.

All of these are standardized, modular, small-scale CHP products, with a limited number of designs, that can serve many different types of customers. The market for these products is driven by their ability to reduce energy costs, carbon emissions, and customers' dependence on the electric grid. Other factors behind the demand for gas-fueled CHP include America's growing natural gas reserves and its domestic energy policies, as well as customers' desire to become more socially responsible.

Our CHP technology uses low-cost, mass-produced engines manufactured by General Motors Company, or GM and Ford Motor Company, or Ford, which we modify to run on natural gas. In the case of our mainstay cogeneration and chiller products, the engines have proved to be cost-effective and reliable. In 2009, our research team developed a low-cost process for removing air pollutants from the engine exhaust. This low-emissions technology gives our natural gas engines exceptionally low levels of "criteria" air pollutants (those that are regulated by the U.S. Environmental Protection Agency, or EPA, because they can harm human health and the environment).

After a successful field test of more than a year, we introduced the technology commercially as an option to all of our products in 2012, under the trade name Ultra (patent pending). The Ultra low-emissions technology repositions our engine-driven products in the marketplace, making them comparable environmentally with emerging technologies such as fuel cells, but at a much lower cost and greater efficiency. With emissions far below those of current natural gas engines, our Ultra low-emissions technology may reset existing natural gas regulations for engines in some areas of the country.

Our CHP products are sold directly to customers by our in-house marketing team and by established sales agents and representatives, including American DG Energy Inc., or American DG Energy and EuroSite Power Inc., or EuroSite Power, which are affiliated companies. We have an installed base of more than 2,100 units. Many of these have been operating for almost 25 years. Our principal engine supplier is GM, and principal generator suppliers are Danotek Motion Technologies and Marathon Electric. To produce air conditioning, our engines drive a compressor purchased from J&E Hall International.

In 2009, we created a subsidiary, Ilios Inc., or Ilios, to develop and distribute a line of high-efficiency heating products, starting with a water heater. The water heater is up to twice as efficient as conventional boilers in commercial buildings and industrial processes, according to management estimates. As of the date of this prospectus, we own a 62.5% interest in Ilios. To date, Ilios has sold one of its water heaters and five are in production.

For each of our last five fiscal years and prior thereto, we have incurred annual operating losses. We expect this trend to continue until such time that we can sell a sufficient number of systems and achieve a cost structure to become profitable. We may not have adequate cash resources to reach the point of profitability, and we may never become profitable. Even if we do achieve profitability, we may be unable to increase our sales and sustain or increase our profitability in the future.

As of our fiscal year end, December 31, 2011, our principal executive officer and principal accounting officer performed an evaluation of controls and procedures and concluded that our controls were not effective to provide reasonable

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assurance that information required to be disclosed by our Company in reports that we file under the Exchange Act, is recorded, processed, summarized and reported as when required. Management conducted an evaluation of our internal control over financial reporting and based on this evaluation, management concluded that our internal control over financial reporting was not effective as of December 31, 2011. We currently do not have personnel with a sufficient level of accounting knowledge, experience and training in the selection, application and implementation of generally acceptable accounting principles as it relates to complex transactions and financial reporting requirements. We also have a small number of employees dealing with general controls over information technology security and user access. This constitutes a material weakness in financial reporting. Any failure to implement effective internal controls could harm our operating results or cause us to fail to meet our reporting obligations. Inadequate internal controls could also cause investors to lose confidence in our reported financial information, which could have a negative effect on the trading price of our common stock, and may require us to incur additional costs to improve our internal control system.

Tecogen was formed in the early 1960s as the Research and Development New Business Center of Thermo Electron Corporation, (which is now Thermo Fisher Scientific Inc.). For the next 20 years, this group performed fundamental and applied research in many energy-related fields to develop new technologies. During the late 1970s, new federal legislation enabled electricity customers to sell power back to their utility. Thermo Electron Corporation saw a fit between the technology and know-how it possessed and the market for cogeneration systems.

In 1982, the Research and Development group released its first major product, a 60-kilowatt (kW) cogenerator. In the late 1980s and early 1990s, we introduced air-conditioning and refrigeration products using the same gas engine-driven technology, beginning with a 150-ton chiller (tons are a measure of air-conditioning capacity). In 1987, Tecogen was spun out as a separate entity by Thermo Electron Corporation and in 1992 Tecogen became a division of the newly formed Thermo Power Corporation. In 2000, Thermo Power Corporation was dissolved, and Tecogen was sold to private investors including Thermo Electron Corporation's original founders, Dr. George N. Hatsopoulos and John N. Hatsopoulos.

Tecogen has five affiliated companies, namely American DG Energy, EuroSite Power, GlenRose Instruments Inc., or GlenRose Instruments, Pharos LLC, or Pharos, and Levitronix Technologies LLC, or Levitronix. These companies are affiliates because several of the major stockholders of those companies, have a significant ownership position in the Company. American DG Energy, EuroSite Power, GlenRose Instruments, Pharos or Levitronix do not own any shares of the Company, and the Company does not own any shares of American DG Energy, EuroSite Power, GlenRose Instruments, Pharos or Levitronix. The business of GlenRose Instruments, Pharos and Levitronix is not related to the business of the Company.

American DG Energy, EuroSite Power, GlenRose Instruments, Pharos and Levitronix are affiliated companies by virtue of common ownership. The common stockholders include:

- John N. Hatsopoulos, the Company's Chief Executive Officer who is also: (a) the Chief Executive Officer and a director of American DG Energy and holds 11.5% of the company's common stock; (b) the Chairman of EuroSite Power; (c) a director of Ilios and holds 7.3% of the company's common stock; and (d) the Chairman of GlenRose Instruments and holds 15.7% of the company's common stock.
- Dr. George N. Hatsopoulos, who is John N. Hatsopoulos' brother, and is also: (a) a director of American DG Energy and holds 14% of the company's common stock; (b) an investor in Ilios and holds 3.3% of the company's common stock; (c) an investor of GlenRose Instruments and holds 15.7% of the company's common stock; (d) a founder and investor of Pharos and holds 24.4% of the company's common stock; and (e) an investor of Levitronix and holds 21.4% of the company's common stock.

John N. Hatsopoulos is the Company's Chief Executive Officer and is also the Chief Executive Officer of American DG Energy and the Chairman of GlenRose Instruments. On average, Mr. Hatsopoulos spends approximately 20% of his business time on the affairs of the Company; however such amount varies widely depending on the needs of the business and is expected to increase as the business of the Company develops.

Although we may, from time to time, have one or a few customers who may represent more than 10% of our product revenue for a given year, we are not dependent on the recurrence of such revenue from those customers. Our product revenue is such that customers may make a large purchase once and may not likely ever make such a purchase again. Our equipment is built to last 20 or more years, therefore, we do not build our product revenue model depending on recurring transactions from the same customer. Our service revenue may lend itself to recurring revenue from a single customer; however, we currently do not have any service revenue customers who make up more than 10% of our total revenues on an annual basis. American DG Energy has been considered a major customer in certain years as disclosed in the accompanying financial statements, however, we do not consider our business as "dependent" upon its recurrence.

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We were incorporated in the State of Delaware on November 15, 2000. Our business and registered office is located at 45 First Avenue, Waltham, Massachusetts 02451. Our telephone number is 781-466-6400. Our Internet address is <http://www.tecogen.com>. The information on, or that may be accessed through, our website is not incorporated by reference into this prospectus and should not be considered a part of this prospectus.

We have 62 full-time employees and 6 part-time employees. Our corporate, engineering and manufacturing operations are located in a 24,000 square foot facility in Waltham, Massachusetts.

TECOGEN INC.

THE OFFERING

Securities being offered:	Up to 31,535,787 shares of Common Stock.
Common Stock to be outstanding after this offering:	54,417,854 shares
Offering price:	<p>The offering price of the Common Stock is \$0.80 per share. There is no public market for our Common Stock. We cannot give any assurance that the shares offered will have a market value, or that they can be resold at the offered price if and when an active secondary market might develop, or that a public market for our securities may be sustained even if developed. The absence of a public market for our stock will make it difficult to sell shares.</p> <p>We intend to apply to the over-the-counter bulletin board, through a market maker that is a licensed broker dealer, to allow the trading of our Common Stock upon our becoming a reporting entity under the Exchange Act. If our Common Stock becomes so quoted and a market for the stock develops, the actual price of stock will be determined by prevailing market prices at the time of sale or by private transactions negotiated by the selling stockholders. The offering price would thus be determined by market factors and the independent decisions of the selling stockholders.</p>
Securities issued and to be issued:	54,417,854 shares of our Common Stock are issued and outstanding as of the date of this prospectus, 31,535,787 of which are being offered pursuant to this prospectus. Because all of the Common Stock to be sold under this prospectus will be sold by existing shareholders, there will be no increase in our issued and outstanding shares as a result of this offering.
Use of proceeds:	We will not receive any proceeds from the sale of the Common Stock by the selling stockholders.

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SUMMARY CONSOLIDATED FINANCIAL DATA

The summary consolidated statements of operations data for each of the years ended December 31, 2011 and 2010 have been derived from our audited consolidated financial statements that are included elsewhere in this prospectus. The summary consolidated balance sheet data as of September 30, 2012 and 2011 and the summary consolidated statements of operations data for each of the nine months ended September 30, 2012 and 2011 have been derived from our unaudited condensed consolidated financial statements that are included elsewhere in this prospectus. You should read this information together with the consolidated financial statements and related notes and other information under “Management’s Discussion and Analysis of Financial Condition and Results of Operations” included elsewhere in this prospectus. Operating results for the nine months ended September 30, 2012 are not necessarily indicative of the results that may be expected for the year ended December 31, 2012.

Consolidated Statement of Operations Data:	December 31,		Nine Months Ended September 30,	
	2011	2010	2012 (unaudited)	2011 (unaudited)
Revenues	\$ 11,065,210	\$ 11,311,229	\$ 9,689,984	\$ 8,714,228
Cost of sales	6,179,098	6,597,205	5,703,507	4,818,318
Gross profit	4,886,112	4,714,024	3,986,477	3,895,910
Operating expenses				
General and administrative	5,986,762	4,973,794	4,851,398	4,495,533
Selling	782,252	290,505	915,842	381,617
	6,769,014	5,264,299	5,767,240	4,877,150
Loss from operations	(1,882,902)	(550,275)	(1,780,763)	(981,240)
Other income (expense)				
Interest and other income	38,402	23,574	38,380	25,262
Interest expense	(40,294)	(37,280)	(53,406)	(22,492)
	(1,892)	(13,706)	(15,026)	2,770
Loss before income taxes	(1,884,794)	(563,981)	(1,795,789)	(978,470)
Provision for state income taxes	—	—	—	—
Consolidated net loss	(1,884,794)	(563,981)	(1,795,789)	(978,470)
Less: Loss attributable to the noncontrolling interest	310,293	208,673	285,898	192,359
Net loss attributable to Tecogen Inc.	\$ (1,574,501)	\$ (355,308)	\$ (1,509,891)	\$ (786,111)
Net loss per share - basic and diluted	\$ (0.03)	\$ (0.01)	\$ (0.03)	\$ (0.02)
Weighted average shares outstanding - basic and diluted	48,211,652	45,882,631	52,395,435	47,721,641

Consolidated Balance Sheet Data:	December 31,		September 30,	
	2011	2010	2012 (unaudited)	2011 (unaudited)
Cash and cash equivalents	\$ 3,018,566	\$ 1,828,173	\$ 684,896	\$ 1,211,287
Restricted short-term investments	683,428	85,000	181,580	501,577
Working capital	4,935,145	2,485,926	4,118,095	2,667,330
Total assets	8,745,492	5,876,422	8,515,762	6,441,401
Total liabilities	3,522,328	2,884,743	3,769,459	3,355,500
Stockholders' equity	\$ 5,223,164	\$ 2,991,679	\$ 4,746,303	\$ 2,585,901

TECOGEN INC.

RISK FACTORS

The securities offered herein are highly speculative and should be purchased only by persons who can afford to lose their entire investment in us. You should carefully consider the following risk factors and other information in this prospectus before deciding to become a holder of our Common Stock. If any of the following risks actually occur, our business and financial results could be negatively affected to a significant extent.

Risks Relating to Our Business

Our business faces many risks. If any of the events or circumstances described in the following risks occurs, our business, financial condition, or results of operations could suffer and the trading price of our Common Stock (if and when it becomes publicly traded) could decline. Investors and prospective investors should consider the following risks and the information contained under the heading "Warning Concerning Forward-Looking Statements" before deciding whether to invest in our Common Stock.

Our operating history is characterized by net losses. We anticipate further losses, and we may never become profitable.

For each of our last five fiscal years and prior thereto, we have incurred annual operating losses. We expect this trend to continue until such time that we can sell a sufficient number of systems and achieve a cost structure to become profitable. We may not have adequate cash resources to reach the point of profitability, and we may never become profitable. Even if we do achieve profitability, we may be unable to increase our sales and sustain or increase our profitability in the future.

We experience significant fluctuations in revenues from quarter to quarter due to a preponderance of one-time sales.

We have low volume, high dollar sales for projects that are generally non-recurring, and therefore our sales have fluctuated significantly from period to period. For example, when compared to the previous quarter, our revenues in 2010 decreased during the first, second and fourth quarters and increased during the third quarter. In 2011, our revenue decreased during the first and fourth quarters and increased during the second and third quarters. Fluctuations cannot be predicted because they are affected by the purchasing decisions and timing requirements of our customers, which are unpredictable.

We may be unable to fund our future operating requirements, which could force us to curtail our operations.

To the extent that our funds are insufficient to fund our future operating requirements, we would need to raise additional funds through further public or private equity or debt financings depending upon prevailing market conditions. These financings may not be available to us, or if available, may be on terms that are not favorable to us and could result in significant dilution to our stockholders and reduction of the trading price of our stock (if then publicly traded). The state of worldwide capital markets could also impede our ability to raise additional capital on favorable terms or at all. If adequate capital were not available to us, we likely would be required to significantly curtail our operations or possibly even cease our operations.

We believe that our existing resources, including cash and cash equivalents and future cash flows from operations, are sufficient to meet the working capital requirements of our existing business until mid-late 2013. After that our cash requirements may increase.

If we experience a period of significant growth or expansion, it could place a substantial strain on our resources.

If our cogeneration and chiller products penetrate the market rapidly, we would be required to deliver even larger volumes of technically complex products or components to our customers on a timely basis and at a reasonable costs to us. We have never ramped up our manufacturing capabilities to meet large-scale production requirements. If we were to commit to deliver large volumes of products, we may not be able to satisfy these commitments on a timely and cost-effective basis.

The execution of our growth strategy is dependent upon the continued availability of third-party financing arrangements for our customers and is affected by general economic conditions.

The recent recession, current unstable economic conditions and limited availability of credit and liquidity could materially and adversely affect our business and results of operations because purchasers of our systems often require third party financing. Purchasers may be unable or unwilling to finance the cost to purchase our products or may be forced to cancel

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previously submitted orders or delay taking shipment until suitable credit is again available. Collecting payment from customers facing liquidity challenges is also difficult.

We are dependent on a limited number of third-party suppliers for the supply of key components for our products.

We use third-party suppliers for components in many of our products. Our engine supplier is GM and generator suppliers are Danotek Motion Technologies and Marathon Electric. To produce air conditioning, our engines drive a compressor purchased from J&E Hall International. The loss on one of our suppliers could materially and adversely affect our business, if we are unable to replace them. While alternate suppliers for the manufacture of our engine, generators and compressor have been identified, should the need arise, there can be no assurance that alternate suppliers will be available and able to manufacture our engine, generators or compressor on acceptable terms.

From time to time, shipments can be delayed because of industry-wide or other shortages of necessary materials and components from third-party suppliers. A supplier's failure to supply components in a timely manner, or to supply components that meet our quality, quantity, or cost requirements, or our inability to obtain substitute sources of these components on a timely basis or on terms acceptable to us, could impair our ability to deliver our products in accordance with contractual obligations.

We expect significant competition for our products and services.

Competition for our products is currently limited (see "Competitive Position and Business Conditions" in the "Business" section of this prospectus). Many of our competitors and potential competitors are well established and have substantially greater financial, research and development, technical, manufacturing and marketing resources than we do. If these larger competitors decide to focus on the development of distributed power or cogeneration, they have the manufacturing, marketing and sales capabilities to complete research, development and commercialization of these products more quickly and effectively than we can. There can also be no assurance that current and future competitors will not develop new or enhanced technologies or more cost-effective systems, and therefore, there can be no assurance that we will be successful in this competitive environment.

The Executive Order to accelerate investments in industrial energy efficiency may lead to increased competition .

An Executive Order to accelerate investments in industrial energy efficiency, including CHP, was promulgated in August 2012. The goal of the Executive Order is to supply 40 gigawatts of energy by 2020 from greater efficiency such as CHP systems. With this Executive Order, it is expected that a number of barriers to CHP development will be removed with effective programs, policies, and financing opportunities resulting in significant new capital investment in CHP. This initiative by the U.S. government may lead to increased competition in the CHP market.

If we are unable to maintain our technological expertise in design and manufacturing processes, we will not be able to successfully compete.

We believe that our future success will depend upon our ability to continue to develop and provide innovative products and product enhancements that meet the increasingly sophisticated needs of our customers.

However, this requires that we successfully anticipate and respond to technological changes in design and manufacturing processes in a cost-effective and timely manner. The development of new, technologically advanced products and enhancements is a complex and uncertain process requiring high levels of innovation, as well as the accurate anticipation of technological and market trends. There can be no assurance that we will successfully identify new product opportunities, develop and bring new or enhanced products to market in a timely manner, successfully lower costs, and achieve market acceptance of our products, or that products and technologies developed by others will not render our products or technologies obsolete or noncompetitive.

The introduction of products embodying new technologies, and the shifting of customer demands or changing industry standards, could render our existing products obsolete and unmarketable. We may experience delays in releasing new products and product enhancements in the future. Material delays in introducing new products or product enhancements may cause customers to forego purchases of our products and purchase those of our competitors.

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Our intellectual property may not be adequately protected.

We seek to protect our intellectual property rights through patents, trademarks, copyrights, trade secret laws, confidentiality agreements and licensing arrangements, but we cannot ensure that we will be able to adequately protect our technology from misappropriation or infringement. We cannot ensure that our existing intellectual property rights will not be invalidated, circumvented, challenged or rendered unenforceable.

We have applied for and obtained patents on certain key components used in our products. Our competitors may successfully challenge the validity of our patents, may design non-infringing products, or deliberately infringe our patents. There can be no assurance that other companies are not investigating or developing other similar technologies. In addition, our intellectual property rights may not provide a competitive advantage to us or that our products and technology will be adequately covered by our patents and other intellectual property. Any of these factors or the expiration, termination or invalidity of one or more of our patents may have a material adverse effect on our business.

We have filed for patents in the U.S. and Europe for our Ultra low-emissions technology. The outcome of the patent office application review is important because this technology will apply to all of our gas engine-driven products and may have licensing application to other natural gas engines. There is no assurance, however, that the Ultra low-emissions patent applications will be approved.

Our control software is protected by copyright laws or under an exclusive license agreement. Further, we rely on treatment of our technology as trade secrets through confidentiality agreements, which our employees and vendors are required to sign. We also rely on non-disclosure agreements with others that have or may have access to confidential information to protect our trade secrets and proprietary knowledge. These agreements may be breached, and we may not have adequate remedies for any breach. Our trade secrets may also be or become known without breach of these agreements or may be independently developed by competitors. Failure to maintain the proprietary nature of our technology and information could harm our results of operations and financial condition.

Others may assert that our technology infringes their intellectual property rights.

We may be subject to infringement claims in the future. The defense of any claims of infringement made against us by third parties could involve significant legal costs and require our management to divert time from our business operations. If we are unsuccessful in defending any claims of infringement, we may be forced to obtain licenses or to pay additional royalties to continue to use our technology. We may not be able to obtain any necessary licenses on commercially reasonable terms or at all. If we fail to obtain necessary licenses or other rights, or if these licenses are costly, our operating results would suffer either from reductions in revenues through our inability to serve customers or from increases in costs to license third-party technologies.

Our success is dependent upon attracting and retaining highly qualified personnel and the loss of key personnel could significantly hurt our business.

To achieve success, we must attract and retain highly qualified technical, operational and executive employees. The loss of the services of key employees or an inability to attract, train and retain qualified and skilled employees, specifically engineering, operations, and business development personnel, could result in the loss of business or could otherwise negatively impact our ability to operate and grow our business successfully.

Our business is subject to product liability and warranty claims.

Our business exposes us to potential product liability claims, which are inherent in the manufacturing, marketing and sale of our products, and we may face substantial liability for damages resulting from the faulty design or manufacture of products or improper use of products by end users. We currently maintain a moderate level of product liability insurance, but there can be no assurance that this insurance will provide sufficient coverage in the event of a claim. Also, we cannot predict whether we will be able to maintain such coverage on acceptable terms, if at all, or that a product liability claim would not harm our business or financial condition. In addition, negative publicity in connection with the faulty design or manufacture of our products would adversely affect our ability to market and sell our products.

We sell our products with warranties. There can be no assurance that the provision in our financial statements for estimated product warranty expense will be sufficient. We cannot ensure that our efforts to reduce our risk through warranty disclaimers will effectively limit our liability. Any significant occurrence of warranty expense in excess of estimates could have a material adverse effect on our operating results, financial condition and cash flow. Further, we have at times undertaken

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programs to enhance the performance of units previously sold. These enhancements have at times been provided at no cost or below our cost. If we choose to offer such programs again in the future, such actions could result in significant costs.

Certain businesses and consumers might not consider cogeneration solutions as a means for obtaining their electricity and power needs.

Generating electricity and heat at the customers' building (on-site CHP) is an established technology, but it is more complex than buying electricity from the utility and using a furnace for heat. Customers have been slow to accept it in part because of this complexity. In addition, the development of a larger market for our products will be impacted by many factors that are out of our control, including cost competitiveness, regulatory requirements, and the emergence of newer and potentially better technologies and products. If a larger market for cogeneration technology in general and our products in particular fails to grow substantially, we may be unable to continue our business.

We operate in a highly regulated business environment, and changes in regulation could impose significant costs on us or could make our products less economical, thereby affecting demand for our products.

Several kinds of government regulations – at federal, state, and local levels and in other countries – affect our current and future business (see “Government Regulation and Its Effect on Our Business” in the “Business” section of this prospectus). Our products must comply with various local building codes and must undergo inspection by local authorities. Our products are also certified by a third party to conform to specific standards. These certifications require continuous verification by a company that monitors our processes and design every three months. Our InVerde product is also certified to Europe's standard CE mark (European Conformity), which is mandatory for products imported into the European Union for commercial sale. If our products ceased to meet the criteria necessary for the applicable certifications, we may lose the ability to sell our products in certain jurisdictions, which may materially and adversely affect our business.

Regulatory agencies may further impose special requirements for the implementation and operation of our products that could significantly affect or even eliminate some of our target markets. We also may incur material costs or liabilities in complying with future government regulations. Furthermore, our potential utility customers must themselves comply with numerous laws and regulations, which may be complicated by further deregulation of the utility industry. Furthermore, our potential utility customers must themselves comply with numerous laws and regulations, which may be complicated by further deregulation of the utility industry. We cannot determine how such deregulation may ultimately affect the market for our products. Changes in regulatory standards or policies could reduce the level of investment in the research and development of alternative power sources, including our products. Any reduction or termination of such programs could increase the cost to our potential customers, making our systems less desirable and thereby adversely affect our business and financial condition.

Utilities or governmental entities could hinder our entry into and growth in the marketplace, and we may not be able to effectively sell our products.

Utilities or governmental entities on occasion have placed barriers to the installation of our products or their interconnection with the electric grid, and they may continue to do so. Utilities may charge additional fees to customers who install on-site CHP and rely on the grid for back-up power. These types of restrictions, fees, or charges could make it harder for customers to install our products or use them effectively, as well as increasing the cost to our potential customers. This could make our systems less desirable, thereby adversely affecting our revenue and other operating results.

In some instances, regional standards in our key markets have become sufficiently strict that the technical limits of controlling pollution from natural gas engines were exceeded. Our development of the Ultra low-emissions technology responded to the limits imposed in Southern California. We expect to get a CHP unit permitted in Southern California by year-end 2012, which would permit us to take advantage of California's rebate to engine CHP systems. There can be no assurance that we will be granted the permit in California or that we will be able to take advantage of rebate programs or incentives in other locations. If we fail to obtain this permit, we will be unable to take advantage of California's rebate program and our ability to compete in California will be impacted.

We may not achieve production cost reductions necessary to competitively price our products, which would adversely affect our sales.

We believe that we will need to reduce the unit production cost of our products over time to maintain our ability to offer competitively priced products. Our ability to achieve cost reductions will depend on our ability to develop low-cost design enhancements, to obtain necessary tooling and favorable supplier contracts, and to increase sales volumes so we can achieve

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economies of scale. We cannot assure you that we will be able to achieve any such production cost reductions. Our failure to do so could have a material adverse effect on our business and results of operations.

We have granted sales representation rights to an affiliated company which restricts our distribution.

In New England, our affiliate American DG Energy has exclusive sales representation rights to our cogeneration products only (not including chillers) and exclusive rights to our Ultra low-emissions technology if it is applied to engines from other CHP manufacturers in projects developed by American DG Energy (see “The Company and Its Affiliates” in the “Business” section of this prospectus). As a result of these agreements, we have limited control over our distribution of certain products in New England, and this could have a material adverse effect on our business and results of operations.

Commodity market factors impact our costs and availability of materials.

Our products contain a number of commodity materials, from metals, which include steel, special high temperature alloys, copper, nickel and molybdenum, to computer components. The availability of these commodities could impact our ability to acquire the materials necessary to meet our requirements. The cost of metals has historically fluctuated. The pricing could impact the costs to manufacture our products. If we are not able to acquire commodity materials at prices and on terms satisfactory to us or at all, our operating results may be materially adversely affected.

Our products involve a lengthy sales cycle and we may not anticipate sales levels appropriately, which could impair our results of operations.

The sale of our products typically involves a significant commitment of capital by customers, with the attendant delays frequently associated with large capital expenditures. For these and other reasons, the sales cycle associated with our products is typically lengthy and subject to a number of significant risks over which we have little or no control. We expect to plan our production and inventory levels based on internal forecasts of customer demand, which is highly unpredictable and can fluctuate substantially. If sales in any period fall significantly below anticipated levels, our financial condition, results of operations and cash flow would suffer. If demand in any period increases well above anticipated levels, we may have difficulties in responding, incur greater costs to respond, or be unable to fulfill the demand in sufficient time to retain the order, which would negatively impact our operations. In addition, our operating expenses are based on anticipated sales levels, and a high percentage of our expenses are generally fixed in the short term. As a result of these factors, a small fluctuation in timing of sales can cause operating results to vary materially from period to period.

The economic viability of our projects depends on the price spread between fuel and electricity, and the variability of these prices creates a risk that our projects will not be economically viable and that potential customers will avoid such energy price risks.

The economic viability of our CHP products depends on the spread between natural gas fuel and electricity prices. Volatility in one component of the spread, the cost of natural gas and other fuels (e.g., propane or distillate oil), can be managed to some extent by means of futures contracts. However, the regional rates charged for both base load and peak electricity may decline periodically due to excess generating capacity or general economic recessions.

Our products could become less competitive if electric rates were to fall substantially in the future. Also, potential customers may perceive the unpredictable swings in natural gas and electricity prices as an increased risk of investing in on-site CHP, and may decide not to purchase CHP products.

We are exposed to credit risks with respect to some of our customers .

To the extent our customers do not advance us sufficient funds to finance our costs during the execution phase of our contracts, we are exposed to the risk that they will be unable to accept delivery or that they will be unable to make payment at the time of delivery.

We may make acquisitions that could harm our financial performance.

To expedite development of our corporate infrastructure, particularly with regard to equipment installation and service functions, we anticipate the future acquisition of complementary businesses. Risks associated with such acquisitions include the disruption of our existing operations, loss of key personnel in the acquired companies, dilution through the issuance of additional securities, assumptions of existing liabilities, and commitment to further operating expenses. If any or all of these problems actually occur, acquisitions could negatively impact our financial performance and future stock value.

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Our ability to access capital for the repayment of debts and for future growth is limited because the financial markets are currently in a period of disruption and recession, and the Company does not expect these conditions to improve in the near future.

Our ability to continue to access capital could be impacted by various factors including general market conditions and the continuing slowdown in the economy, interest rates, the perception of our potential future earnings and cash distributions, any unwillingness on the part of lenders to make loans to us, and any deterioration in the financial position of lenders that might make them unable to meet their obligations to us.

Our business is affected by general economic conditions and related uncertainties affecting the markets in which we operate. The current unstable economic conditions including the global recession could adversely impact our business in 2012 and beyond.

The current unstable economic conditions could adversely impact our business in 2012 and beyond, resulting in reduced demand for our products, increased rate of order cancellations or delays, increased risk of supplier bankruptcy, increased rate of supply order cancellation or delays, increased risk of excess and obsolete inventories, increased pressure on the prices for our products and services; and greater difficulty in collecting accounts receivable.

Risks Related to Ownership of our Common Stock

We could issue additional Common Stock, which might dilute the book value of our Common Stock.

Our board of directors has the authority, without action or vote of our stockholders, to issue all or a part of any authorized but unissued shares. Such stock issuances may be made at a price that reflects a discount from the then-current trading price of our Common Stock. We may issue securities that are convertible into or exercisable for a significant amount of our Common Stock. These issuances would dilute your percentage ownership interest, which would have the effect of reducing your influence on matters on which our stockholders vote, and might dilute the book value of our Common Stock. You may incur additional dilution of net tangible book value if holders of stock options, whether currently outstanding or subsequently granted, exercise their options or if warrant holders exercise their warrants to purchase shares of our Common Stock. There can be no assurance that any future offering will be consummated or, if consummated, will be at a share price equal or superior to the price paid by our investors even if we meet our technological and marketing goals.

Our quarterly operating results are subject to fluctuations, and if we fail to meet the expectations of securities analysts or investors, our share price may decrease significantly.

Our annual and quarterly results may vary significantly depending on various factors, many of which are beyond our control. If our earnings do not meet the expectations of securities analysts or investors, the price of our stock could decline. Also, because our sales are primarily made on a purchase order basis, customers may generally cancel, reduce or postpone orders, resulting in reductions to our net sales and profitability.

Investment in our Common Stock is subject to price fluctuations and market volatility.

Historically, valuations of many small companies have been highly volatile. The securities of many small companies have experienced significant price and trading volume fluctuations, unrelated to the operating performance or the prospects of such companies.

Future sales of Common Stock by our existing stockholders may cause our stock price to fall.

The market price of our Common Stock could decline as a result of sales by our existing stockholders of shares of Common Stock in the market or the perception that these sales could occur. These sales might also make it more difficult for us to sell equity securities at a time and price that we deem appropriate and thus inhibit our ability to raise additional capital when it is needed.

Because we do not intend to pay cash dividends, our stockholders will receive no current income from holding our stock.

We have paid no cash dividends on our capital stock to date and we currently intend to retain all of our future earnings, if any, to fund the development and growth of our business. In addition, the terms of any future debt or credit facility may

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preclude us from paying these dividends. As a result, capital appreciation, if any, of our Common Stock will be your sole source of gain for the foreseeable future.

We are controlled by a small group of majority stockholders, and our minority stockholders will be unable to effect changes in our governance structure or implement actions that require stockholder approval, such as a sale of the Company.

George N. Hatsopoulos and John N. Hatsopoulos, who are brothers, beneficially own approximately 52.8% of our outstanding shares of Common Stock. These stockholders have the ability to control various corporate decisions, including our direction and policies, the election of directors, the content of our charter and bylaws and the outcome of any other matter requiring stockholder approval, including a merger, consolidation and sale of substantially all of our assets or other change of control transaction. The concurrence of our minority stockholders will not be required for any of these decisions.

We are controlled by our two founding shareholders, George N. Hatsopoulos and John N. Hatsopoulos. These shareholders are registering all of their holdings for resale and in the event this registration statement is declared effective, they will be able to sell all of their Common Stock.

John N. Hatsopoulos (78) and George N. Hatsopoulos (85) are registering all of their holdings for resale primarily for estate planning purposes. For that reason, the timing and the amount of any future sales by them is difficult to predict. George Hatsopoulos is a director but not an officer of the Company. John Hatsopoulos is the Chief Executive Officer and a key employee of the Company. If John Hatsopoulos or George Hatsopoulos were to sell a substantial portion of their shares in the Company, they would no longer have a substantial continuing interest in the Company. If that were to occur, it may have a material adverse effect on their performance as director or Chief Executive Officer, as applicable, and on the business of the Company. Further, substantial sales of their common stock may result in a decline in the market price of our Common Stock.

There has been a material weakness in our disclosure controls and procedures and our internal control over financial reporting, which could harm our operating results or cause us to fail to meet our reporting obligations.

As of our fiscal year end, December 31, 2011, our principal executive officer and principal accounting officer performed an evaluation of controls and procedures and concluded that our controls were not effective to provide reasonable assurance that information required to be disclosed by our Company in reports that we file under the Exchange Act, is recorded, processed, summarized and reported as when required. Management conducted an evaluation of our internal control over financial reporting and based on this evaluation, management concluded that the company's internal control over financial reporting was not effective as of December 31, 2011. The Company currently does not have personnel with a sufficient level of accounting knowledge, experience and training in the selection, application and implementation of generally acceptable accounting principles as it relates to complex transactions and financial reporting requirements. The Company also has a small number of employees dealing with general controls over information technology security and user access. This constitutes a material weakness in financial reporting. Any failure to implement effective internal controls could harm our operating results or cause us to fail to meet our reporting obligations. Inadequate internal controls could also cause investors to lose confidence in our reported financial information, which could have a negative effect on the trading price of our common stock, and may require us to incur additional costs to improve our internal control system.

Trading of our Common Stock may be restricted by the SEC's "penny stock" regulations which may limit a stockholder's ability to buy and sell our stock.

The SEC has adopted regulations which generally define "penny stock" to be any equity security that has a market price less than \$5.00 per share or an exercise price of less than \$5.00 per share, subject to certain exceptions. Our securities may be covered by the penny stock rules, which impose additional sales practice requirements on broker-dealers who sell to persons other than established customers and accredited investors. The penny stock rules require a broker-dealer, prior to a transaction in a penny stock not otherwise exempt from the rules, to deliver a standardized risk disclosure document in a form prepared by the SEC that provides information about penny stocks and the nature and level of risks in the penny stock market. The broker-dealer also must provide the customer with current bid and other quotations for the penny stock, the compensation of the broker-dealer and its salesperson in the transaction and monthly account statement showing the market value of each penny stock held in the customer's account. The bid and offer quotations, and the broker-dealer and salesperson compensation information, must be given to the customer orally or in writing prior to effecting the transaction and must be given to the customer in writing before or with the customer's confirmation. In addition, the penny stock rules require that prior to a transaction in a penny stock not otherwise exempt from these rules, the broker-dealer must make a special written determination that the penny stock is a suitable investment for the purchaser and receive the purchaser's written agreement to the transaction. These disclosure and suitability requirements may have the effect of reducing the level of trading activity in the

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secondary market for a stock that is subject to these penny stock rules. Consequently, these penny stock rules may affect the ability of broker-dealers to trade our securities. We believe that the penny stock rules may discourage investor interest in and limit the marketability of our capital stock. Trading of our capital stock may be restricted by the SEC's "penny stock" regulations which may limit a stockholder's ability to buy and sell our stock.

The recently enacted JOBS Act will allow us to postpone the date by which we must comply with certain laws and regulations and will reduce the amount of information provided by us in reports filed with the SEC. We cannot be certain if the reduced disclosure requirements applicable to emerging growth companies will make our common stock less attractive to investors.

We are and we will remain an "emerging growth company", as defined in the Jumpstart Our Business Startups Act of 2012, or the JOBS Act, until the earliest to occur of (i) the last day of the fiscal year during which our total annual gross revenues equal or exceed \$1 billion (subject to adjustment for inflation), (ii) the last day of the fiscal year following the fifth anniversary of our initial public offering, (iii) the date on which we have, during the previous three-year period, issued more than \$1 billion in non-convertible debt, or (iv) the date on which we are deemed a large accelerated filer under the Exchange Act.

For so long as we remain an emerging growth company as we will not be required to:

- have an auditor report on our internal controls over financial reporting pursuant to Section 404(b) of the Sarbanes-Oxley Act;
- comply with any requirement that may be adopted by the Public Company Accounting Oversight Board regarding mandatory audit firm rotation or a supplement to the auditor's report providing additional information about the audit and the financial statements (i.e., an auditor discussion and analysis);
- submit certain executive compensation matters to shareholder non-binding advisory votes;
- submit for shareholder approval golden parachute payments not previously approved; and
- disclose certain executive compensation related items such as the correlation between executive compensation and financial performance and comparisons of the Chief Executive Officer's compensation to median employee compensation, when such disclosure requirements are adopted.

In addition, Section 107 of the JOBS Act also provides that an emerging growth company can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act for complying with new or revised accounting standards. An emerging growth company can therefore delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. However, we are choosing to "opt out" of such extended transition period, and as a result, we will comply with new or revised accounting standards on the relevant dates on which adoption of such standards is required for non-emerging growth companies. Section 107 of the JOBS Act provides that our decision to opt out of the extended transition period for complying with new or revised accounting standards is irrevocable.

We cannot predict if investors will find our common stock less attractive because we may rely on some of these exemptions. If some investors find our common stock less attractive as a result, there may be a less active trading market for our common stock and our stock price may be more volatile. If we avail ourselves of certain exemptions from various reporting requirements, our reduced disclosure may make it more difficult for investors and securities analysts to evaluate us and may result in less investor confidence.

SPECIAL NOTE REGARDING FORWARD LOOKING STATEMENTS

This prospectus contains forward-looking statements that involve substantial risks and uncertainties. All statements, other than statements of historical facts, contained in this prospectus, including statements regarding our strategy, future operations, future financial position, future revenues, projected costs, prospects, plans and objectives of management, are forward-looking statements. The words "anticipate," "believe," "estimate," "expect," "intend," "may," "plan," "predict," "project," "target," "potential," "will," "would," "could," "should," "continue," and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words.

The forward-looking statements in this prospectus include, among other things, statements about:

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- our future financial performance, including our revenue, cost of revenue, operating expenses and ability to achieve and maintain profitability;
- our ability to market, commercialize and achieve market acceptance for our combined heat and power systems or any other product candidates or products that we may develop;
- our ability to innovate and keep pace with changes in technology;
- the success of our marketing and business development efforts;
- our ability to maintain, protect and enhance our intellectual property;
- the effects of increased competition in our market;
- our ability to effectively manage our growth and successfully enter new markets;
- and
- the attraction and retention of qualified employees and key personnel.

We may not actually achieve the plans, intentions or expectations disclosed in our forward-looking statements, and you should not place undue reliance on our forward-looking statements. Actual results or events could differ materially from the plans, intentions and expectations disclosed in the forward-looking statements we make. We have included important factors in the cautionary statements included in this prospectus, particularly in the “Risk factors” section, that we believe could cause actual results or events to differ materially from the forward-looking statements that we make. Our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures or investments we may make.

You should read this prospectus and the documents that we reference in this prospectus and have filed as exhibits to the registration statement of which this prospectus is a part completely and with the understanding that our actual future results may be materially different from what we expect. The forward-looking statements contained in this prospectus are made as of the date of this prospectus, and we do not assume any obligation to update any forward-looking statements except as required by applicable law.

USE OF PROCEEDS

We will not receive any proceeds from the sale of shares of Common Stock by the selling stockholders which are offered by this prospectus.

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DETERMINATION OF OFFERING PRICE

The offering price for the shares in this offering was determined by our management. In determining the initial public offering price of the shares we considered several factors including the following:

- our status of business development;
- our new business structure and operations;
- prevailing market conditions, including the history and prospects for our industry;
- our future prospects and the experience of our management; and
- our capital structure.

Therefore, the public offering price of the shares does not necessarily bear any relationship to established valuation criteria and may not be indicative of prices that may prevail at any time or from time to time in the public market for the Common Stock. You cannot be sure that a public market for any of our securities will develop and continue or that the securities will ever trade at a price at or higher than the offering price in this prospectus.

DILUTION

We are not selling any of the shares of our Common Stock in this offering. All of the shares sold in this offering will be held by the selling stockholders at the time of the sale, so that no dilution will result from the sale of the shares.

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SELLING SECURITY HOLDERS

The 31,535,787 common shares being offered for resale pursuant to this registration statement, or Common Shares, may be sold from time to time for the account of the selling security holders named in the following table. However, the selling security holders are not obligated to sell any of our Common Shares offered by this prospectus.

Beneficial ownership is determined in accordance with the rules of the SEC. These rules generally attribute beneficial ownership of securities to persons who possess sole or shared voting power or investment power with respect to those securities. Except as otherwise indicated, all persons listed below have sole voting and investment power with respect to the shares beneficially owned by them, subject to applicable community property laws. The information is not necessarily indicative of beneficial ownership for any other purpose. With respect to selling stockholders that are entities, the individuals who have voting or investment power over the shares, as indicated, disclaim beneficial ownership of the securities except for their pecuniary interest therein.

The table below contains information, to our knowledge, regarding each selling security holder's beneficial ownership of our Common Shares as of the date of this prospectus, and as adjusted to reflect the sale of the shares offered hereby, assuming that all of the shares offered hereby will be sold.

Selling stockholder	Shares Beneficially Owned Prior to Offering		Shares Being Offered (1)	Shares Beneficially Owned After Offering	
	Number	Percentage		Number (2)	Percentage
John N. Hatsopoulos (3)	14,875,350	27.34%	14,875,350	—	*
George N. Hatsopoulos (4)	14,206,077	25.96%	14,206,077	—	*
Robert A. Panora (5)	778,400	1.43%	653,400	125,000	*
Bruno Meier	500,000	*	500,000	—	*
Charles T. Maxwell (6)	325,000	*	300,000	25,000	*
Pictet Bank & Trust (7)	250,000	*	250,000	—	*
Angelina M. Galiteva (8)	225,000	*	100,000	125,000	*
Ahmed F. Ghoniem (9)	125,000	*	100,000	25,000	*
Hans Schopper	100,000	*	100,000	—	*
JNH 1989 Family Trust f/b/o Nia Marie Hatsopoulos (10)	230,491	*	170,480	60,011	*
JNH 1989 Family Trust f/b/o Alexander Hatsopoulos (11)	230,491	*	170,480	60,011	*
Anthony S. Loumidis (12)	292,500	*	60,000	232,500	*
Bonnie J. Brown (13)	350,000	*	50,000	300,000	*
Total	32,488,309		31,535,787	952,522	

* Represents beneficial ownership of less than 1% of our outstanding Common Stock.

+ Member of our Board of Directors.

Executive Officer

- Shares beneficially owned by our security holders and offered hereby consist of 31,535,787 outstanding shares of Common Stock.
- The number assumes each selling security holder sells all of its shares being offered pursuant to this prospectus.
- Includes: (a) 8,540,838 shares of Common Stock held by J&P Enterprises LLC for the benefit of: (1) John N. Hatsopoulos and (2) Patricia L. Hatsopoulos. John N. Hatsopoulos is the Executive Member of J&P Enterprises LLC and has voting and investment power; (b) 2,375,077 shares of Common Stock held by John N. Hatsopoulos and his wife, Patricia L. Hatsopoulos, as joint tenants with rights of survivorship, each of whom share voting and investment power; and (c) 3,959,435 shares of Common Stock held by The John N. Hatsopoulos Family Trust 2007 for the

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benefit of: (1) Patricia L. Hatsopoulos, (2) Alexander J. Hatsopoulos, and (3) Nia Marie Hatsopoulos, for which Dr. George N. Hatsopoulos and Ms. Patricia L. Hatsopoulos are the trustees.

4. Includes: (a) 5,968,504 shares of Common Stock, directly held by Dr. George N. Hatsopoulos; (b) 7,934,350 shares of Common Stock; held by Dr. Hatsopoulos and his wife, Daphne Hatsopoulos, as joint tenants, each of whom share voting and investment power; and (c) 303,223 shares of Common Stock issuable upon conversion of \$90,967 principal amount of 6% convertible debentures. This amount does not include 2,272,391 shares held in the 1994 Hatsopoulos Family Trust for the benefit of Dr. and Mrs. Hatsopoulos' adult children, for whom Ms. Daphne Hatsopoulos and Mr. Gordon Erlich are the trustees. Dr. Hatsopoulos disclaims beneficial ownership of the shares held by this trust. Dr. George N. Hatsopoulos is a director of the Company.
5. Includes 653,400 shares of Common Stock, directly held by Mr. Panora, who is the Chief Operating Officer and President of the Company.
6. Includes 300,000 shares of Common Stock, directly held by Mr. Maxwell, who is a director of the Company.
7. Includes 250,000 shares of Common Stock held by Pictet Bank & Trust. The address of Pictet Bank & Trust is Bayside Executive Park, West Bay Street and Blake Road, Nassau Bahamas. Mr. Eric Messmer is the authorized signatory of the company and may be deemed to exercise voting and/or dispositive power with respect to these shares.
8. Includes 100,000 shares of Common Stock, directly held by Ms. Galiteva, who is the Chairperson of the Board of the Company.
9. Includes 100,000 shares of Common Stock, directly held by Dr. Ghoniem, who is a director of the Company.
10. Includes 170,480 of Common Stock held in the JNH 1989 Family Trust for the benefit of Nia Marie Hatsopoulos, for whom Mr. and Mrs. Paris Nicolaidis are the trustees. Mr. John N. Hatsopoulos disclaims beneficial ownership of the shares held by this trust.
11. Includes 170,480 of Common Stock held in the JNH 1989 Family Trust for the benefit of Alexander J. Hatsopoulos, for whom Mr. and Mrs. Paris Nicolaidis are the trustees. Mr. John N. Hatsopoulos disclaims beneficial ownership of the shares held by this trust.
12. Includes 60,000 shares of Common Stock, directly held by Mr. Loumidis, who is a Vice President and Treasurer of the Company.
13. Includes 50,000 shares of Common Stock, directly held by Ms. Brown, who is the Chief Financial Officer of the Company.

Except for the current directors and officers as set forth in this Section and in the footnotes to the table above, other than Mr. Paris Nikolaidis, a former director of the Company who resigned from our Board of Directors on July 15, 2010, none of the selling stockholders has held any position or office, or had any other material relationship with the company within the past three years. See "Certain Relationships and Related Transactions" for a discussion of certain of the selling security holders' relationship to us and our affiliates.

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The 31,535,787 Common Shares being offered for resale pursuant to this registration statement were acquired by the selling security holders as shown on the table below:

	Shares Issued	Date Issued	Share Price	Amount
<u>Founders Round One @ \$0.0003 per share</u>				
George N. Hatsopoulos	3,900,000	7/24/2001	\$ 0.0003	\$ 1,170
John N. Hatsopoulos & Patricia L. Hatsopoulos	2,375,077	7/24/2001	\$ 0.0003	\$ 713
John N. Hatsopoulos Family Trust 2008	1,524,923	7/24/2001	\$ 0.0003	\$ 457
<u>Restricted Stock Award</u>				
Anthony S. Loumidis	30,000	12/10/2001	\$ 0.0003	\$ 9
<u>Founders Round Two @ \$0.03 per share</u>				
George N. Hatsopoulos	1,627,609	11/15/2000	\$ 0.030	\$ 48,828
J&P Enterprises LLC	2,573,088	11/15/2000	\$ 0.030	\$ 77,193
John N. Hatsopoulos Family Trust 2008	1,326,912	11/15/2000	\$ 0.030	\$ 39,807
Robert A. Panora	100,000	5/15/2001	\$ 0.030	\$ 3,000
George N. Hatsopoulos	190,000	4/17/2002	\$ 0.300	\$ 57,000
<u>Private Placement @ \$0.30 per share</u>				
Charles T. Maxwell	100,000	3/1/2004	\$ 0.300	\$ 30,000
Charles T. Maxwell	100,000	11/3/2006	\$ 0.300	\$ 30,000
<u>Restricted Stock Award</u>				
Robert A. Panora	533,400	12/4/2006	\$ 0.001	\$ 533
Robert A. Panora	20,000	12/4/2006	\$ 0.001	\$ 20
Bonnie J. Brown	50,000	12/13/2006	\$ 0.001	\$ 50
Anthony S. Loumidis	30,000	12/13/2006	\$ 0.001	\$ 30
Angelina M. Galiteva	100,000	12/13/2006	\$ 0.001	\$ 100
<u>Conversion of Debt into Equity @ \$0.30 per share</u>				
George & Daphne Hatsopoulos JT	2,191,600	1/1/2007	\$ 0.300	\$ 657,480
John N. Hatsopoulos Family Trust 2008	1,107,600	1/1/2007	\$ 0.300	\$ 332,280
George & Daphne Hatsopoulos JT	3,900,000	9/30/2008	\$ 0.300	\$ 1,170,000
George & Daphne Hatsopoulos JT	1,842,750	9/30/2008	\$ 0.300	\$ 552,825
J&P Enterprises LLC	3,900,000	9/30/2008	\$ 0.300	\$ 1,170,000
J&P Enterprises LLC	1,842,750	9/30/2008	\$ 0.300	\$ 552,825
<u>Restricted Stock Award</u>				
Ahmed F. Ghoniem	100,000	10/1/2008	\$ 0.001	\$ 100
Charles T. Maxwell	100,000	10/1/2008	\$ 0.001	\$ 100
<u>Warrant Exercise @ \$0.30 per share</u>				
George N. Hatsopoulos	225,000	3/26/2010	\$ 0.300	\$ 67,500
J&P Enterprises LLC	225,000	3/26/2010	\$ 0.300	\$ 67,500
<u>Conversion of Debt into Equity @ \$0.50 per share</u>				
George N. Hatsopoulos	25,895	9/24/2011	\$ 0.500	\$ 12,948
<u>Private Placement @ \$0.80 per share</u>				
Bruno Meier	250,000	4/6/2012	\$ 0.800	\$ 200,000
Hans Schopper	100,000	5/10/2012	\$ 0.800	\$ 80,000
Pictet Bank & Trust	250,000	5/24/2012	\$ 0.800	\$ 200,000
JNH 1989 Family Trust f/b/o Nia Marie Hatsopoulos	166,667	9/30/2012	\$ 0.300	\$ 50,000
JNH 1989 Family Trust f/b/o Alexander Hatsopoulos	166,667	9/30/2012	\$ 0.300	\$ 50,000
JNH 1989 Family Trust f/b/o Nia Marie Hatsopoulos	3,813	9/30/2012	\$ 0.800	\$ 3,050
JNH 1989 Family Trust f/b/o Alexander Hatsopoulos	3,813	9/30/2012	\$ 0.800	\$ 3,050
Bruno Meier	250,000	12/3/2012	\$ 0.800	\$ 200,000
<u>Shares upon future exercise of Convertible Debenture</u>				
George N. Hatsopoulos	303,223		\$ 0.300	\$ 90,967
Total shares registered	31,535,787			\$ 5,749,535

1. Includes shares of Common Stock that have been issued on the dates described in the table above.
2. Includes 303,223 shares of Common Stock issuable upon conversion of \$90,967 principal amount of 6% convertible debentures due September 24, 2013.

TECOGEN INC.

PLAN OF DISTRIBUTION

The selling security holders may, from time to time, sell, transfer, or otherwise dispose of any or all of their Common Shares on any stock exchange, market, or trading facility on which the shares are traded or in private transactions. These dispositions may be at fixed prices, at prevailing market prices at the time of sale, at prices related to the prevailing market price, at varying prices determined at the time of sale, or at negotiated prices. The selling security holders will initially sell shares of our Common Stock at \$0.80 per share, until such time as shares of our Common Stock may be quoted on the OTC Bulletin Board or listed on a national or international securities exchange. The selling security holders may use any one or more of the following methods when disposing of their Common Shares:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent, but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- through the writing or settlement of options or other hedging transactions, whether through an options exchange or otherwise;
- broker-dealers may agree with the selling security holders to sell a specified number of such shares at a stipulated price per share;
- a combination of any such methods of sale; and
- any other method permitted by applicable law.

The selling security holders may, from time to time, pledge or grant a security interest in some or all of the Common Shares owned in their name and, if they default in the performance of the secured obligations, the pledgees or secured parties may offer and sell the Common Shares, from time to time, under this prospectus, or under an amendment to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act to include the pledgee, transferee or other successors in interest as the selling security holders under this prospectus. The selling security holders also may transfer the Common Shares in other circumstances, in which case the transferees, pledges, or other successors in interest will be the selling beneficial owners for purposes of this prospectus.

In connection with the sale of our Common Shares, the selling security holders may enter into hedging transactions with broker-dealers or other financial institutions and may also enter into option or other transactions with broker-dealers or other financial institutions or the creation of one or more derivative securities which require the delivery to such broker-dealer or other financial institution of Common Shares offered by this prospectus, which shares such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction).

The aggregate proceeds to the selling security holders from the sale of the Common Shares offered by them will be the purchase price of the Common Shares less discounts or commissions, if any. The selling security holders reserve the right to accept and, together with their respective agents from time to time, to reject, in whole or in part, any proposed purchase of Common Shares to be made directly or through agents.

The selling security holders also may resell all or a portion of the Common Shares in transactions on the OTC Bulletin Board a national, or international securities exchange, if and when our shares are quoted on the OTC Bulletin Board or listed on a national, or international securities exchange, in reliance upon Rule 144 under the Securities Act, provided that such transaction meets the criteria and conforms to the requirements of that rule.

Any underwriters, broker-dealers, or agents that participate in the sale of the Common Shares may be “underwriters” within the meaning of Section 2(11) of the Securities Act. Any discounts, commissions, concessions, or profit they earn on any resale of the shares may be underwriting discounts and commissions under the Securities Act.

To the extent required, the Common Shares to be sold, the name of the selling stockholder, the respective purchase prices and public offering prices, the names of any agent, dealer, or underwriter, any applicable commissions or discounts with

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respect to a particular offer will be set forth in an accompanying prospectus supplement or, if appropriate, a post-effective amendment to the registration statement that includes this prospectus.

In order to comply with the securities laws of some states, if applicable, the Common Shares may be sold in these jurisdictions only through registered or licensed brokers or dealers. In addition, in some states the Common Shares may not be sold unless it has been registered or qualified for sale or an exemption from registration or qualification requirements is available and is complied with.

We have advised the selling security holders that the anti-manipulation rules of Regulation M under the Exchange Act may apply to sales of shares in the market and to the activities of the selling security holders and their affiliates. In addition, to the extent applicable we will make copies of this prospectus (as it may be supplemented or amended from time to time) available to the selling security holders for the purpose of satisfying the prospectus delivery requirements of the Securities Act. The selling security holders may indemnify any broker-dealer that participates in transactions involving the sale of the shares against certain liabilities, including liabilities arising under the Securities Act.

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DESCRIPTION OF SECURITIES TO BE REGISTERED

Up to 31,535,787 shares of our Common Stock may be sold by the selling security holders pursuant to this prospectus. The shares of common shares being offered for resale pursuant to this prospectus may be sold from time to time for the account of the selling security holders named in the "Selling Security Holders" section of this prospectus.

General

The following description of our capital stock and provisions of our amended and restated certificate of incorporation and bylaws are summaries and are qualified by reference to the charter and the bylaws that will be in effect upon the effectiveness of this registration statement. These documents are filed as exhibits hereto.

Upon the effectiveness of this registration statement, our authorized capital stock will consist of 100,000,000 shares of Common Stock, par value \$0.001 per share.

The following description summarizes information about our capital stock. You can obtain more comprehensive information about our capital stock by reviewing our certificate of incorporation and bylaws as well as the Delaware General Corporation Law.

Common Stock

General. As of the date of this prospectus, there were 54,417,854 shares of our Common Stock outstanding, held of record by 110 stockholders.

Voting Rights. Each holder of Common Stock is entitled to one vote per share on all matters properly submitted to a vote of the stockholders, including the election of directors. Our charter will not provide for cumulative voting rights. Because of this, but subject to the rights of any then outstanding shares of preferred stock, the holders of a majority of the shares of Common Stock entitled to vote in any election of directors can elect all of the directors standing for election, if they should so choose. An election of directors by our stockholders is determined by a plurality of the votes cast by stockholders entitled to vote on the election.

Dividends. Subject to preferences that may be applicable to any then outstanding preferred stock, the holders of our outstanding shares of Common Stock are entitled to receive dividends, if any, as may be declared from time to time by our Board of Directors out of legally available funds.

Liquidation. In the event of our liquidation, dissolution or winding up, holders of Common Stock will be entitled to share ratably in the net assets legally available for distribution to stockholders after the payment of all of our debts and other liabilities, subject to the satisfaction of any liquidation preference granted to the holders of any outstanding shares of preferred stock.

Rights and Preferences. Holders of our Common Stock have no preemptive, conversion or subscription rights, and there are no redemption or sinking fund provisions applicable to our Common Stock with the exception of the investment of Southern California Gas Company on June 13, 2011, which has certain stockholder rights and a redemption right whereby the investor may redeem the shares for cash until the earlier of, the initiation of a public offering of the Company by filing a registration statement with the SEC, or five years, whatever comes first. The rights, preferences and privileges of holders of Common Stock are subject to and may be adversely affected by the rights of the holders of shares of any series of preferred stock that we may designate and issue in the future. The filing of our registration statement on Form S-1 on December 22, 2011, resulted in the expiration of the rights and preferences of the Southern California Gas Company; therefore as of September 30, 2012, we do not have any rights or preferences outstanding.

Stock Options

As of September 30, 2012, we had 4,431,000 options outstanding under our Stock Plan, each with a weighted average exercise price of \$0.49 per share.

Warrants

As of September 30, 2012, there were no warrants outstanding.

TECOGEN INC.

Registration Rights

The Company is not a party to any registration rights agreements.

Delaware Anti-Takeover Law and Charter and Bylaws Provisions

Delaware Anti-Takeover Law. We are subject to Section 203 of the Delaware General Corporation Law. Section 203 of that law generally prohibits a public Delaware corporation from engaging in a “business combination” with an “interested stockholder” for a period of three years after the date of the transaction in which the person became an interested stockholder, unless the interested stockholder attained such status with the approval of our Board of Directors, the business combination is approved in a prescribed manner or the interested stockholder acquired at least 85% of our outstanding voting stock in the transaction in which it became an interested stockholder. A “business combination” includes, among other things, a merger or consolidation involving us and the “interested stockholder” and the sale of more than 10% of our assets. In general, an “interested stockholder” is any entity or person beneficially owning 15% or more of our outstanding voting stock and any entity or person affiliated with or controlling or controlled by such entity or person.

Certificate of Incorporation and Bylaws. Provisions of our certificate of incorporation and bylaws may delay or discourage transactions involving an actual or potential change of control or change in our management, including transactions in which stockholders might otherwise receive a premium for their shares, or transactions that our stockholders might otherwise deem to be in their best interests. Therefore, these provisions could adversely affect the price of our Common Stock if and when it becomes tradable. Among other things, our charter and bylaws:

- authorize the issuance of “blank check” preferred stock, the terms of which may be established and shares of which may be issued without stockholder approval;
- eliminate the ability of stockholders to call a special meeting of stockholders;
- and
- establish advance notice requirements for nominations for election to the Board of Directors or for proposing matters that can be acted upon at stockholder meetings.

The amendment of any provisions of our charter by the stockholders would require the approval of the holders at least two-thirds of our then outstanding Common Stock. Our by-laws may be amended or repealed by a majority vote of our Board of Directors or by the affirmative vote of the holders of at least two-thirds of our then outstanding Common Stock.

Over-the-Counter (OTC) Bulletin Board and National, or International Securities Exchange

Following the effectiveness of this registration statement, we intend to arrange for the quotation of our Common Stock on the OTC Bulletin Board or the listing of our Common Stock on a national or international securities exchange.

Authorized but Unissued Shares

The authorized but unissued shares of Common Stock and preferred stock are available for future issuance without stockholder approval, subject to any limitations imposed by regulatory authorities. These additional shares may be used for a variety of corporate finance transactions, acquisitions and employee benefit plans. The existence of authorized but unissued and unreserved Common Stock and preferred stock could make it more difficult or discourage an attempt to obtain control of us by means of a proxy contest, tender offer, merger or otherwise.

Transfer Agent and Registrar

The transfer agent and registrar for our Common Stock will be Continental Stock Transfer and Trust Company.

EXPERTS

The consolidated financial statements as of and for the periods ended December 31, 2011 and 2010, appearing in this registration statement and prospectus have been audited by McGladrey LLP (formerly McGladrey & Pullen, LLP), an independent registered public accounting firm, as stated in their report appearing elsewhere herein, and are included in reliance upon such report and upon the authority of such firm as experts in accounting and auditing.

No expert or counsel named in this prospectus as having prepared or certified any part of this prospectus or having given an opinion upon the validity of the securities being registered or upon other legal matters in connection with the registration or offering of the Common Stock was employed on a contingency basis, or had, or is to receive, any interest,

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directly or indirectly, in our Company or any of our parents or subsidiaries. Nor was any such person connected with us or any of our parents or subsidiaries, if any, as a promoter, managing or principal underwriter, voting trustee, director, officer, or employee.

LEGAL MATTERS

The validity of our Common Stock offered under this prospectus will be passed upon by Sullivan & Worcester LLP, Boston, Massachusetts.

TECOGEN INC.

BUSINESS

Overview

Tecogen designs, manufactures, and sells systems that produce electricity, hot water, and air conditioning for commercial and industrial buildings. These systems, powered by natural gas engines, are efficient because they drive electric generators or compressors – which reduce the amount of electricity purchased from the utility – plus they use the engine’s waste heat for water heating, space heating, and/or air conditioning at the customer’s building. We call this cogeneration technology CHP for combined heat and power.

Tecogen manufactures three types of CHP products:

- Cogeneration units that supply electricity and hot water;
- Chillers that provide air-conditioning and hot water; and
- High-efficiency water heaters.

All of these are standardized, modular, small-scale CHP products, with a limited number of designs that can serve many different types of customers. The market for these products is driven by their ability to reduce energy costs, carbon emissions, and customers’ dependence on the electric grid. Other factors behind the demand for natural gas-fueled CHP systems include America’s growing natural gas reserves and its domestic energy policies, as well as customers’ desire to become more socially responsible. Traditional customers for our cogeneration and chiller systems include hospitals and nursing homes, colleges and universities, health clubs and spas, hotels and motels, office and retail buildings, food and beverage processors, multi-unit residential buildings, laundries, ice rinks, swimming pools, factories, municipal buildings, and military installations.

Our CHP technology uses low-cost, mass-produced engines manufactured by GM and Ford, which we modify to run on natural gas. In the case of our mainstay cogeneration and chiller products, the engines have proved to be cost-effective and reliable. In 2009, our research team developed a low-cost process for removing air pollutants from the engine exhaust. This low-emissions technology gives our natural gas engines exceptionally low levels of “criteria” air pollutants (those that are regulated by the EPA because they can harm human health and the environment).

After a successful field test of more than a year, in 2012 we introduced the technology commercially as an option for all of our products under the trade name *Ultra* (patent pending). The Ultra low-emissions technology repositions our engine-driven products in the marketplace, making them comparable environmentally with emerging technologies such as fuel cells, but at a much lower cost and greater efficiency.

Our CHP products are sold directly to customers by our in-house marketing team and by established sales agents and representatives, including American DG Energy and EuroSite Power which are affiliated companies. We have an installed base of more than 2,100 units. Many have been operating for almost 25 years. Our principal engine supplier is GM, and principal generator suppliers are Danotek Motion Technologies and Marathon Electric. To produce air conditioning, our engines drive a compressor purchased from J&E Hall International.

In 2009, we created a subsidiary, Ilios, to develop and distribute a line of high-efficiency heating products, starting with a water heater. These products are much more efficient than conventional boilers in commercial buildings and industrial processes (see “Our Products” below). As of the date of this prospectus, we own a 62.5% interest in Ilios.

Tecogen was formed in the early 1960s as the Research and Development New Business Center of Thermo Electron Corporation, which is now Thermo Fisher Scientific Inc. For the next 20 years, this group performed fundamental and applied research in many energy-related fields to develop new technologies. During the late 1970s, new federal legislation enabled electricity customers to sell power back to their utility. Thermo Electron saw a fit between the technology and know-how it possessed and the market for cogeneration systems.

In 1982, the Research and Development group released its first major product, a 60-kilowatt (kW) cogenerator. In the late 1980s and early 1990s, they introduced air-conditioning and refrigeration products using the same gas engine-driven technology, beginning with a 150-ton chiller (tons are a measure of air-conditioning capacity). In 1987, Tecogen was spun out as a separate entity by Thermo Electron and in 1992 Tecogen became a division of the newly formed Thermo Power Corporation.

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In 2000, Thermo Power Corporation was dissolved, and Tecogen was sold to private investors including Thermo Electron's original founders, Dr. George N. Hatsopoulos and John N. Hatsopoulos. Tecogen Inc. was incorporated in the State of Delaware on November 15, 2000. Our business and registered office is located at 45 First Avenue, Waltham, Massachusetts, 02451. Our telephone number is 781-466-6400.

Industry Background

During the 20th century, fossil-fuel power plants worldwide evolved toward large, complex central stations using high-temperature steam turbines. This technology, though steadily refined, reached a maximum efficiency of about 40% that persists to this day. According to the EPA website, the average efficiency of fossil-fuel power plants in the United States is 33% and has remained virtually unchanged for four decades.

The efficiency limitation reached in steam power plant design is universal in devices that convert the chemical energy from a burned fuel to electric power. This upper boundary is due not only to practical design limitations, but also to the fundamental thermodynamic barriers inherent in energy conversion. The limit can be exceeded only incrementally and at significant cost.

The best efficiency obtainable today is about 50%, from either a combined-cycle steam turbine or a fuel cell, as stated by the Northwest Power Planning Council report of August 2002, titled "Natural Gas Combined-cycle Gas Turbine Power Plants." A combined-cycle system incorporates a second turbine powered by exhaust gases from the first turbine. Large-scale replacement of existing power plants with combined-cycle technology would take decades, be very expensive, and yield marginal benefits. Fuel cells remain very expensive, and they are mostly confined to highly subsidized projects aimed at proving that the technology works.

CHP – which harnesses waste energy from the power generation process and puts it to work on-site – can boost the efficiency of energy conversion to nearly 90%, a better than two-fold improvement over central steam plants. Power generation alone, without capturing and using waste heat, cannot exceed an ideal, theoretical efficiency of about 70%, according to the basic thermodynamic laws governing energy conversion from fossil fuel combustion.

The implications of the CHP approach are significant. If CHP were applied on a large scale, global fuel usage might be curtailed dramatically. Small on-site power systems, in sizes like boilers and furnaces, would serve customers ranging from homeowners to large industrial plants. This is described as "distributed" energy, in contrast to central power.

CHP became recognized in the late 1970s as a technology essential to reduce fossil fuel consumption, pollution, and grid congestion. Since then, CHP has been applied increasingly around the world, mainly to reduce consumers' energy costs but also for its societal benefits. According to a report by the International Energy Agency, or IEA, titled "*Sustainable energy technologies for today...and tomorrow (2009)*," the value of CHP technology to customers and policy makers stems from the fact that CHP systems are "inherently energy efficient and produce energy where it is needed."

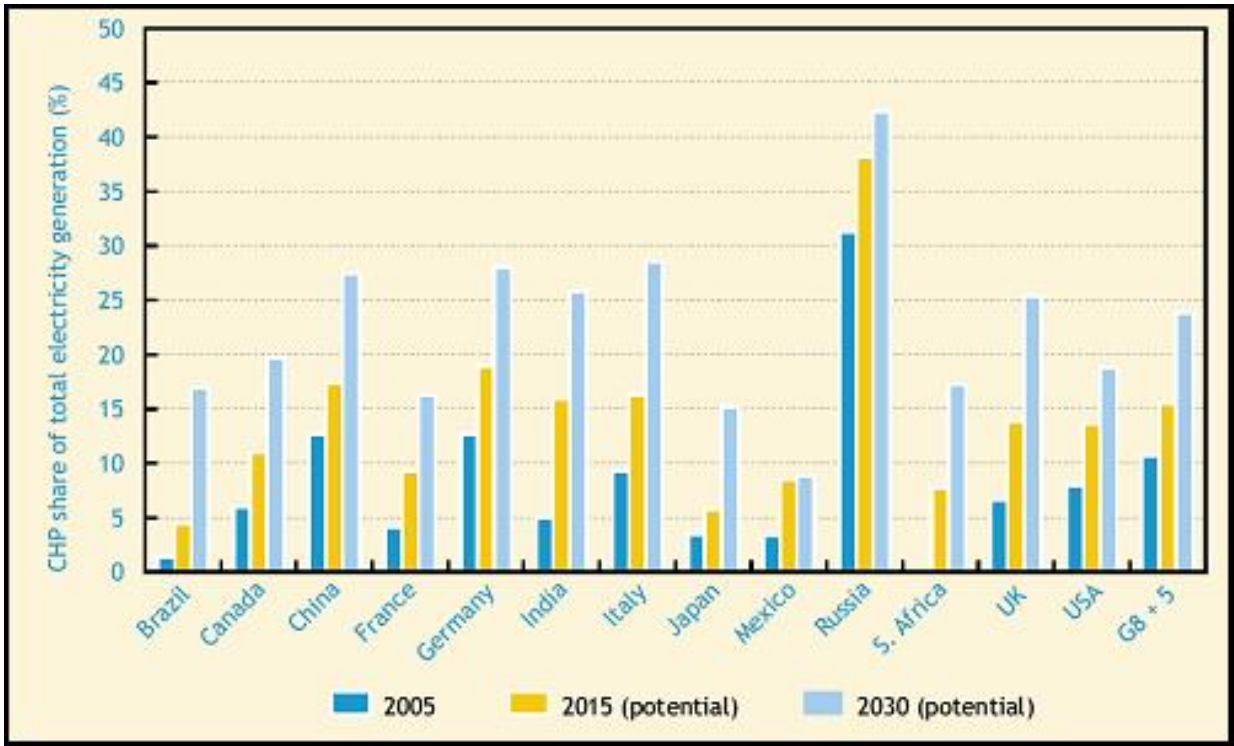
According to the IEA report, the benefits of CHP include:

- Dramatically increased fuel efficiency;
- Reduced emissions of carbon dioxide (CO₂) and other pollutants;
- Cost savings for the energy consumer;
- Reduced need for transmission and distribution networks; and
- Beneficial use of local energy resources, providing a transition to a low-carbon future.

CHP generates about 10% of the world's electricity. With CHP-friendly policies in place, most countries could double or triple their existing CHP power output by 2030 (Figure 1). According to the IEA report, CHP could supply up to 24% of global generation, while meeting 40% of Europe's target reductions in carbon emissions.

Figure 1 - Major Economies' CHP Potential

Source: IEA report, *Cogeneration and District Energy: Sustainable energy technologies for today...and tomorrow (2009)*
 (Data from 2008)



For the United States, this IEA report indicates the potential for CHP could increase from approximately 8% share of electricity generation in 2005 to approximately 18% by 2030. Given U.S. electric demand of about 500,000 megawatts in 2012, CHP could account for up to 35,000 megawatts of new capacity through 2030 in a broad spectrum of sizes and market sectors. Moreover, an Executive Order to accelerate investments in industrial energy efficiency, including CHP released by the White House on August 30, 2012, has set a new national goal of 40 gigawatts, or GW, of new CHP in the United States, thus accelerating this IEA timetable by 10 years.

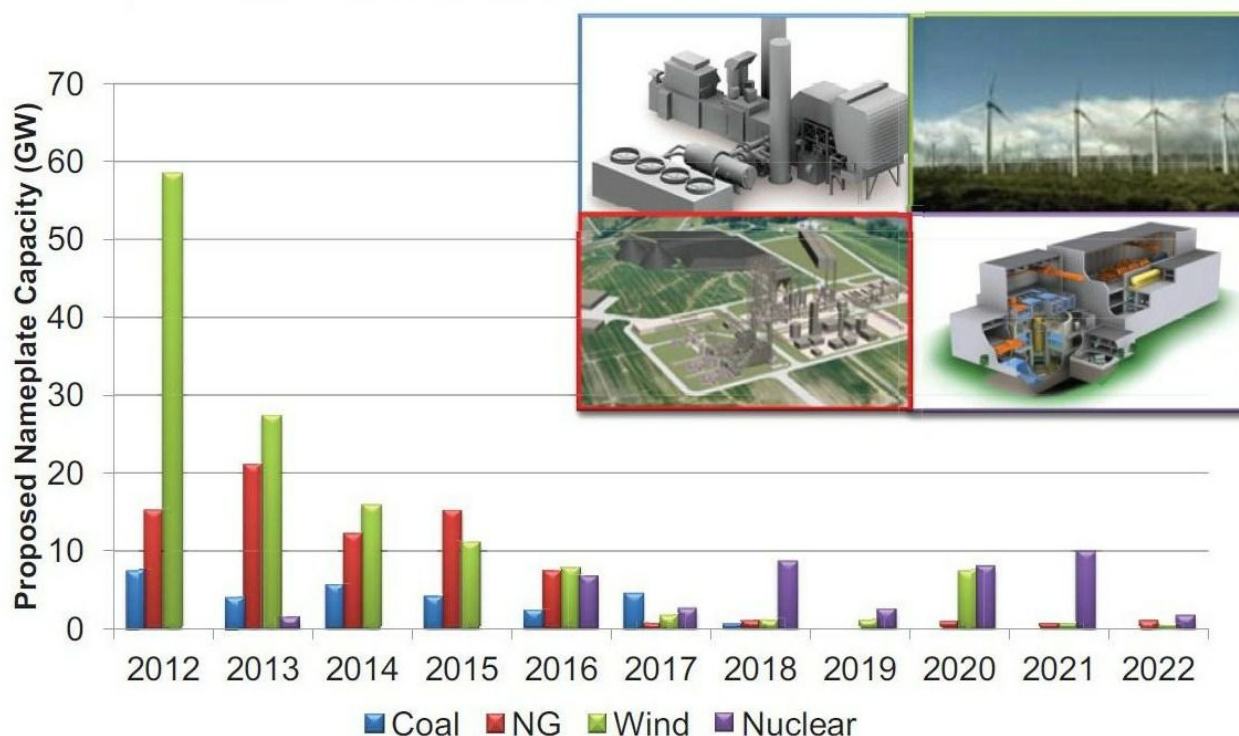
On-site CHP not only eliminates the loss of electric power during transmission, but also offsets the capital expense of upgrading or expanding the utility infrastructure. The national electric grid is already challenged to keep up with existing power demand. The grid consists of power generation plants as well as the transmission and distribution network consisting of substations and wires.

Power plants are aging, and plans for new power plants are on the decline (Figure 2). According to the U.S. Energy Information Administration's "Form EIA-860 Annual Electric Generator Report (2010)," the average age of a U.S. coal-fired power plant is 44 years. Coal plants account for about 30% of the nation's generation capacity.

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Figure 2 – Proposed U.S. New Capacity: Coal, Natural Gas, Wind, and Nuclear

Source: National Energy Technology Laboratory, *Tracking New Coal Fired Power Plants (2012)*.



In addition, the transmission and distribution network is operating at capacity in urban areas. Decentralizing power generation by installing equipment at customer sites not only relieves the capacity burden on existing power plants, but also unburdens transmission and distribution lines. This ultimately improves the grid’s reliability and reduces the need for costly upgrades. Consolidated Edison, Inc., the electric utility of New York City and surrounding areas, intends to integrate energy efficiency, distributed generation, and demand response as a way to defer new infrastructure investments, according to the utility’s 2010 long-range plan.

We believe that increasingly favorable economic conditions could improve our business prospects domestically and abroad. Specifically, we believe that natural gas prices might increase from their current depressed values, but only modestly, while electric rates could go up over the long-term as utilities pay for better emission controls, efficiency improvements, and the integration of renewable power sources. The net result of relative gas and electric prices could be greater cost savings and annual rates of return to CHP customers.

Moreover, we believe that natural gas could win favor politically as a domestic fuel with low carbon emissions. Government policy, both here and abroad, might promote CHP as a way to conserve natural resources and reduce carbon and toxic emissions. Renewable wind and solar sources could encounter practical limitations, while nuclear power is likely to be affected by its safety setbacks.

Tecogen’s Strategy for Growth

Target markets and new customers

The traditional markets for CHP systems are buildings with long hours of operation and with coincident demand for electricity and heat. Traditional customers for our cogeneration systems include hospitals and nursing homes, colleges and universities, health clubs and spas, hotels and motels, office and retail buildings, food and beverage processors, multi-unit residential buildings, laundries, ice rinks, swimming pools, factories, municipal buildings and military installations.

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Traditional customers for our chillers overlap with those for our cogeneration systems. Chiller applications include schools, hospitals and nursing homes, office and apartment buildings, hotels, retailers, ice rinks and industrial facilities. Engine-driven chillers are ideal replacements for aging electric chillers, since they both take up about the same amount of floor space.

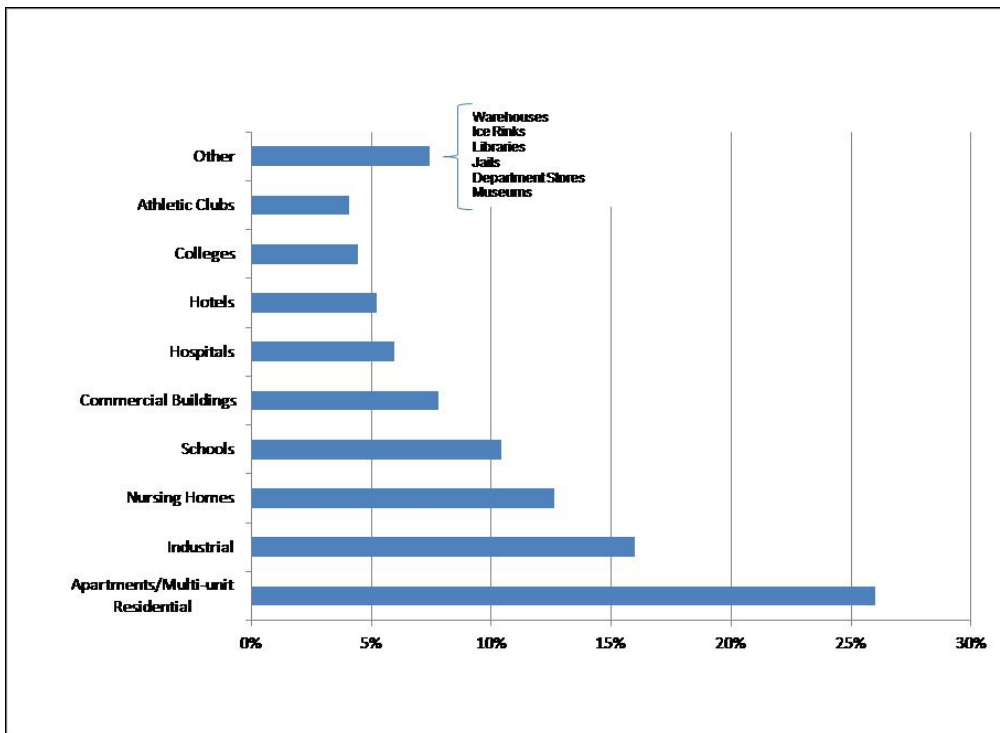
The Company believes that the largest number of potential new customers in the U.S. require less than 1,000 kW of electric power and less than 1,200 tons of cooling capacity. We are targeting customers in states with high electricity rates in the commercial sector, such as California, Connecticut, Massachusetts, New Hampshire, New Jersey and New York.

As stated earlier, the total US Market Potential in 2030 is projected to be 35,000 MW. In order to estimate the share of that market in our size range, we reference a study done by ICF International on the California market that breaks down projected market penetration by kW output range. According to Combined Heat and Power Market Assessment of the California Energy Commission (April 2010), in 2029, new CHP in the size range that fits our products (50 kW to 500 kW), is projected to be 476 MW in the base case, or 684 MW if incentives such as carbon credits and power export credits are considered. This size range constitutes 17.4% of the total California market potential in the base case, or 11% in the case with incentives. If we assume California’s apportionment of small size CHP is applicable to the country, we can estimate the US market addressable by our products as 17.4% of 35,000 MW in the base case (11% with incentives) which amounts to 6,100 MW (3,864 MW with incentives). If we assume we can capture 30% of this market, the potential over the next twenty years is 11,600 – 18,300 InVerde (100 kW) units, or approximately \$1.3 – 2.1 billion in revenue (@ \$112,500 per unit).

An Executive Order to accelerate investments in industrial energy efficiency, was promulgated in August 2012. In response, the Department of Energy, or DOE, and the EPA released a new report titled “Combined Heat and Power: A Clean Energy Solution” that projects \$40-\$80 billion of new capital investment in CHP in the next decade based upon the goal of a 40 GW expansion of CHP of all sizes. Our potential market share of that market is difficult to predict.

The largest market sectors identified by ICF that are suitable for our products closely match our sales data from January 2007 through June 2012 (Figure 3).

**Figure 3 - Tecogen Customer Distribution (CHP and Engine-Driven Chiller Systems)
From January 2007 through June 2012**
Source: *Tecogen Inc.*



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The ICF report reveals CHP's relatively low existing market penetration in the smaller system sizes. Given that multi-megawatt CHP is already well-established (Table 1), the market opportunity increases as size decreases. Small systems (less than 1 megawatt) may grow almost six-fold. The missed opportunity is evident and likely even more disproportionate nationally. Most areas of the country, except the Northeast, are essentially without measurable CHP systems.

Table 1 – CHP Market Penetration by Size in California and Potential Through 2029

Source: ICF International, Combined Heat and Power Market Assessment (2010)

System Size (MW)	<1	1-4.9	5-19.9	>20
2009 Inventory (MW)	200	350	750	7,900
New Potential Through 2029 (MW)	1,138	1,279	764	3,015
Relative Growth Potential (%)	569%	365%	102%	38%

The DOE/EPA report confirms that CHP is a “largely untapped resource” and states that there is significant technical market potential for CHP at commercial and institutional facilities at just over 65 GW. This report also indicates that there was a significant decline in CHP in the early 2000s due to deregulation of the power markets that resulted in market uncertainty and delayed energy investments. However, a significant rebound and expansion of the CHP market may occur because of the following emerging drivers:

1. Changing outlook for natural gas supply and pricing as a result of shale exploration
2. Growing State policymaking and support
3. Changing market conditions for the power and industrial sectors such as ageing power plants and boilers, as well as more strict air regulations.

We intend to seek customers, both domestic and international, in areas where utility pricing and government policy align with our advantages. These areas would include regions that have strict emissions regulations, such as California, or those that reward CHP systems that are especially non-polluting, such as New Jersey. There are currently 23 states that recognize CHP as part of their Renewable Portfolio Standards or Energy Efficiency Resource Standards and several of them, including New York, California, Massachusetts, New Jersey and North Carolina, have initiated specific incentive programs for CHP (DOE/EPA report).

Our new microgrid capability, where multiple InVerde units can be seamlessly isolated from the main utility grid in the event of an outage and re-connected to it afterward, will likewise be exploited wherever utilities have resisted conventional generator interconnection but have conceded to UL-certified inverters (such as Consolidated Edison in New York and Pacific Gas and Electric Company in California). Because our InVerde systems operate independently from the grid, we also plan to exploit the need for outage security in certain market segments. These segments include military bases, hospitals, nursing homes, and hotels.

As noted above in “Industry Background”, the IEA report estimates that world power from CHP, currently at 10%, could increase to 24% under a best-case scenario. We hope to participate in a robust international market, which we believe will be as large as or larger than the domestic market.

Alliances

We continue to forge alliances with utilities, government agencies, universities, research facilities, and manufacturers. We have already succeeded in developing new technologies and products with several entities, including:

- General Motors Company – supplier of raw materials pursuant to a supplier agreement since the development of our cogeneration product in the early 1960s.
- California Energy Commission – research and development contracts since 2004.
- Sacramento Municipal Utility District – has provided test sites for the Company since 2010.
- Southern California Gas Company and San Diego Gas & Electric Company, each a Sempra Energy subsidiary – have granted us research and development contracts since 2004.
- Lawrence Berkeley National Laboratory – research and development contracts since 2005.

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- Consortium for Electric Reliability Technology Solutions – research and development contracts and provided a test site to the Company since 2005.
- The AVL California Technology Center – support role in performance of research and development contracts as well as internal research and development on our emission control system from August 2009 to November 2011.

We also have an exclusive licensing agreement from the Wisconsin Alumni Research Foundation for its proprietary control software that enables our microgrid system. The software allows our products to be integrated as a microgrid, where multiple InVerde units can be seamlessly isolated from the main utility grid in the event of an outage and re-connected to it afterward. The licensed software allows us to implement such a microgrid with minimal control devices and associated complexity and cost.

Our efforts to forge partnerships continue to focus on utilities, particularly to promote the InVerde, our most utility-friendly product. The nature of these alliances vary by utility, but could include simplified interconnection, joint marketing, ownership options, peak demand mitigation agreements, and customer services. We are currently installing a microgrid with the Sacramento Municipal Utility District at its headquarters in Sacramento, California, where the central plant will incorporate three InVerde systems equipped with our Ultra low-emissions technology. Some expenses for this project are being reimbursed to the utility through a grant from the California Energy Commission.

We also continue to leverage our resources with government and industry funding, which has yielded a number of successful developments. These include the Ultra low-emissions technology, sponsored by the California Energy Commission and Southern California Gas Company, and new 35-kW engine technology we developed with the California Energy Commission's support.

For the years ended December 31, 2011 and 2010, we spent \$223,745 and \$763,990, respectively, in research and development activities, all of which was reimbursed through grants from the California Energy Commission and the Consortium for Electric Reliability Technology Solutions.

Tecogen's Solution

Our CHP products address the inherent efficiency limitation of central power plants by siting generation close to the loads being served. This allows customers with energy-intensive buildings or processes to reduce energy costs and operate with a lower carbon footprint. Furthermore, with technology we have introduced within the last two years, our products can now contribute to better air quality at the local level.

According to our estimates and public sources, our cogeneration systems convert up to 90% of the natural gas fuel to useful energy in the form of electricity and hot water or space heat. This compares to less than 40% for central power. Other on-site upgrades such as insulation or lighting can help cut energy use as well, but they do not displace nearly as much low-efficiency electricity. Our engine-driven chillers, when the waste heat is effectively used, offer similar efficiency benefits compared with running an electric chiller plus a furnace or boiler.

Cogeneration and chiller products can often reduce the customer's operating costs (for the portion of the facility loads to which they are applied) by approximately 30% to 50% based on Company estimates, which provides an excellent rate of return on the equipment's capital cost in many areas of the country with high electric rates. Our chillers are especially suited to regions where utilities impose extra charges during times of peak usage, commonly called "demand" charges. In these cases, the gas-fueled chiller reduces the use of electricity during the summer, the most costly time of year.

Our water heater product, recently introduced by Ilios, operates like an electric heat pump but uses a natural gas engine instead of an electric motor to power the system, see "Our Products" for an explanation of the heat pump. The gas engine's waste heat is recovered and used in the process, unlike its electric counterpart, which runs on power that has already lost its waste heat. As of the date of this prospectus, we have sold one Ilios water heater and have five in production.

The net effect is that our heat pump's efficiency far surpasses that of conventional boilers for water heating. Similarly, if used for space heating, the engine-powered heat pump would be more efficient than an electric heat pump, again because heat is recovered and used. The product's higher efficiency translates directly to lower fuel consumption and, for heavy use customers, significantly lower operating costs.

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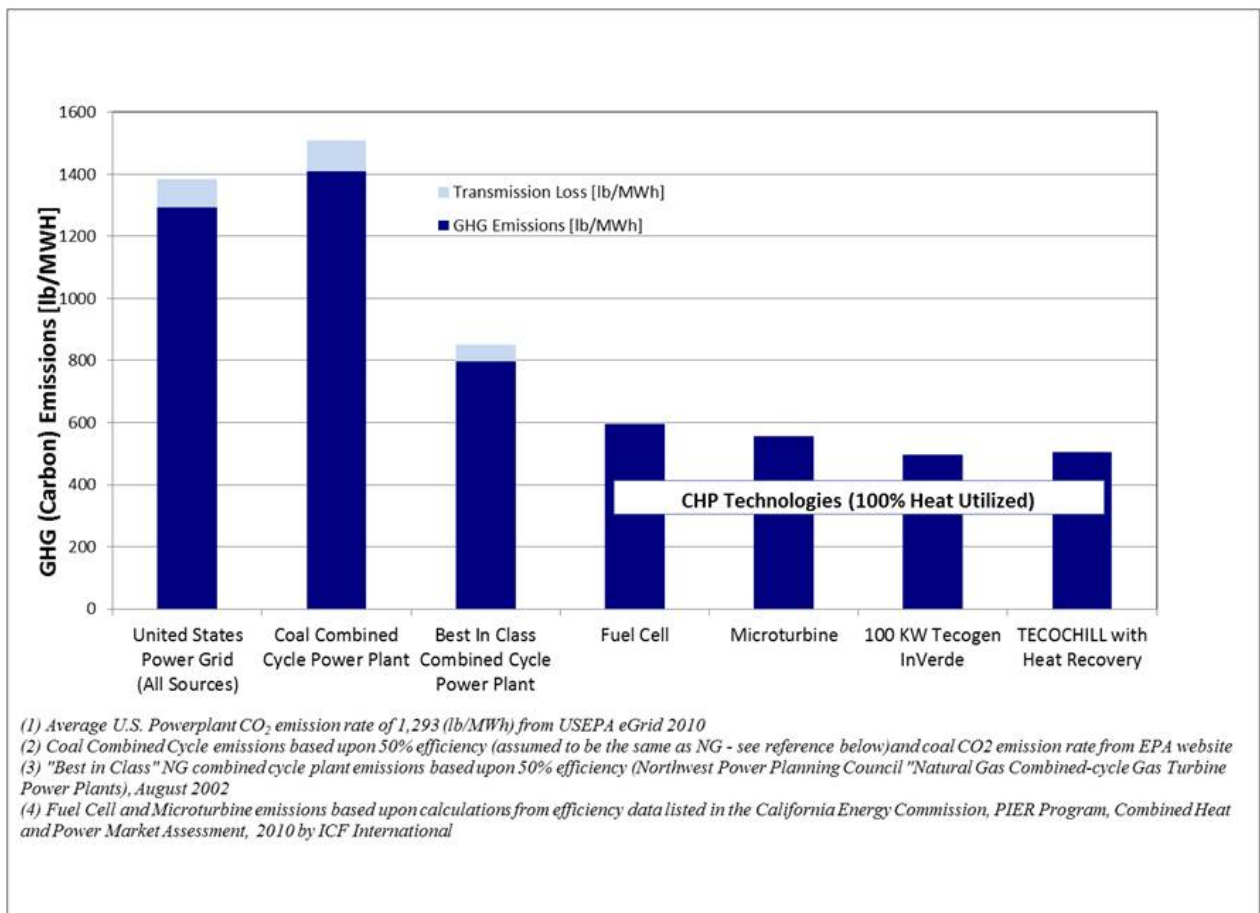
Our products also address the global objective of reducing greenhouse gas emissions. When burned to generate power, natural gas produces lower carbon emissions per unit of energy than any fossil fuel (Table 2), according to the EPA combined heat and power emissions calculator.

Table 2. Fossil Fuel Carbon Emissions
Source: EPA Emissions Calculator

Fuel	CO2 emissions, lb/million Btu
Natural Gas	116.7
Distillate Oil	160.9
Coal	206.7

Our products, in addition to using the lowest amount of carbon fuel, further reduce CO2 emissions (greenhouse gases) because of CHP's higher efficiency. Figure 4 compares the CO2 output of our products to that of the national electric grid and other generation technologies. Our products are far superior to the grid and even outperform the CHP technologies of fuel cells and microturbines.

Figure 4 – Comparison of Carbon Emissions (GHG) for Various Sources Including Tecogen's CHP and Chiller Products
Source: Tecogen Inc.



Furthermore, according to the EPA website's calculator, one Tecogen 100-kW CHP unit will reduce carbon emissions by 390 tons per year (based on 8,000 run-hours), the equivalent of 64 cars on the road. A microturbine of the same size would reduce carbon emissions by only 245 tons per year, the equivalent of 41 cars – less than two-thirds the emissions reduction of our CHP product. Our Ilios water heater also reduces CO2 emissions in proportion to its fuel savings.

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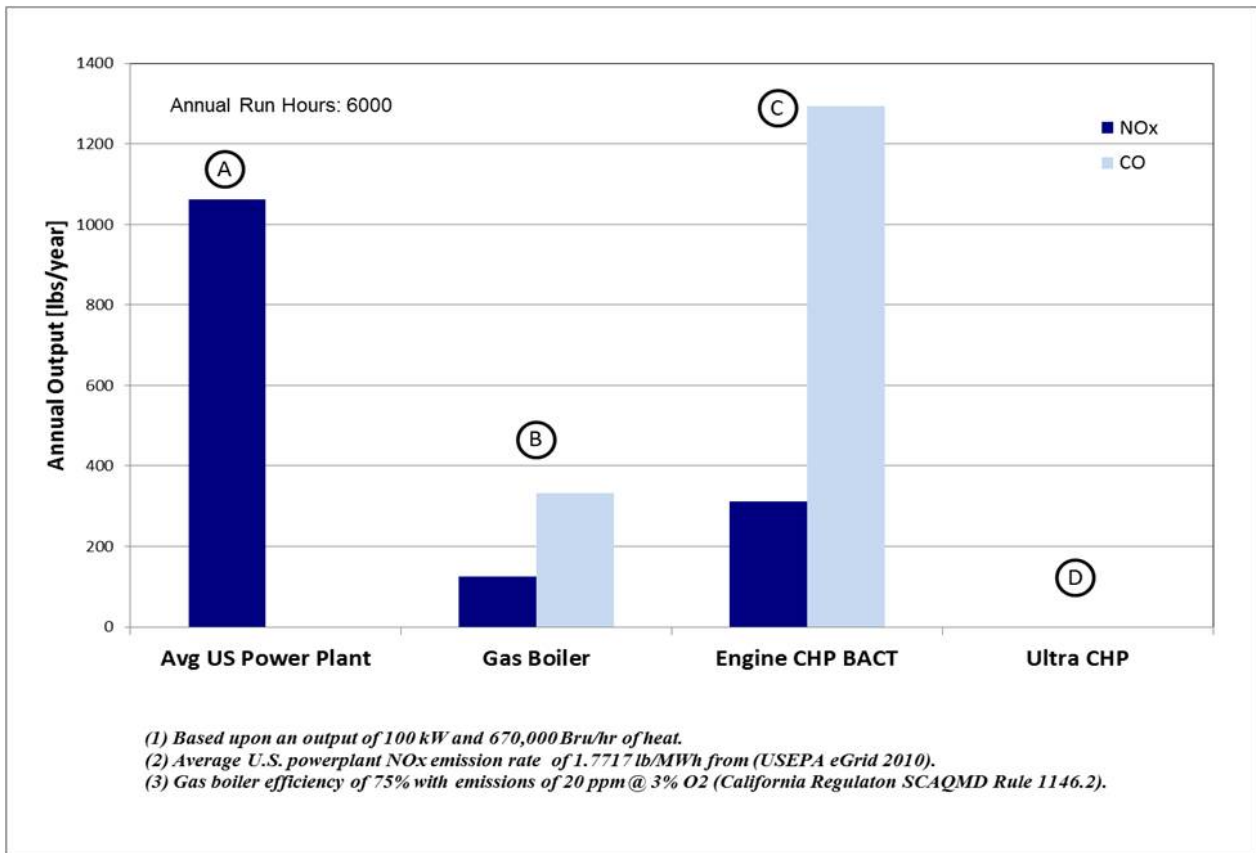
In addition to reducing greenhouse gases, our products with Ultra low-emission controls can improve local air quality from other pollutants, such as NO_x and CO (Figure 5). As shown below, the Ultra CHP system’s emissions (D) are significantly less than the combination of the power plant and boiler (A + B) for the same energy output.

Figure 5 also compares the Ultra low-emissions CHP to the “best available control technology” (BACT) as defined by the EPA for natural gas engines. This reveals how dramatically Ultra reduces an engine’s emissions and helps explain the negative perception that engines have historically had with respect to air quality. A central power plant is usually far away, so it doesn’t affect local pollutant levels, and the boiler alone (B) produces far less air pollution than even the best engine (C).

Microturbines and fuel cells have been the low-emission alternatives to engines, but they produce more NO_x than an Ultra low-emissions CHP unit (Figure 6). The Ultra low-emissions technology could transform the engine’s reputation in the energy marketplace – it can now be considered a source of clean power.

Figure 5 – Emissions Levels of Criteria Pollutants from Various Sources Compared to Tecogen’s Ultra Low-Emissions Technology

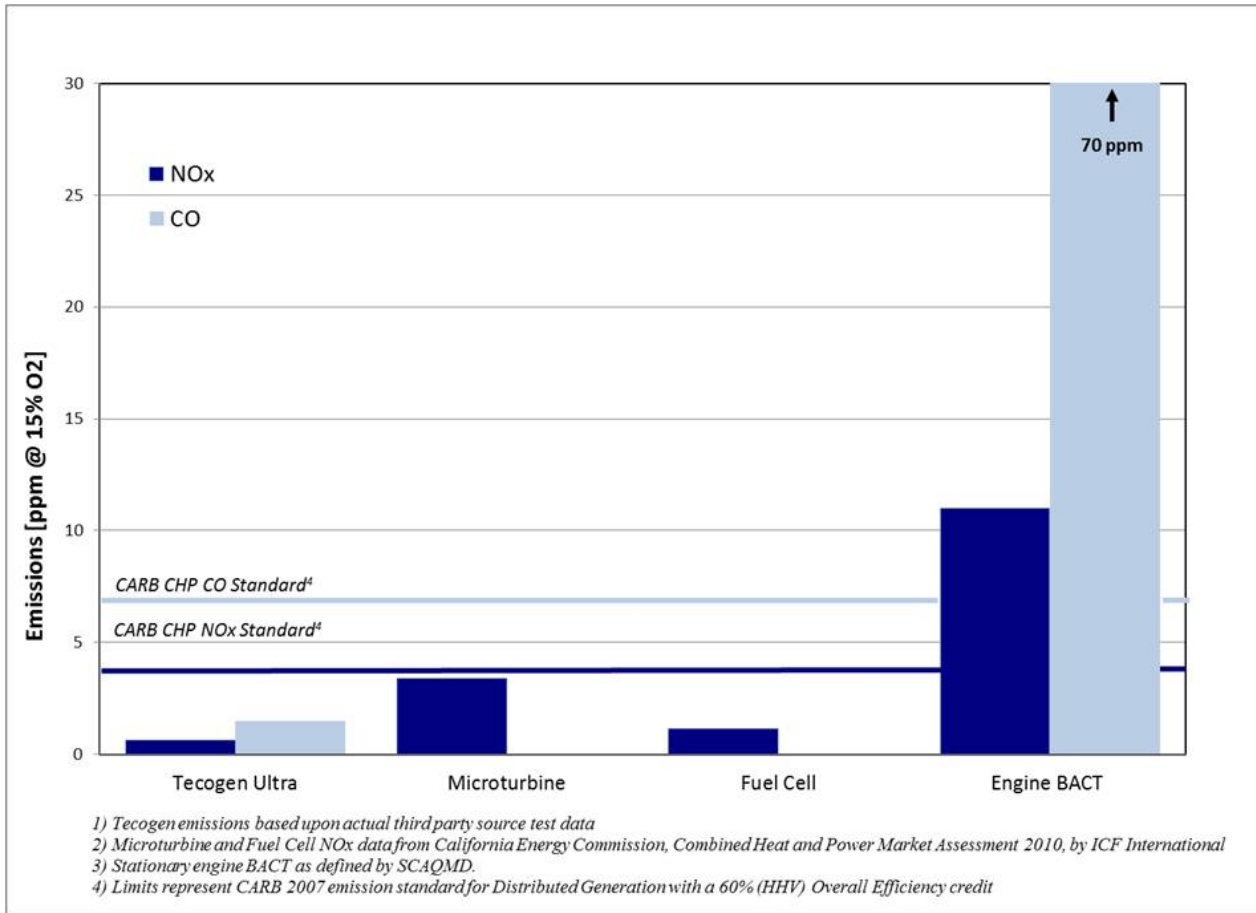
Source: *Tecogen Inc.*



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Figure 6 — Comparison of Tecogen Ultra Low-Emissions Technology to Other Technologies

Source: Tecogen Inc.



Our Products

We manufacture natural gas engine-driven cogeneration systems and chillers, all of which are CHP products that deliver more than one form of energy. We have simplified CHP technology for inexperienced customers. Our cogeneration products are all standard, modular units that come pre-packaged from the factory. They include everything the customer needs to minimize the cost and complexity of installing the equipment at their site. The package incorporates the engine, generator, heat-recovery equipment, system controls, electrical switchgear, emission controls, and modem for remote monitoring and data logging.

All of our cogeneration systems and most of our chillers use the same engine, the TecoDrive 7400 model supplied by GM and modified by us to use natural gas fuel. The small 25-ton chiller uses a similar GM engine, the 3000 model. We worked closely with GM and the gas industry (including the Gas Research Institute) in the 1980s and 1990s to modify the engine and validate its durability. For the Ilios water heater, we introduced a more modern Ford engine that is enhanced for industrial applications. As of the date of this prospectus, we have sold one Ilios water heater and have five in production.

Our commercial product line includes:

- The InVerde® and TECOGEN® cogeneration units,
- TECOCHILL® chillers,
- Ilios high-efficiency water heaters, and
- Ultra low-emissions technology.

InVerde Cogeneration Units

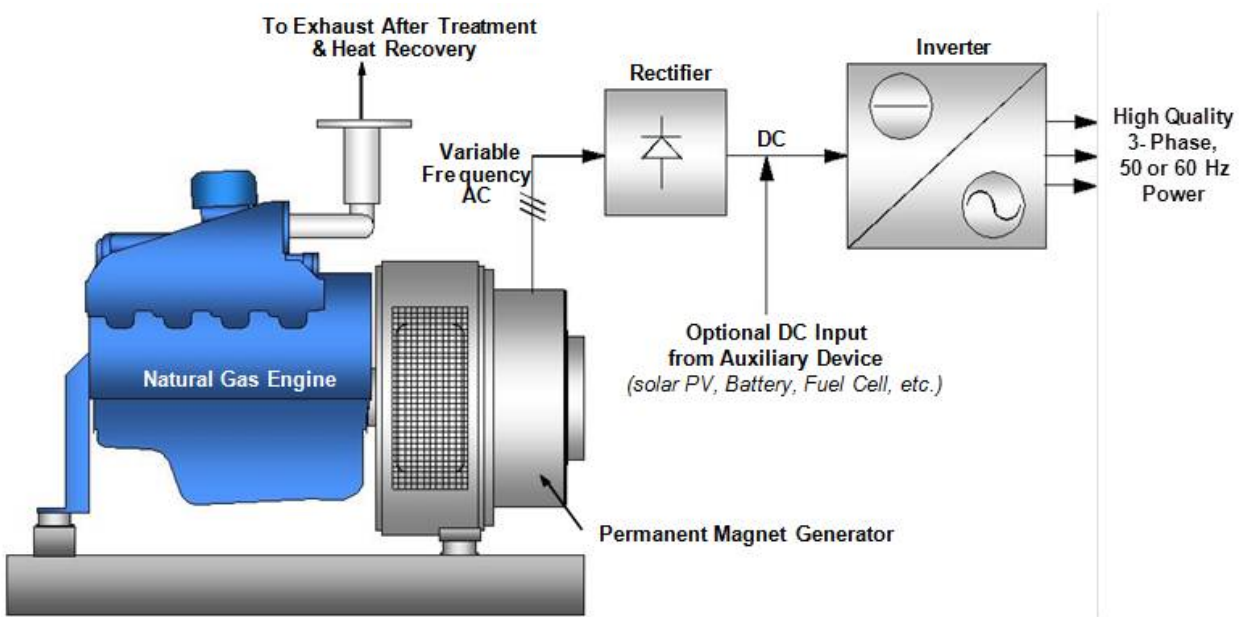
Our premier cogeneration product is the InVerde, a 100-kW CHP system that not only provides electricity and hot water, but also satisfies the growing customer demand for operation during a utility outage, commonly referred to as “black-start” capability. The InVerde incorporates an inverter, which converts direct current, or DC, electricity to alternating current, or AC. With an inverter, the engine and generator can run at variable speeds, which maximize efficiency at varying loads. The inverter then converts the generator’s variable output to the constant-frequency power required by customers (50 or 60 Hertz), as shown in Figure 7.

This inverter technology was developed originally for solar and wind power generation. The InVerde is the first commercial engine-based CHP system to use an inverter. Electric utilities accept inverter technology as “safe” by virtue of its certification to the Underwriters Laboratory interconnection standard (1741) – a status which the InVerde has acquired. This qualifies our product for a much simpler permitting process nationwide and is mandatory in some areas such as New York City and California. The inverter also improves the CHP system’s efficiency at partial load, when less heat and power are needed by the customer.

The InVerde’s black-start feature addresses a crucial demand from commercial and institutional customers who are increasingly concerned about utility grid blackouts and brownouts, natural disasters, security threats, and antiquated utility infrastructure. Multiple InVerde units can operate collectively as a standalone microgrid – a group of interconnected loads served by one or more power sources. The InVerde is equipped with software that allows a cluster of units to seamlessly share the microgrid load without complex controls.

The InVerde CHP system was developed in 2007, and we began shipping it in 2008. Our largest InVerde fleet is twelve units, which supply 1.2 megawatts of on-site power and about 8.5 million Btu/hr of heat (700,000 Btu/hr per unit).

Figure 7 - Diagram of InVerde CHP System
 Source: *Tecogen Inc.*



TECOGEN Cogeneration Units

The TECOGEN cogeneration system is the original model introduced in the 1980s, which is available in sizes of 60 kW and 75 kW, producing up to 500,000 Btu/hr of hot water. This technology is based on a conventional single-speed generator. It is meant only for grid-connected operation and is not universally accepted by utilities for interconnection, in

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contrast to the InVerde. Although this cogeneration product has the longest legacy and largest population, much of its production volume has been supplanted by the InVerde.

TECOCHILL Chillers

Our TECOCHILL natural gas engine-driven chillers are available in capacities ranging from 25 to 400 tons, with the smaller units air-cooled and the larger ones water-cooled. This technology was developed in 1987. The engine drives a compressor that makes chilled water; while the engine's free waste heat can be recovered to satisfy the building's needs for hot water or heat. This process is sometimes referred to as "mechanical" cogeneration, as it generates no electrical power, and the equipment doesn't have to be connected to the utility grid.

A gas-fueled chiller provides enough air conditioning to avoid most of the utility's seasonal peak charges for electric usage and capacity. In summer when electric rates are at their highest, natural gas is "off-peak" and quite affordable. Gas-fueled chillers also free up the building's existing electrical capacity to use for other loads.

Ilios High-Efficiency Water Heaters

Our newest product, the Ilios high-efficiency water heater uses a heat pump, which captures warmth from outdoor air even if it is moderately cool outside. Heat pumps work somewhat like a refrigerator, but in reverse. Refrigerators extract heat from inside the refrigerator and move it to your kitchen. Heat pumps extract heat from outside and move it indoors. In both cases, fluids move the heat around by flowing through heat exchangers. At various points the fluids are compressed or expanded, which absorbs or releases heat.

In the Ilios water heater, the heat pump moves heat from outdoors to the water being heated in the customer's building. The heat pump water heater serves as a boiler, producing hot water for drinking and washing or for space heating, swimming pools, or other building loads. Energy cost savings to the customer depend on the climate. Heat pumps in general (whether gas or electric) perform best in moderate weather conditions.

In a conventional electric heat pump, the compressor is driven by an electric motor. In the Ilios design, a natural gas-fueled engine drives the compressor. This means that the heat being captured from outdoors is supplemented by the engine's waste heat, which increases the efficiency of the process. According to scientific studies, gas engine heat pumps can deliver efficiencies of up to 146%. As of the date of this prospectus, we have sold one Ilios water heater and have five in production.

Ultra Low-Emissions Technology

All of our CHP products are available with the Ultra low-emissions technology. This breakthrough technology was developed in 2009 and 2010 as part of a research effort funded by the California Energy Commission and Southern California Gas Company. The objective was to bring our emission control systems into compliance with California's standards, which are the most stringent in the United States.

We were able to meet or exceed the standards with an emission control system that is cost-effective, robust, and reliable. The Ultra low-emissions technology keeps our CHP systems compliant with air quality regulations over the long term. Given the proprietary nature of this work, we filed patents that are pending in the U.S. and Europe. We shipped the first commercial CHP units equipped with Ultra low-emissions technology to a California utility in 2011.

We conducted three validation programs for this technology:

1. Third-party laboratory verification. The AVL California Technology Center, a long-standing research and technology partner with the international automotive industry, confirmed our results in their state-of-the-art dynamometer test cell, which was outfitted with sophisticated emissions measurement equipment.
2. Verifying longevity and reliability in the field. We did so by equipping one of our TECOGEN 75-kW units, already operating at a customer location in Southern California, with the Ultra low-emissions technology and a device to monitor emissions continuously. To date, the Ultra low-emissions system has operated successfully for more than 13,000 hours (1½ years) and has consistently complied with California's emission standards. This field test is ongoing.
3. Additional independent tests. During the field test, two companies licensed in California to test emissions each verified our results at different times. The results from one of these tests (obtained in August 2011) enabled us to qualify for New Jersey's fast-track permitting. Virtually every state nationwide requires some kind of permit related to

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local air quality, but New Jersey allows an exemption for systems such as ours that demonstrate superior emissions performance. This certification was granted in November 2011, and since then we have sold Ultra low-emissions systems to several customers.

Contribution to Revenue

The following table summarizes net revenue by product line and services for the years ended December 31, 2011 and 2010:

	December 31, 2011	December 31, 2010
Products:		
Cogeneration	\$ 2,737,161	\$ 4,977,595
Chiller	1,831,952	566,010
Total Product Revenue	4,569,113	5,543,605
Services	6,496,097	5,767,624
Total Revenue	\$ 11,065,210	\$ 11,311,229

The following table summarizes net revenue by product line and services for the nine months ended September 30, 2012 and 2011:

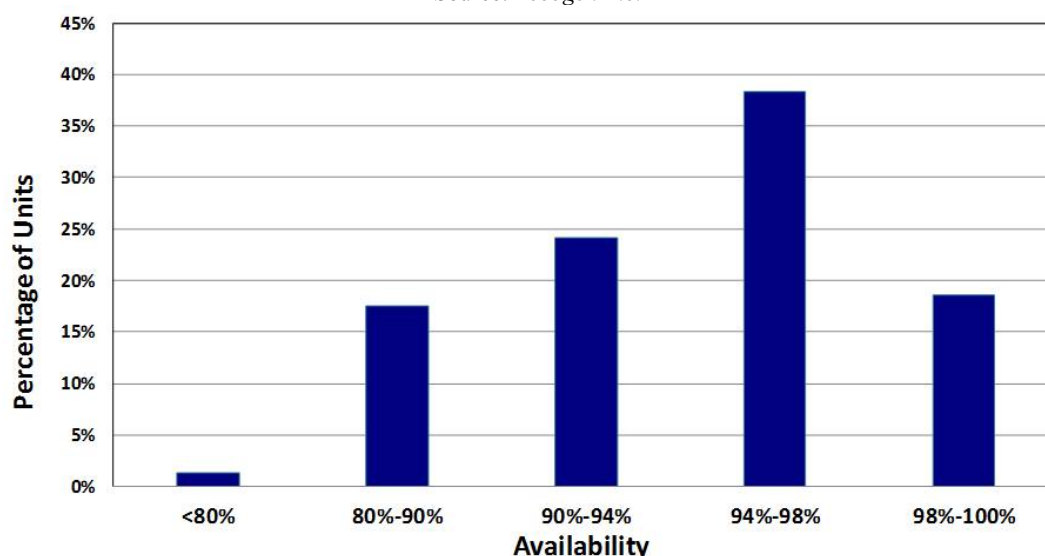
	September 30, 2012 (unaudited)	September 30, 2011 (unaudited)
Products:		
Cogeneration	\$ 2,687,769	\$ 1,889,436
Chiller	1,503,670	1,831,952
Total Product Revenue	4,191,439	3,721,388
Services	5,498,545	4,992,840
Total Revenue	\$ 9,689,984	\$ 8,714,228

Product Reliability

Our product lines have a long history of reliable operation. Since 1995, we have had a remote monitoring system in place that connects to hundreds of units daily and reports their “availability,” which is the amount of time a unit is running or is ready to run (% of hours). Figure 8 shows cumulative data for a fleet of 365 units. More than 80% of them operate above 90% availability, with the average being 93.5%. By comparison, the average availability for all U.S. fossil-fueled power plants was 87.5% during 2006-2010, according to a report by the North American Electric Reliability Corporation.

Figure 8 - Tecogen Product Reliability

Source: *Tecogen Inc.*



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Product Service

We provide long-term maintenance contracts, parts sales, and turnkey installation through a network of eight well-established field service centers in California, the Midwest, and the Northeast. These centers are staffed by full-time Tecogen technicians, working from local leased facilities. The facilities provide offices and warehouse space for inventory.

Our service managers, supervisors, and technicians work exclusively on our products. Because we manufacture our own equipment, our service technicians bring hands-on experience and competence to their jobs. They are trained at our manufacturing facility in Waltham, Massachusetts.

R&D Capabilities

Our research and development tradition and ongoing programs have allowed us to cultivate deep engineering expertise and maintain continuity over several decades. We have strong core technical knowledge that is critical to product support and enhancements. Our TecoDrive engine, cogeneration and chiller products, InVerde, and most recently the InVerde Ultra and Ilios heat pump water heater were all created and optimized with both public and private funding support.

At this time, we have two funded research contracts. The first is a \$1 million program with the California Energy Commission, awarded in 2009, to develop a small CHP engine (about 35 kW) that uses advanced automotive technology. The engine achieves a nearly 20% fuel efficiency gain over our current TecoDrive technology. Once an endurance test is completed in 2012, we expect to introduce this engine into the Ilios heat pump water heater and possibly into a small InVerde unit. The second contract, awarded in 2012, is with the U.S. Department of Energy's Lawrence Berkeley National Laboratory for microgrid development work related to the InVerde.

Distribution Methods

Our products are sold directly to end-users by our sales team and by established sales agents and representatives. Various agreements are in place with distributors and outside sales representatives, who are compensated by commissions, including American DG Energy and EuroSite Power which are affiliated companies, for certain territories and product lines. For example, we have sales representatives for the chiller market in the New York City/New Jersey territory, but we do not have a sales representative for our cogeneration products in this territory. Sales through our in-house team or sales that are not covered by a representative's territory carry no commission or only a fractional one.

In New England, our affiliate, American DG Energy, has exclusive sales representation rights to our cogeneration products only (not including chillers). In other words, when Tecogen sells its cogeneration products in New England, Tecogen pays a commission to American DG Energy. American DG Energy also has exclusive rights to our Ultra low-emissions technology if it is applied to engines from other CHP manufacturers in projects developed by American DG Energy. This means that American DG Energy could purchase CHP products from suppliers other than us and license that supplier to incorporate our Ultra low-emissions technology as long as the CHP system is owned and operated American DG Energy.

Summary of our Products' Advantages

- Our CHP products provide an efficient on-site solution to power generation as the market seeks cost savings and clean alternatives to centralized grid power.
- Our CHP products are all standard, modular units that come pre-packaged from the factory to simplify installation and grid connection. The systems are supported in the field by a nationwide network of experienced professional staff. Standardized CHP units, as opposed to custom-designed systems, achieve lower cost, better quality control, higher reliability, and easier service. Emission controls are integrated, and complete system warranty and maintenance are available.
- Our Ultra low-emissions technology eliminates the air quality concerns associated with engines. Our units comply with the most rigorous air quality regulations, including California's.
- Our cogeneration systems and chillers use standard, well-proven equipment made by reputable, well-established manufacturers. These components include rugged automotive engines, certified inverters, commercial generators, and conventional compressors. Certain key components are proprietary and have patent protection. Most notably, all control software is either proprietary (and copyright protected) or under an exclusive license agreement. Suppliers of the InVerde's inverter and generator hold certain related patent protection.

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- All of our CHP products can be designed for installation of multiple units at a single site, depending on the customer's particular needs. This enhances the ability of our products to meet the building's varying demand for electricity, heat, and/or air conditioning throughout the day and from season to season. Also, multiple units operate more efficiently throughout the range of a customer's high and low energy requirements.
- Our InVerde products are opening new market opportunities and expanding our reach to customers beyond our traditional market segments. The InVerde's black-start feature addresses a crucial demand from customers concerned about utility blackouts and brownouts, natural disasters, security threats, and antiquated grid infrastructure. The InVerde also provides premium-quality power, which is required by operators of computer server farms and precision instrumentation, for example.
- The InVerde overcomes barriers related to grid interconnection, since the product is UL-certified as utility-safe. In microgrids, InVerde units can help prevent brownouts by maximizing their power output when utilities approach peak capacity. Unlike standby diesel generators, the InVerde can operate without hourly limits because its emissions are so low, and it can serve as a stable anchor in hybrid microgrids that incorporate solar power.
- Our extensive use of standardized components lets us manufacture CHP products at competitive prices, even at relatively low production volumes. Proven, well-understood hardware increases the reliability and durability of the equipment and reduces the cost of servicing in the field. We are also able to minimize spare parts inventories and simplify training requirements.
- The Ilios heat pump water heater roughly doubles the efficiency of conventional heat pump systems. The Ilios heat pump targets a large international market that is characterized by heavy, year-round use. This will increase fuel savings and maximize return on investment for the customer. Also, such applications are mostly central heating and cooling systems, rather than units distributed throughout the building, so it is easier to integrate new equipment. The heat pump water heater product competes only against other gas-fueled water heaters, which could expand our market beyond areas with high electric rates, and regulatory issues should be minimal. As of the date of this prospectus, we have sold one Ilios water heater and have five in production.

Competitive Position and Business Conditions

Our products fall into the broad market category of distributed generation – systems that produce electric power on-site to mitigate the drawbacks of traditional central power and the low efficiency of conventional heating processes.

Renewable power sources, such as wind and solar do not improve heating inefficiencies as CHP systems do, so they do not compete with our products. That is, CHP utilization is based on the redirection of fuel from an onsite boiler to an engine (or other device) for the production of electricity; the waste heat from the engine meets the heating load of the site with only a small incremental fuel consumption increase, but with the benefit of a significant amount of electricity production. As the boiler output cannot be displaced by renewable electricity production – the output of which is far more valuable displacing utility electric power, than used for water heating – the CHP opportunity remains available even in sites fully exploited relative to their renewable potential.

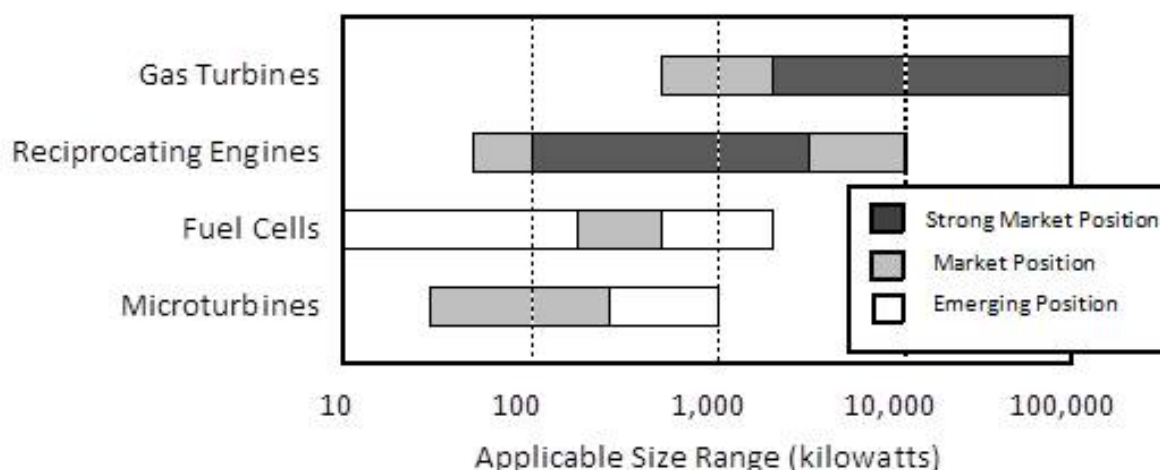
Cogeneration Systems

The ICF report breaks down the CHP market by technology as provided in Figure 9 below. We believe the California data applies to the domestic and international CHP market as a whole.

TECOGEN INC.

Figure 9 — Technology Size and Market Position

Source: ICF International, *Combined Heat and Power Market Assessment (2010)*
(Data from 2004)



Our CHP products use automotive reciprocating engines originally designed for gasoline fuel and modified to run on natural gas. Diesel-fueled reciprocating engines will remain prominent in the CHP market, but only in larger, custom-designed systems (a megawatt or more), so these products do not compete with ours.

In smaller CHP sizes, competitors have duplicated our older design, coupling an automotive engine to a single-speed generator and adding controls and heat recovery. To be competitive with our designs, however, they would have to acquire comparable experience in the equipment and technology, installation contracting, maintenance and operation, economic evaluation of candidate sites, project financing, and energy sales, as well as the ability to cover broad regions. They would also have to meet the price of our products, which is low because we use standardized components.

We believe that no other company has developed a product that competes with our inverter-based InVerde, which offers UL-certified grid connection, outage capability, and variable-speed operation. We anticipate that an inverter-based product with at least some of these features will be introduced by others, but we believe that they will face serious challenges in duplicating the InVerde. Product development time and costs would be significant, and we expect that our patents and license for microgrid software will keep others from offering certain important functions.

If our patent application relating to the Ultra low-emissions technology is approved, it will make the development of alternative technologies difficult. If this is the case, we could retain a strong competitive advantage for all our products in markets where severe emissions limits are imposed or where very clean power is favored, such as New Jersey, California, and Massachusetts.

Newer technologies such as fuel cells and microturbines pose limited competition to our CHP products. Reciprocating engines enjoy an economic advantage, and our Ultra low-emissions products are a lower cost, more efficient CHP alternative, with approximately equal emissions.

Besides their expense, fuel cells cannot recover enough heat to serve building loads effectively, and microturbines also recover less heat than our products. Microturbines also have to pressurize their own gas fuel, reducing their electrical output. Most manufacturers of microturbines have refocused on other markets. We believe that Capstone Turbine Corporation is the only microturbine manufacturer with a commercial presence in CHP.

In the growing microgrid segment, neither fuel cells nor microturbines can respond to changing energy loads when the system is disconnected from the utility grid. Table 3 summarizes the technologies competing in the small CHP market, and Figure 10 reveals the modest impact of microturbines and fuel cells in California's CHP space.

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Table 3- Comparison of CHP Technologies to Tecogen’s InVerde 100

Source: ICF International, Combined Heat and Power Market Assessment (2010) and Tecogen Inc.

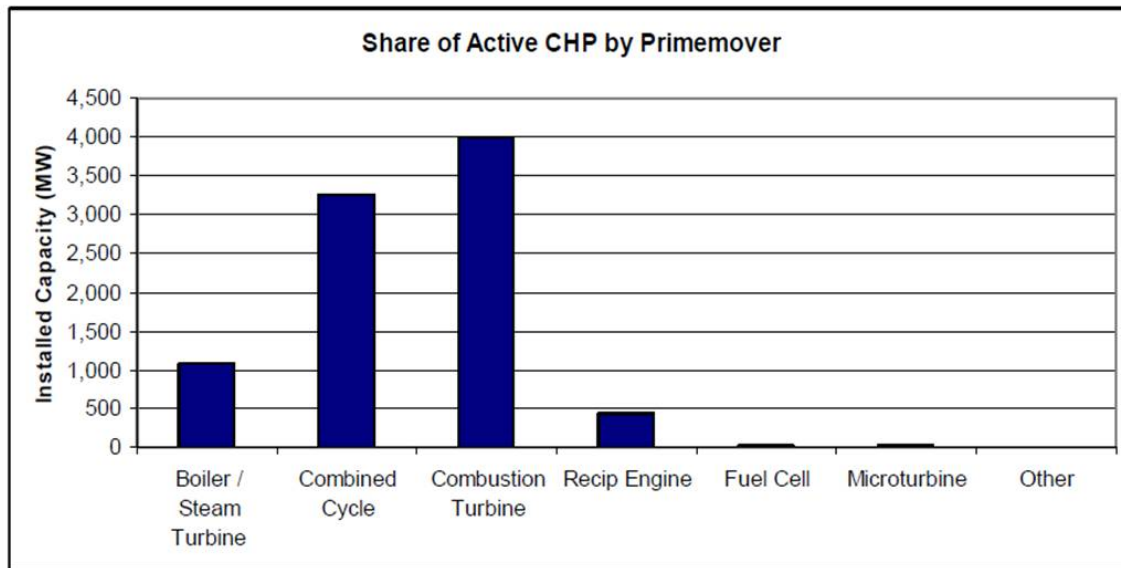
	Microturbine* 50-500 kW	Fuel Cell* 50-500 kW	Generic Engine* 100 kW	Tecogen INV-100** 100 kW
Installed Costs, \$/kW	2,739	6,310	2,210	N/A
Heat Rate, Btu/kWh	13,542	9,475	12,000	12,630
Electric Efficiency, %	25.2%	36.0%	28.4%	27.0%
Thermal Output, Btu/kWh	6,277	2,923	6,100	6,700
Overall Efficiency, %	72%	67%	79%	80.0%
O&M Costs, \$/kWh	0.022	0.038	0.020	N/A
NO _x [ppm @ 15% O ₂]	3.41	1.15	3.39	0.62
NO _x Emissions, lbs/MWh	0.17	0.04	0.15	0.03
NO _x Emissions, lbs/MWh w/CHP Credit	0.06	N/A	0.05	0.01

*ICF International Combined Heat and Power Market Assessment (2010).

**Tecogen emissions obtained from actual source test data by a third-party air quality testing company in California.

Figure 10 – Share of Installed CHP by Prime Mover in California

Source: ICF International Combined Heat and Power Market Assessment (2010) - (Data from 2008)



Engine Driven Chillers (TECOCHILL)

According to the Energy Solutions Center (a non-profit consortium), three companies make gas-engine-driven chillers that compete with our products: Trane, a division of Ingersoll-Rand plc, York, a division of Johnson Controls, Inc. and Alturdyne. However, these competitors have been largely inactive in this market in recent years. Natural gas can also fuel absorption chillers, which use fluids to transfer heat without an engine drive. Absorption chillers are manufactured by eight companies, but these competitors also have been largely inactive in this market.

Today’s low natural gas prices in the U.S. improve the economics of gas-fueled chillers, so more competition could emerge. However, engine chillers will continue to have an efficiency advantage over absorption machines. Chiller performance is measured in terms of cooling energy output per unit of fuel input. This industry standard is called the coefficient of performance, or COP. Absorption chillers achieve COPs of about 1.2 (see, for example, The Chartered Institution of Building Services Engineers’ Datasheet 07, Absorption *Cooling*, February 2012). Our TECOCHILL products reach efficiencies well above that level (COPs ranging from 1.6 to 2.6).

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Ilios Engine-Driven Heat Pump

Although a few companies manufacture gas-engine heat pumps, their products are not directly comparable to the Ilios. The Ilios water heater and other heat pump products compete in both the high-efficiency water heating market and the CHP market. In a typical building, the Ilios heat pump would be added on to an existing heating/water heating system, but would be operated as many hours as possible. The conventional boiler would be left in place, but would serve mainly as a backup when the heat pump's engine is down for maintenance or when the heat pump cannot meet the building's peak heating load.

The best customers for the Ilios heat pump water heater would be very similar to those for traditional CHP – heavy consumers of hot water and process heat. In areas where low electric rates make CHP not economical, the Ilios heat pump could be a financially attractive alternative, because its economics depend only on natural gas rates. In some areas with high electric rates, the Ilios option could have advantages over CHP — for example, where it is hard to connect to the utility grid or where the building's need for electricity is too low for CHP to work economically. As of the date of this prospectus, we have sold one Ilios water heater and have five in production.

Intellectual Property

We currently hold several patents for our technologies. In addition, our control software is protected by under an exclusive license agreement. We consider our patents and license to be important in the present operation of our business. The expiration, termination or invalidity of one or more of these patents may have a material adverse effect on our business. Our earliest patent was issued in 2006 and expires on 2022. Most of our patents expire between 2022 and 2025.

We believe that no other company has developed a product that competes with our inverter-based InVerde. We anticipate that an inverter-based product with at least some of these features will be introduced by others, but we believe that they will face serious challenges in duplicating the InVerde. Product development time and costs would be significant, and we expect that our patents and license for microgrid software will keep others from offering certain important functions.

We have recently filed for patents in the U.S. and Europe for our Ultra low-emissions technology to keep its use exclusive to us. The outcome of the patent office application review is important because this technology will apply to all of our gas engine-driven products and may have licensing application to other natural gas engines. There is no assurance, however, that the Ultra low-emissions patent applications will be approved.

Government Regulation and Its Effect on Our Business

Several kinds of government regulations affect our current and future business, such as:

- Product safety certifications and interconnection requirements;
- Air pollution regulations, which govern the emissions allowed in engine exhaust;
- State and federal incentives for CHP technology; and
- Electric utility pricing and related regulations.

Regulations that control air quality and greenhouse gases might increasingly favor our low-emission products. Regulations related to utility rates and interconnection, which are burdensome today, could evolve to embrace CHP because of its efficiency benefits.

Product Safety Certifications and Interconnection Requirements

Our products must comply with various local building codes and must undergo inspection by local authorities. Our products are also certified by a third party to conform to specific standards. These certifications require continuous verification by a company that monitors our processes and design every three months. Our InVerde product is also certified to Europe's standard CE mark (European Conformity), which is mandatory for products imported into the European Union for commercial sale.

Our cogeneration CHP products are also certified to a particular group of standards specific to the distributed power industry, which are used in the utility interconnection permitting process. These unique certifications were developed by various manufacturers, utilities, and government regulators to standardize the process of getting the utility's permission to jointly power a facility.

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In essence, manufacturers of standard products are allowed to submit a sample unit to be “type-tested” by a Nationally Recognized Testing Laboratory. This test proves that the product adheres to safety requirements and that its design is fail-safe. The product then becomes eligible for a fast-track interconnection, after passing simple site-specific screens. Under state-mandated regulations, such as California Rule 21 and Massachusetts Interconnection Tariff 09-03, most utilities must accept the fast-track process, which includes the certification.

Simplified utility interconnection is important to CHP projects, so our interconnect certification, Underwriters Laboratory Standard 1741, or UL Certification, is a significant competitive advantage. Obtaining the UL Certification was a major reason for us to develop the inverter-based CHP product. As with our other product certifications, we plan to maintain the certification through routine processes when modest design changes occur. When complete recertification is required, such as when a new revision to the standard is applicable or when the design undergoes a major upgrade, the company will follow the normal procedures for first-time certification (third party design review and test verification). The company does not anticipate any changes to the standard that would preclude recertification, as the underlying content is carefully administered by balanced committees (representing utilities, inverter suppliers, and academia). In addition, the standard and its utilization as the criteria for systems to qualify for simplified interconnection programs, is important for the solar PV industry. The company believes that this importance to the solar industry will help assure the long-term relevance in interconnection of distributed generation devices.

Air Pollution Regulations

Stationary natural gas engines are subject to strict emissions regulations that are part of a complex hierarchy of regional, state, and federal regulations. The EPA establishes technology-specific standards that are based on cost-benefit analysis for emission control strategies. These standards, termed BACT (best available control technology), are imposed in regions that fail to meet federal clean air standards. Local regulators can and do restrict engine emissions to lower levels.

In fact, regional standards in our key markets have become sufficiently strict that the technical limits of controlling pollution from natural gas engines were exceeded. Our development of the Ultra low-emissions technology responded to the extremely strict limits imposed in Southern California, a bellwether for local regulations elsewhere. We expect to get a CHP unit permitted in Southern California by year-end 2012. California offers a generous rebate to engine CHP systems (\$500/kW, or \$50,000 for the 100-kW InVerde). However, the system’s exhaust cannot contain NO_x in excess of 3 parts per million (ppm). We expect our CHP unit to be permitted in Southern California to have an exhaust system with NO_x of 2 ppm or less.

On the East Coast, important CHP territories are also moving toward limits below federal BACT levels. Effective in 2012, Massachusetts, Rhode Island, and Connecticut require 3.6 ppm NO_x and about 56 ppm CO, which is on par with California’s BACT standard. New Jersey also emulates California’s BACT, but allows the project to side-step the air permit process if the CHP device is “emissions certified” through third-party testing to 10 ppm NO_x and 10 ppm CO. Our Ultra low-emissions technology has qualified for New Jersey’s “clean” certification, as noted earlier. In New York, clean power is encouraged through state grants that exclude products, or reduce the grant amount, unless low emissions are demonstrated.

Air emissions regulations also affect our air conditioning and Ilios heat pump products, though the effects are muted. TECOCHILL rebates are not common, and none has been tied to a specific emissions level. The heat pump’s small size often exempts it from regulations, and the market for heat pump products could lie in lightly regulated regions (those with low electric rates). Nevertheless, the Ultra low-emissions technology can be applied to these products if required to meet regulatory standards.

State and Federal Incentives

On August 30, 2012, the White House released an Executive Order to accelerate investments in industrial energy efficiency, including CHP. The goal of the Executive Order is to supply 40 gigawatts of energy by 2020 from greater efficiency such as CHP systems. The DOE, Commerce, and Agriculture, and the Environmental Protection Agency, in coordination with the National Economic Council, the Domestic Policy Council, the Council on Environmental Quality, and the Office of Science and Technology Policy, shall coordinate policies to encourage investment in industrial efficiency in order to reduce costs for industrial users, improve U.S. competitiveness, create jobs, and reduce harmful air pollution. With this Executive Order, it is expected that barriers to CHP development will be removed with effective programs, policies, and financing opportunities resulting in \$40 - \$80 billion in new capital investment in CHP. This initiative by the U.S. government may boost CHP awareness and stimulate market activity.

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In addition, some states offer incentives to CHP systems. As mentioned above, California rebates a significant portion of the CHP project cost, while incentives of similar value exist in New Jersey, New York, Connecticut, Maine, and Massachusetts, albeit with different structures and terms. Massachusetts has an additional CHP incentive in the form of an annual rebate proportional to the carbon savings versus conventional technology.

Our products are also eligible for the bonus depreciation included in the 2009 American Recovery and Reinvestment Act. Also, the 2008 Troubled Asset Relief bill provides a 10% investment tax credit for CHP in our size range, which applies to the total project cost. Our TECOCHILL and heat pump products also qualify for the credit when heat recovery achieves a minimum 60% efficiency.

Electric Utility Pricing and Related Regulations

Electricity prices, rate structures, and tariffs are another form of government incentive or disincentive. Utility pricing is administered through state agencies, typically public utility commissions, through formal proceedings involving the public, utilities, and various affected parties. Often, direct legislative mandates apply to specific issues. How these rules are structured and interpreted has a significant impact on the economic viability of CHP. These rules have hurt the CHP industry in the past, but we have designed our products to undermine their impact.

Demand Charges. Many electric utilities structure their commercial rates such that part of the customer's bill is fixed charges such as meter fees, and part is peak demand charges, which are a much larger line-item based on the building's maximum short-term usage (typically 15 minutes). Fixed charges, usually small, are not addressed by CHP technology. Avoidance of peak demand charges requires a CHP system to always operate at extremely high efficiency, which is difficult to achieve in practice.

Our CHP products, being small and modular, are often installed as multiple units. This protects the customer to some degree from incurring peak demand charges at the full system rating. A single large generator has a good chance of going down briefly at some point during the monthly billing period. The customer would then have to buy more electricity to make up for it, possibly incurring a large demand charge. With a modular, multi-unit CHP system, all the units would have to fail simultaneously to incur an equivalent charge.

Our TECOCHILLS are highly effective in eliminating not only summertime electricity usage, but also peak demand charges. The chiller's operation is confined to the cooling season, allowing maintenance to be scheduled for other times. Outages during the cooling season can be managed to minimize their impact.

Avoided-Cost Penalties. In some regions, utilities have argued that CHP customers, by reducing their electric usage, have avoided paying their fair share of the costs associated with grid infrastructure. To correct this perceived inequity, some utilities have successfully petitioned their state commissions to impose a "departing load charge." Utilities have also been allowed to add a "standby" surcharge to compensate for the cost of utility power being available when the CHP system is down.

These types of charges are not prevalent in East Coast states, but both standby and departing load charges are well-established in California. Although our CHP products are affected, our chillers and heat pumps are not.

Technology-Specific Net Metering. Interconnection issues are safety-related and should be product-neutral, but technology bias is common. In many states, CHP is excluded from net metering while other technologies are eligible. Under net metering, utilities must pay on-site generators for excess electricity that's fed into the grid. Net metering makes it easier to manage the operation of a CHP system or other generator.

Other Utility-Related Regulations. Another category of utility regulation that might affect our business is Renewable Portfolio Standards, or RPS. Under this type of regulation, utilities must gradually increase the share of their power generation that comes from renewable sources. Among states with RPS mandates, 14 include CHP as an eligible technology. Together, these states account for more than half of the electricity sales in the United States. RPS-type mechanisms have been adopted in several other countries, including Britain, Italy, Poland, Sweden, Belgium, and Chile.

Overall, RPS appears to be a positive policy for Tecogen and CHP. Program structures, if fair and balanced, encourage less fossil fuel use by offering financial incentives to improve efficiency. Electric power generated from renewable sources would tend to increase overall electric rates and improve CHP investment returns. Since these programs are in their early stages, their impact is yet to be determined.

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A national carbon “cap and trade” program is not anticipated in the foreseeable future. Cap and trade programs seek to reduce carbon emissions by putting a price on them. Of possible impact to Tecogen is the cap and trade bill moving forward in the California legislature. The program’s details are still being reviewed and negotiated by various government and advocacy groups.

Employees

As of the date of this prospectus, we employed 62 full-time employees and 6 part-time employees. We believe that our relationship with our employees is satisfactory. None of our employees are represented by a collective bargaining agreement; however, a few of our New Jersey and New York City service employees have been in contact with a labor union, and we are currently negotiating with this labor union.

Properties

Our headquarters are located in Waltham, Massachusetts, and consist of 24,000 square feet of office and storage space that is shared with American DG Energy and other tenants. The lease expires on March 31, 2014. We believe that our facilities are appropriate and adequate for our current needs.

Legal Proceedings

From time to time, we may become party to litigation or other legal proceedings that we consider to be a part of the ordinary course of our business. We are not currently involved in legal proceedings that could reasonably be expected to have a material adverse effect on our business, prospects, financial condition or results of operations. We may become involved in material legal proceedings in the future.

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MARKET FOR COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

No established public trading market exists for our Common Stock and the Company's Common Stock has never been quoted on any market or exchange. Except for this Offering, there is no Common Stock that is being, or has been proposed to be, publicly offered. As of the date of this prospectus, there were 54,417,854 shares of Common Stock issued and outstanding, held by 110 stockholders of record.

Market of and Dividends on the Registrant's Common Equity and Related Stockholder Matters.

Market Information

Our Common Stock is not currently traded on any stock exchange or electronic quotation system. We expect that our Common Stock will be traded on the OTC Bulletin Board, a national or international securities exchange following the effectiveness of this registration statement and compliance with the procedures of the OTC Bulletin Board, a national or international securities exchange.

Holders

As of the date of this prospectus, there were 110 holders of record of our Common Stock. See "Security Ownership of Certain Beneficial Owners and Management" for information on the holders of our Common Stock. Also see "Description of Securities" for a description of our outstanding and issued capital stock.

Rule 144

In general, pursuant to Rule 144, under the Securities Act, as currently in effect, once we have been subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act for 90 days, a person (or persons whose shares are aggregated) who is not deemed to have been an affiliate of ours at any time during the three months preceding a sale, and who has beneficially owned restricted securities within the meaning of Rule 144 for a least six months (including certain periods of consecutive ownership of preceding non-affiliated holders) would be entitled to sell those shares, subject only to the availability of current public information about us. Under Rule 144, a person who is not deemed to have been one of our affiliates at any time during the 3 months preceding a sale, and who has beneficially owned the shares proposed to be sold for at least one year is entitled to sell the shares without complying with the public information, manner of sale, volume limitation or notice provisions of Rule 144.

In general, under Rule 144 as currently in effect, once we have been subject to the Exchange Act reporting requirements for 90 days, our affiliates or persons selling shares on behalf of our affiliates who own shares that were acquired from us or an affiliate of ours at least six months prior to the proposed sale are entitled to sell within any three-month period beginning 90 days after the date of this prospectus, a number of shares that does not exceed the greater of:

- 1% of the number of shares of our Common Stock then outstanding, which will equal approximately 544,179 shares of our Common Stock estimated as of the date of this prospectus; or
- The average weekly trading volume of our Common Stock during the four calendar weeks preceding the filing of a notice on Form 144 with respect to such sale, or if no such notice is required, the date of receipt of the order to execute the transaction by a broker or the execution of the transaction directly with a market maker.

Sales under Rule 144 by our affiliates or persons selling shares on behalf of our affiliates are also subject to certain manner of sale provisions and notice requirements and to the availability of current public information about us.

Outstanding Common Stock

Under the unlimited resale provisions of Rule 144, there are 21,253,859 shares of our Common Stock eligible for resale under Rule 144 without any additional holding period .

Stock Options

Rule 701 provides that the shares of Common Stock acquired upon the exercise of currently outstanding options or other rights granted under our equity plans may be resold by persons, other than affiliates, beginning 90 days after the date of

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the effectiveness of this registration statement, restricted only by the manner of sale provisions of Rule 144, and by affiliates in accordance with Rule 144 without compliance with its one-year minimum holding period.

As of September 30, 2012, we had 4,431,000 options outstanding under our Stock Plan at a weighted average exercise price of \$0.49. As of such date, 2,680,250 of those options were exercisable.

We intend to file one or more registration statements on Form S-8 under the Securities Act following the effectiveness of this registration statement to register all shares of our Common Stock which have been issued or are issuable upon exercise of outstanding stock options or other rights granted under our Stock Plan. These registration statements are expected to become effective upon filing. Shares of Common Stock covered by these registration statements will thereupon be eligible for sale in the public market, subject in certain cases to vesting of such shares.

Dividends

To date, we have not declared or paid any dividends on our outstanding shares. We currently do not anticipate paying any cash dividends in the foreseeable future on our Common Stock. Although we intend to retain our earnings to finance our operations and future growth, our Board of Directors will have discretion to declare and pay dividends in the future. Payment of dividends in the future will depend upon our earnings, capital requirements and other factors, which our Board of Directors may deem relevant.

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SELECTED FINANCIAL DATA

The summary consolidated statements of operations data for each of the years ended December 31, 2011 and 2010 have been derived from our audited consolidated financial statements that are included elsewhere in this prospectus. The summary consolidated balance sheet data as of September 30, 2012 and 2011 and the summary consolidated statements of operations data for each of the nine months ended September 30, 2012 and 2011 have been derived from our unaudited condensed consolidated financial statements that are included elsewhere in this prospectus. You should read this information together with the consolidated financial statements and related notes and other information under “Management’s Discussion and Analysis of Financial Condition and Results of Operations” included elsewhere in this prospectus. Operating results for the nine months ended September 30, 2012 are not necessarily indicative of the results that may be expected for the year ended December 31, 2012.

Consolidated Statement of Operations Data:	December 31,		Nine Months Ended September 30,	
	2011	2010	2012 (unaudited)	2011 (unaudited)
Revenues	\$ 11,065,210	\$ 11,311,229	\$ 9,689,984	\$ 8,714,228
Cost of sales	6,179,098	6,597,205	5,703,507	4,818,318
Gross profit	4,886,112	4,714,024	3,986,477	3,895,910
Operating expenses				
General and administrative	5,986,762	4,973,794	4,851,398	4,495,533
Selling	782,252	290,505	915,842	381,617
	6,769,014	5,264,299	5,767,240	4,877,150
Loss from operations	(1,882,902)	(550,275)	(1,780,763)	(981,240)
Other income (expense)				
Interest and other income	38,402	23,574	38,380	25,262
Interest expense	(40,294)	(37,280)	(53,406)	(22,492)
	(1,892)	(13,706)	(15,026)	2,770
Loss before income taxes	(1,884,794)	(563,981)	(1,795,789)	(978,470)
Provision for state income taxes	—	—	—	—
Consolidated net loss	(1,884,794)	(563,981)	(1,795,789)	(978,470)
Less: Loss attributable to the noncontrolling interest	310,293	208,673	285,898	192,359
Net loss attributable to Tecogen Inc.	\$ (1,574,501)	\$ (355,308)	\$ (1,509,891)	\$ (786,111)
Net loss per share - basic and diluted	\$ (0.03)	\$ (0.01)	\$ (0.03)	\$ (0.02)
Weighted average shares outstanding - basic and diluted	48,211,652	45,882,631	52,395,435	47,721,641

Consolidated Balance Sheet Data:	December 31,		September 30,	
	2011	2010	2012 (unaudited)	2011 (unaudited)
Cash and cash equivalents	\$ 3,018,566	\$ 1,828,173	\$ 684,896	\$ 1,211,287
Restricted short-term investments	683,428	85,000	181,580	501,577
Working capital	4,935,145	2,485,926	4,118,095	2,667,330
Total assets	8,745,492	5,876,422	8,515,762	6,441,401
Total liabilities	3,522,328	2,884,743	3,769,459	3,355,500
Stockholders' equity	\$ 5,223,164	\$ 2,991,679	\$ 4,746,303	\$ 2,585,901

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MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

THIS DISCUSSION CONTAINS FORWARD-LOOKING STATEMENTS THAT RELATE TO FUTURE EVENTS OR OUR FUTURE FINANCIAL PERFORMANCE. THESE STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS THAT MAY CAUSE OUR ACTUAL RESULTS, LEVELS OF ACTIVITY, PERFORMANCE OR ACHIEVEMENTS TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, LEVELS OF ACTIVITY, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY THESE FORWARD-LOOKING STATEMENTS. THESE RISKS AND OTHER FACTORS INCLUDE, AMONG OTHERS, THOSE LISTED UNDER "SPECIAL NOTE REGARDING FORWARD LOOKING STATEMENTS" AND "RISK FACTORS" AND THOSE INCLUDED ELSEWHERE IN THIS REGISTRATION STATEMENT.

During the last two fiscal years there has been a slowdown in the economy, a decline in the availability of financing from the capital markets, and a widening of credit spreads which has, or may in the future, adversely affect us to varying degrees. Such conditions may impact our ability to meet obligations to our suppliers and other third parties. These market conditions could also adversely affect the amount of revenue we report, require us to increase our allowances for losses, result in impairment charges and valuation allowances that decrease our equity, increase our loss and reduce our cash flows from operations. In addition, these conditions or events could impair our credit rating and our ability to raise additional capital.

Overview

Tecogen designs, manufactures and sells industrial and commercial cogeneration systems that produce combinations of electricity, hot water, and air conditioning using automotive engines that have been specially adapted to run on natural gas. Cogeneration systems are efficient because in addition to supplying mechanical energy to power electric generators or compressors – displacing utility supplied electricity – they provide opportunity for the facility to incorporate the engine's waste heat into onsite processes such as space and potable water heating. We produce standardized, modular, small-scale products, with a limited number of product configurations that are adaptable to multiple applications. We refer to these combined heat and power products as CHP (electricity plus heat) and MCHP (mechanical power plus heat).

Our products are sold directly to end-users by our in-house marketing team and by established sales agents and representatives. Various agreements are in place with distributors and sales representatives, including American DG Energy and EuroSite Power which are affiliated companies. Our existing customers include hospitals and nursing homes, colleges and universities, health clubs and spas, hotels and motels, office and retail buildings, food and beverage processors, multi-unit residential buildings, laundries, ice rinks, swimming pools, factories, municipal buildings, and military installations. We have an installed base of more than 2,100 units. Many of these have been operating for almost 25 years.

In 2009 we created a majority-owned subsidiary Ilios to develop and distribute a line of ultra-high-efficiency heating products, including a high efficiency water heater. These products provide twice the efficiency of conventional commercial and industrial boilers (based upon management estimates) utilizing advanced thermodynamic principles. As of the date of this prospectus, we own a 62.5% interest in Ilios.

For each of our last five fiscal years and prior thereto, we have incurred annual operating losses. We expect this trend to continue until such time that we can sell a sufficient number of systems and achieve a cost structure to become profitable. We may not have adequate cash resources to reach the point of profitability, and we may never become profitable. Even if we do achieve profitability, we may be unable to increase our sales and sustain or increase our profitability in the future.

Although we may, from time to time, have one or a few customers who may represent more than 10% of our product revenue for a given year, we are not dependent on the recurrence of such revenue from those customers. Our product revenue is such that customers may make a large purchase once and may not ever make such a purchase again. Our equipment is built to last 20 or more years, therefore, we do not build our product revenue model depending on recurring transactions from the same customer. Our service revenue may lend itself to recurring revenue from a single customer; however, we currently do not have any service revenue customers who make up more than 10% of our total revenues on an annual basis. American DG Energy has been considered a major customer in certain years, as disclosed in the accompanying financial statements; however, we do not consider our business as "dependent" upon its recurrence.

For the last two fiscal years, more than half of our revenue was generated from long-term maintenance contracts, or service contracts, which provide us with a somewhat predictable revenue stream, especially during the summer months. We have had a slight surge of activity from May through September as our "chiller season" is in full swing. Our service revenue has grown from year to year since 2005, with our New York City/New Jersey, New England and to some extent California

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territories experiencing the majority of the growth. This growth is consistent with the sale of new units into those territories. Our service margins are generally predictable as we service hundreds of long-term contracts with relatively low dollar but high volume sales. Fluctuations at the job level are to be expected however, due to the number of jobs, gross margin generally evens out on the aggregate.

Our product revenue is derived from the sale of the various cogeneration modules, such as the InVerde 100, the CM-75 and the CM-60, and the three chiller models, such as the smaller ST, the larger DT and the RT (roof-top) units. The sales cycle for each module varies widely, whereby it can be as short as a month to as long as a year or more. The length of the sales cycle is generally dependent upon on the number of decision makers in our customer's facility as well as the size of the project. Furthermore, since our products and their installation are costly they are considered a major capital improvement and customers may be slow in making their buy decision. Our products sales are high dollar value, low volume transactions. Therefore our product revenue can be difficult to predict and the expected margin, which is based on the various models we offer, also varies therefore it is difficult to forecast revenues with accuracy and significant fluctuations are to be expected.

Our cogeneration and chiller modules are built to order and revenue is recognized upon shipment. The lead time to build and deliver a unit depends on its customized configuration and is approximately 12 to 16 weeks from time of purchase order. As revenue is recognized upon shipment, our work-in-process is an important factor in understanding our financial condition in any given quarter.

Recent Accounting Pronouncements

In May 2011, the Financial Accounting Standards Board, or FASB, issued updated accounting guidance related to fair value measurements and disclosures that result in common fair value measurements and disclosures between United States generally accepted accounting principles, or GAAP, and International Financial Reporting Standards. This guidance includes amendments that clarify the application of existing fair value measurement requirements, in addition to other amendments that change principles or requirements for measuring fair value and for disclosing information about fair value measurements. This guidance is effective during interim and annual periods beginning after December 15, 2011. The adoption of this guidance did not have a material effect on our consolidated financial statements.

Critical Accounting Policies

Revenue Recognition

Revenue is recognized when persuasive evidence of an arrangement exists, delivery has occurred or services have been rendered, the price is fixed or determinable and collectability is reasonably assured. Generally, sales of cogeneration and chiller units and parts are recognized when shipped and services are recognized over the service period. Payments received in advance of services being performed are recorded as deferred revenue.

Infrequently, we recognize revenue in certain circumstances before delivery has occurred (commonly referred to as bill and hold transactions). In such circumstances, among other things, risk of ownership has passed to the buyer, the buyer has made a written fixed commitment to purchase the finished goods, the buyer has requested the finished goods be held for future delivery as scheduled and designated by them, and no additional performance obligations exist by the Company. For these transactions, the finished goods are segregated from inventory and normal billing and credit terms are granted.

For those arrangements that include multiple deliverables, we first determines whether each service or deliverable meets the separation criteria of FASB ASC 605-25, Revenue Recognition—Multiple-Element Arrangements. In general, a deliverable (or a group of deliverables) meets the separation criteria if the deliverable has stand-alone value to the customer and if the arrangement includes a general right of return related to the delivered item and delivery or performance of the undelivered item(s) is considered probable and substantially in control of the Company. Each deliverable that meets the separation criteria is considered a separate "unit of accounting". We allocate the total arrangement consideration to each unit of accounting using the relative fair value method. The amount of arrangement consideration that is allocated to a delivered unit of accounting is limited to the amount that is not contingent upon the delivery of another unit of accounting.

When vendor-specific objective evidence or third-party evidence is not available, adopting the relative fair value method of allocation permits us to recognize revenue on specific elements as completed based on the estimated selling price. We generally use internal pricing lists that determine sales prices to external customers in determining its best estimate of the selling price of the various deliverables in multiple-element arrangements. Changes in judgments made in estimating the selling price of the various deliverables could significantly affect the timing or amount of revenue recognition. We enter into sales arrangements with customers to sell our cogeneration and chiller units and related service contracts and occasionally

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installation services. Based on the fact that we sell each deliverable to other customers on a stand-alone basis, we have determined that each deliverable has a stand-alone value. Additionally, there are no rights of return relative to the delivered items; therefore, each deliverable is considered a separate unit of accounting.

After the arrangement consideration has been allocated to each unit of accounting, we apply the appropriate revenue recognition method for each unit of accounting based on the nature of the arrangement and the services included in each unit of accounting. Cogeneration and chiller units are recognized when shipped and services are recognized over the term of the applicable agreement, as provided when on a time and materials basis or upon completion and acceptance when on a completed contract basis.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. An allowance for doubtful accounts is provided for those accounts receivable considered to be uncollectible based upon historical experience and management's evaluation of outstanding accounts receivable at the end of the period. Bad debts are written off against the allowance when identified.

Inventory

Raw materials, work in process, and finished goods inventories are stated at the lower of cost, as determined by the average cost method, or net realizable value. The Company periodically reviews inventory quantities on hand for excess and/or obsolete inventory based primarily on historical usage, as well as based on estimated forecast of product demand. Any reserves that result from this review are charged to cost of sales. As of September 30, 2012 and December 31, 2011, there was a reserve against inventory in the amount of \$364,600 and \$358,800, respectively.

Intangible Assets

Intangible assets subject to amortization include costs incurred by the Company to acquire product certifications and certain patent costs. These costs are amortized on a straight-line basis over the estimated economic life of the intangible asset, which range from seven to ten years. We review intangible assets for impairment when the circumstances warrant.

Research and Development Costs/Grants

Internal research and development expenditures are expensed as incurred. Proceeds from certain grants and contracts with governmental agencies and their contractors to conduct research and development for new CHP technologies or to improve or enhance existing technology is recorded as an offset to the related research and development expenses. These grants and contracts are paid on a cost reimbursement basis provided in the agreed upon budget, with 10% retainage held to the end of the contract period. For the nine months ended September 30, 2012 and 2011, amounts received were approximately \$101,400 and \$184,200, respectively, which offset the Company's total research and development expenditures for each of the respective periods. As of September 30, 2012 and December 31, 2011, the retainage receivable was \$124,350 and \$90,735, respectively.

Stock-Based Compensation

Stock based compensation cost is measured at the grant date based on the estimated fair value of the award and is recognized as an expense in the consolidated statements of operations over the requisite service period. The fair value of stock options granted is estimated using the Black-Scholes option pricing valuation model. We recognize compensation on a straight-line basis for each separately vesting portion of the option award. Use of a valuation model requires management to make certain assumptions with respect to selected model inputs. The determination of the fair value of share-based payment awards is affected by our stock price. Since we are not publicly traded, we considered the sales price of the Common Stock in private placements to unrelated third parties as a measure of the fair value of its Common Stock. The average expected life is estimated using the simplified method for "plain vanilla" options. The simplified method determines the expected life in years based on the vesting period and contractual terms as set forth when the award is made. We use the simplified method for awards of stock-based compensation since it does not have the necessary historical exercise and forfeiture data to determine an expected life for stock options. The risk-free interest rate is based on U.S. Treasury zero-coupon issues with a remaining term which approximates the expected life assumed at the date of grant. When options are exercised we normally issue new shares (see "Note 4- Stock-based compensation".)

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Loss per Common Share

We compute basic loss per share by dividing net loss for the period by the weighted-average number of shares of Common Stock outstanding during the period. We compute its diluted earnings per common share using the treasury stock method. For purposes of calculating diluted earnings per share, we consider its shares issuable in connection with the convertible debentures, stock options and warrants to be dilutive Common Stock equivalents when the exercise/conversion price is less than the average market price of our Common Stock for the period.

Segment Information

The Company reports segment data based on the management approach. The management approach designates the internal reporting that is used by management for making operating and investment decisions and evaluating performance as the source of the Company's reportable segments. The Company uses one measurement of profitability and does not disaggregate its business for internal reporting. The Company has determined that it operates in one business segment which manufactures and supports highly efficient CHP products based on engines fueled by natural gas.

The following table summarizes net revenue by product line and services for the nine months ended September 30, 2012 and 2011:

	September 30, 2012	September 30, 2011
	(unaudited)	(unaudited)
Products:		
Cogeneration	\$ 2,687,769	\$ 1,889,436
Chiller	1,503,670	1,831,952
Total Product Revenue	4,191,439	3,721,388
Services	5,498,545	4,992,840
Total Revenue	\$ 9,689,984	\$ 8,714,228

Income Taxes

We use the asset and liability method of accounting for income taxes. The current or deferred tax consequences of transactions are measured by applying the provisions of enacted tax laws to determine the amount of taxes payable currently or in future years. Deferred tax assets and liabilities are determined based on the difference between the financial statement and tax bases of assets and liabilities and expected future tax consequences of events that have been included in the financial statements or tax returns using enacted tax rates in effect for the years in which the differences are expected to reverse. Under this method, a valuation allowance is used to offset deferred taxes if, based upon the available evidence, it is more likely than not that some or all of the deferred tax assets may not be realized. Management evaluates the recoverability of deferred taxes and the adequacy of the valuation allowance annually.

The Company has adopted the provisions of the accounting standards relative to accounting for uncertainties in tax positions. These provisions provide guidance on the recognition, de-recognition and measurement of potential tax benefits associated with tax positions. The Company elected to recognize interest and penalties related to income tax matters as a component of income tax expense in the statements of operations. There was no impact on the financial statements as a result of this guidance.

Fair Value of Financial Instruments

Our financial instruments are cash and cash equivalents, certificates of deposit, accounts receivable, accounts payable, capital lease obligations and notes due from related party convertible debentures. The recorded values of cash and cash equivalents, accounts receivable and accounts payable approximate their fair values based on their short-term nature. At September 30, 2012, the current value on the consolidated balance sheet of the debentures and capital lease obligations approximates fair value as the terms approximate those available for similar instruments. Certificates of deposit classified as short-term investments are recorded at fair value.

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Emerging Growth Company

Section 107 of the JOBS Act provides that an emerging growth company can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act for complying with new or revised accounting standards. However, we are choosing to “opt out” of any extended transition period, and as a result we will comply with new or revised accounting standards on the relevant dates on which adoption of such standards is required for non-emerging growth companies. Section 107 of the JOBS Act provides that our decision to opt out of the extended transition period for complying with new or revised accounting standards is irrevocable.

Results of Operations

Nine Months Ended September 30, 2012 Compared to Nine Months Ended September 30, 2011

Revenues

Revenues for the nine months ended September 30, 2012 were \$9,689,984 compared to \$8,714,228 for the same period in 2011, an increase of \$975,756, or 11.2%. The increase in total revenue was due to increases in both product sales and service revenues in the first three quarters of 2012. Product revenue for the first nine months of 2012 was \$4,191,439, compared to \$3,721,388, for the same period in 2011, an increase of \$470,051 or 12.6%. Shipments of chiller modules during the first nine months of 2012 accounted for 35.9% of product revenues. For the same period in 2011, chiller modules represented 49.2% of product revenues. Our product mix, as well as product revenue, can vary significantly from period to period as our products are high dollar, low volume sales. As a result, such fluctuation is expected.

Service revenue for the first nine months of 2012 was \$5,498,545, compared to \$4,992,840, for the same period in 2011, an increase of \$505,705, or 10.1%. Our service operation grows along with sales of cogeneration and chiller systems since the majority of our product sales are accompanied by a service contract or time and materials agreement. As a result our “fleet” of units being serviced by our service department naturally grows with product sales.

Cost of Sales

Cost of sales for the first nine months of 2012 was \$5,703,507, compared to \$4,818,318, for the same period in 2011, an increase of \$885,189, or 18.4%. Our gross profit margin for the first nine months of 2012 was 41.1% compared to 44.7% for the same period in 2011. The decrease in overall gross margin is attributable to the sale of lower margin cogeneration units sold to an affiliated company.

Contract Research and Development

Contract research and development income, which is classified as an offset to applicable expenses, for the first nine months of 2012 and 2011 was \$101,400 and \$184,200, respectively. The majority of this decrease is due to the conclusion and wrap up of a research and development contract which ended on June 30, 2011.

Operating Expenses

Operating expenses increased in the first nine months of 2012 to \$5,767,240 compared to \$4,877,150 for the same period in 2011, an increase of \$890,090 or 18.3%. The increase was due to a combination of expense increases such as salaries, outside labor and other payroll related expenses of approximately \$610,000, due to the addition of several exempt and non-exempt employees, general increase in liability, workers compensation and other insurance policies of approximately \$55,000, audit and other professional fees of \$75,000 and attendance at trade shows and the related travel expenses of approximately \$110,000 and various other expenses.

Loss from Operations

Loss from operations for the first nine months 2012 was \$1,780,763 compared to \$981,240 for the same period in 2011. The increase in the loss of \$799,523 was due to the increase in operating expenses discussed above.

Other Income (Expense), Net

Other expense, net, for the first nine months of 2012 was \$15,026 compared to other income, net of \$2,770 for the same period in 2011. Other income (expense) includes interest income and other income of \$38,380, net of interest expense on

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notes payable of \$53,406 for the first nine months of 2012. For the same period in 2011, interest income was \$25,262 and interest expense was \$22,492. The increase in interest income of \$13,118 is the result of short-term investments held for the majority of the first nine months of 2012 that did not exist for the most of the first nine months of 2011. The increase in interest expense of \$30,914 was due to \$750,000 of demand notes payable issued during the third quarter of 2011.

Provision for Income Taxes

The Company did not record any benefit or provision for income taxes for the first nine months of 2012 and 2011, respectively. As of September 30, 2012 and 2011, the income tax benefits generated from the Company's net losses have been fully reserved.

Noncontrolling Interest

The noncontrolling interest share in the losses of Ilios was \$285,898 for the first nine months of 2012 compared to \$192,359 for the same period in 2011. The increase was due to additional payroll costs of approximately \$140,000 that Ilios incurred in 2012, associated with the hiring of its Chief Operating Officer in June of 2011. Additional expenses included increased stock compensation expense of approximately \$20,000 and trade shows and travel related expenses of approximately \$20,000. Noncontrolling interest ownership percentage as of September 30, 2012 and 2011 was 37.6% and 35%, respectively.

Year Ended December 31, 2011 Compared to Year Ended December 31, 2010

Revenues

Revenues in 2011 were \$11,065,210 compared to \$11,311,229 in 2010, a decrease of \$246,019 or 2.2%. The decrease is due to a combination of an overall decrease in product sales together with an increase in service revenue. Product revenue in 2011 was \$4,569,113, compared to \$5,543,605 in 2010, a decrease of \$974,492 or 17.6%. This decrease from the year ended December 31, 2010 to 2011 was the aggregate of a decrease in cogeneration sales of \$2,240,434 net of an increase in chiller sales of \$1,265,942.

Our product mix, as well as product revenue, can vary significantly from period to period as our products are high dollar, low volume sales. As a result, such fluctuation is expected. Additionally, during the year ended December 31, 2010 we recognized revenue of approximately \$1.4 million from one multi-unit cogeneration project. We did not experience a sale with similar revenue recognition in 2011. Shipments of chiller modules during 2011 accounted for 40.1% of product revenues which represented an increase of \$1,265,942. For the same period in 2010, chiller modules represented only 10.2% due to the \$1.2 million sale of cogeneration modules. In addition, work in process as of December 31, 2011 and 2010 was \$119,640 and \$4,774, respectively. At December 31, 2011, there was a cogeneration unit substantially completed but did not ship until the following quarter. In accordance with our revenue recognition policy, the revenue for this unit was not recognized as of December 31, 2011.

Service revenue in 2011 was \$6,496,097 compared to \$5,767,624, in 2010, an increase of \$728,473, or 12.6%. This increase is due to the growth in modules serviced under contract as well as the performance of several large consulting/installation projects during the year. In 2010 there were no consulting/turnkey projects performed. Tecogen offered "turnkey" installations to its customers up until 2006 and these Tecogen installed locations have been historically our best sites in terms of run hours and energy generation. In 2011, our service operation went back to the installation business whereby Tecogen service personnel installs our equipment rather than only selling and servicing the modules. We are also offering consulting services whereby Tecogen engineers will support the installation effort.

Cost of Sales

Cost of sales in 2011 was \$6,179,098 compared to \$6,597,205 in 2010, a decrease of \$418,107, or 6.3%. Our gross profit margin was 44.2% in 2011, compared to 41.7% in 2010, an increase of 2.5%. The improvement in gross margin is attributable to sale of more chillers, which carry a higher margin, in the product mix versus sales of cogeneration devices.

Operating Expenses

Operating expenses were \$6,769,014 in 2011, compared to \$5,264,299 in 2010, an increase of \$1,504,715, or 28.6%. The increase was due to a combination of non-cash compensation expense related to the issuance of restricted stock and option awards to our employees (which increased \$247,288), the costs associated with the overhead, development, production and sale

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of our subsidiary's water heating product (approximately \$952,000) as well as the addition of personnel to support the sales efforts of the service and installation operations (approximately \$279,000).

Loss from Operations

Loss from operations for the year ended December 31, 2011 was \$1,882,902 compared to \$550,275 for the year ended December 31, 2010, an increase of \$1,332,627. This increase in loss from operations was due to a combination of non-cash compensation expense related to the issuance of restricted stock and option awards to our employees (which increased \$247,288), the costs associated with the overhead, development, production and sale of our subsidiary's water heating product (approximately \$952,000) as well as the addition of personnel to support the sales efforts of the service and installation operations (approximately \$279,000).

Contract Research and Development

Contract research and development income, which is classified as an offset to applicable expenses, for the years ended December 31, 2011 and 2010 was \$239,158 and \$917,148, respectively. This decrease is due to the small engine development contract with the California Energy Commission, which included significant subcontract research work in 2010. This income offset cost of sales of \$210,597 and \$753,129, respectively and operating expenses of \$13,148 and \$10,861, respectively for the years ended December 31, 2011 and 2010. Total expenses offset by contract research and development grants for the year ended December 31, 2011 were \$223,745, providing a net profit of \$15,413. Total expenses offset by contract research and development grants for the year ended December 31, 2010 were \$763,990, providing a net profit of \$153,158.

Other Income (Expense), Net

Other expense, net, for 2011 was \$1,892 compared to \$13,706 for the same period in 2010. Other expense, net includes interest income on cash balances and short-term investments and notes receivable from stockholder of \$38,402 net of interest expense of \$40,294 for 2011. For the same period in 2010, interest income was \$23,574 and interest expense was \$37,280. The increase in interest income is the result the interest earned on notes receivable from stockholder which existed for twelve months during 2011 and six months during 2010.

Provision for Income Taxes

We did not record any benefit or provision for income taxes for the year ended December 31, 2011 and 2010, respectively. As of December 31, 2011 and 2010, the income tax benefits generated from the Company's net losses have been fully reserved.

Noncontrolling Interest

The noncontrolling interest share in the losses in Ilios was \$310,293 in 2011 compared to \$208,673 in 2010. The increase was due to additional payroll costs incurred by Ilios, our majority owned subsidiary, in 2011 as its Chief Operating Officer was hired in June of 2011. This increase in payroll costs was somewhat offset by the reduction in the noncontrolling interest ownership percentage as it decreased to 32.59% in 2011 from 37% in 2010.

Liquidity and Capital Resources

Consolidated working capital at September 30, 2012 was \$4,118,095, compared to \$4,935,145 at December 31, 2011, a decrease of \$817,050 or 16.6%. Included in working capital were cash and cash equivalents of \$684,896 and short-term investments of \$181,580 at September 30, 2012, compared to \$3,018,566 in cash and cash equivalents and \$683,428 in short-term investments at December 31, 2011.

Cash used in operating activities was \$3,554,463 for the nine months ended September 30, 2012 compared to \$1,566,159 at September 30, 2011. Our accounts receivable balance increased to \$1,937,667 at September 30, 2012 compared to \$1,399,232 at December 31, 2011, using \$538,435 of cash due to the timing of billing, shipments and collections. Our inventory increased to \$4,047,062 as of September 30, 2012 compared to \$2,568,986 as of December 31, 2011, using \$1,483,876 of cash to purchase inventory to build modules in backlog. Amounts due to us from related parties increased to \$441,464 as of September 30, 2012 from \$299,739 at December 31, 2011, using \$141,725 from services performed.

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Accounts payable increased to \$905,640 as of September 30, 2012, from \$812,214 at December 31, 2011 providing \$93,426 in cash to purchase inventory. Deferred revenue increased to \$873,475 as of September 30, 2012 from \$509,283 as of December 31, 2011 providing \$329,771.

During the first nine months of 2012, our investing activities provided \$240,793 of cash and included sales of short term investments \$506,345, purchases of property and equipment of \$172,587 and expenditures of \$92,965 related to intangible assets. Our consolidated financing activities provided \$980,000 of cash during the first nine months of 2012 from the sale the company's common stock and the sale of Ilios common stock to accredited investors.

At September 30, 2012 our commitments included various leases for office and warehouse facilities of \$864,807. The source of funds to fulfill these commitments will be provided either from cash and short term investment balances, operations or through debt or equity financing.

We believe that our existing resources, including cash and cash equivalents and future cash flows from operations, are sufficient to meet the working capital requirements of our existing business until September 30, 2013. Beyond September 30, 2013, as we continue to grow our business our cash requirements may increase. We may need to raise additional capital through a debt financing or an equity offering to meet our operating and capital needs for future growth.

Our ability to continue to access capital could be impacted by various factors including general market conditions and the continuing slowdown in the economy, interest rates, the perception of our potential future earnings and cash distributions, any unwillingness on the part of lenders to make loans to us and any deterioration in the financial position of lenders that might make them unable to meet their obligations to us. If these conditions continue and we cannot raise funds through a public or private debt financing, or an equity offering, our ability to grow our business may be negatively affected and we may need to suspend and significantly reduce our operating costs until market conditions improve.

Seasonality

We expect that the majority of our heating systems sales will be in the winter and the majority of our chilling systems sales will be in the summer. Our cogeneration and chiller system sales are not generally affected by the seasons, although customer goals will be to have chillers installed and running in the spring. Our service team does experience higher demand in the warmer months when cooling is required. These units are generally shut down in the winter and started up again in the spring. This "busy season" for the service team generally runs from May through the end of September.

Off Balance Sheet Arrangements

The Company currently has no material off balance sheet arrangements and has no plans to enter into any such arrangements.

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**CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON
ACCOUNTING AND FINANCIAL DISCLOSURE**

On April 13, 2011, Caturano and Company, Inc. (formerly Caturano and Company, P.C.), or Caturano, resigned as the Company's independent registered public accounting firm as a result of the July 20, 2010, acquisition by McGladrey LLP (formerly McGladrey & Pullen, LLP), or McGladrey, of certain of Caturano's assets. On April 13, 2011, the Company's board of directors appointed McGladrey as the Company's independent registered public accounting firm for the fiscal year ending December 31, 2010.

Caturano's audit reports on the Company's financial statements for the fiscal years ended December 31, 2009 and December 31, 2008 did not contain any adverse opinion or disclaimer of opinion, and were not qualified or modified as to uncertainty, audit scope or accounting principles. During the Company's fiscal years ended December 31, 2009 and December 31, 2008 and through the date of Caturano's resignation, there were no disagreements between the Company and Caturano on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure, which disagreements, if not resolved to Caturano's satisfaction, would have caused Caturano to make reference thereto in connection with its audit reports, and no reportable events as defined in Item 304(a)(1)(v) of Regulation S-K.

Prior to the engagement of McGladrey, we did not consult with such firm regarding the application of accounting principles to a specific completed or contemplated transaction, or any matter that was either the subject of a disagreement or a reportable event. We also did not consult with McGladrey regarding the type of audit opinion that might be rendered on our financial statements and no oral or written report was provided by McGladrey.

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MANAGEMENT AND GOVERNANCE

Directors and Executive Officers.

The following table lists the current members of our board of directors and our executive officers. The address for our directors and officers is c/o Tecogen Inc., 45 First Avenue, Waltham, Massachusetts 02451.

Name	Age	Position(s)
Angelina M. Galiteva	45	Chairperson of the Board and Director
John N. Hatsopoulos	78	Chief Executive Officer and Director
Robert A. Panora	58	Chief Operating Officer and President
Bonnie J. Brown	49	Chief Financial Officer and Secretary
Anthony S. Loumidis	48	Vice President and Treasurer
George N. Hatsopoulos	85	Director
Ahmed F. Ghoniem	61	Director
Charles T. Maxwell	81	Director
Joseph E. Aoun	59	Director

Angelina M. Galiteva, age 45, has been our Chairperson of the Board since 2005. She is founder and Chair of the Board for the Renewables 100 Policy Institute, a non-profit entity dedicated to the global advancements of renewable energy solutions since 2008. Ms. Galiteva is also Chairperson at the World Council for Renewable Energy (WCRE) which focuses on the development of legislative and policy initiatives to facilitate the introduction and growth of renewable energy technologies since 2003. Ms. Galiteva is the governor's appointee to the California Independent System Operator (CA ISO), providing direction and oversight for the California ISO which operates the California electricity grid. Also, Ms. Galiteva is a principal at New Energy Options, Inc., a company focusing on advancing the integration of sustainable energy solutions since 2006. Ms. Galiteva holds a Master's degree in Environmental and Energy Law, a law degree from Pace University School of Law, and a bachelor's degree from Sofia University in Bulgaria.

Our board of directors has determined that Ms. Galiteva's prior experience in the energy field qualify her to be a member of the board of directors in light of the Company's business and structure.

John N. Hatsopoulos, age 78, has been the Chief Executive Officer of the Company since the organization of the Company in 2000. He has also been the Chief Executive Officer of American DG Energy Inc., (NYSE MKT: ADGE), a publicly traded company in the On-Site Utility business since 2000, and the Chairman of EuroSite Power Inc., a subsidiary of American DG Energy Inc. since 2009. Mr. Hatsopoulos is a co-founder of Thermo Electron Corporation, which is now Thermo Fisher Scientific (NYSE: TMO), and the retired President and Vice Chairman of the Board of Directors of that company. He is a member of the Board of Directors of Ilios Inc., GlenRose Instruments Inc., Agenus Inc. (NASDAQ: AGEN), American CareSource Holdings, Inc. (NASDAQ: ANCI) and TEI Biosciences Inc., and is a former Member of the Corporation of Northeastern University. The Company, American DG Energy Inc., EuroSite Power Inc., and GlenRose Instruments Inc., are affiliated companies by virtue of common ownership. Mr. Hatsopoulos graduated from Athens College in Greece, and holds a bachelor's degree in history and mathematics from Northeastern University, as well as honorary doctorates in business administration from Boston College and Northeastern University.

Mr. Hatsopoulos is the Company's Chief Executive Officer and is also the Chief Executive Officer of American DG Energy and the Chairman of GlenRose Instruments. On average, Mr. Hatsopoulos spends approximately 20% of his business time on the affairs of the Company; however such amount varies widely depending on the needs of the business and is expected to increase as the business of the Company develops.

Our board of directors has determined that Mr. Hatsopoulos' prior experience as co-founder, president and Chief Financial Officer of Thermo Electron Corporation, where he demonstrated leadership capability and gained extensive expertise involving complex financial matters, and his extensive knowledge of complex financial and operational issues qualify him to be a member of the board of directors in light of the Company's business and structure.

Robert A. Panora, age 58, has been our Chief Operating Officer and President since the organization of the Company in 2000. He had been General Manager of Tecogen's Product Group since 1990 and Manager of Product Development, Engineering Manager, and Operations Manager of the Company since 1984. Over his 27-year tenure with Tecogen, Mr. Panora

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has been responsible for sales and marketing, engineering, service, and manufacturing. Mr. Panora contributed to the development of Tecogen's first product, the CM-60 cogeneration system, and was Program Manager for the cogeneration and chiller projects that followed. Mr. Panora has had considerable influence on many aspects of Tecogen's business, from building the employee team, to conceptualizing product designs and authoring many of the original business documents, sales tools, and product literature pieces. Mr. Panora has a bachelor's and master's degrees in Chemical Engineering from Tufts University.

Bonnie J. Brown, age 49, has been our Chief Financial Officer since 2007 and our Secretary since 2010. Ms. Brown joined the Company in 2005 as Controller. She has also been the Chief Financial Officer of Ilios Inc. since its inception in 2009. Prior to joining Tecogen, Ms. Brown was a partner at Sullivan Bille PC, a regional accounting firm, for 15 years where she provided financial, accounting, audit, tax, and business consulting services for mid-sized companies. Ms. Brown has also worked at Enterprise Bank and Trust (NASDAQ:EBTC) as project manager for special assignments including branch acquisitions and information systems transitions in the trust department eventually serving as Internal Audit Director, establishing an in-house audit function. She has also provided independent contractor services for a wide variety of publicly traded and closely held companies, including consulting, internal control and Sarbanes-Oxley compliance services. Ms. Brown is a CPA and holds a B.S. in Accountancy from Bentley College and an M.S. in Computer Information Systems from Boston University.

Anthony S. Loumidis, age 48, has been our Vice President since 2007 and Treasurer since 2001. Mr. Loumidis is currently the Chief Financial Officer of the Company's affiliates, American DG Energy Inc., since 2004, EuroSite Power Inc., since 2010, and GlenRose Instruments Inc., since 2006. GlenRose Instruments Inc. provides analytical services to the federal government and its prime contractors. He is also the Treasurer of Ilios Inc., a high-efficiency heating products company. Mr. Loumidis was previously with Thermo Electron Corporation, where he held various positions including National Sales Manager for Thermo Capital Financial Services, Manager of Investor Relations and Manager of Business Development of Tecomet, a subsidiary of Thermo Electron Corporation. Mr. Loumidis is a FINRA registered representative, holds a bachelor's degree in business administration from the American College of Greece in Athens and a master's degree in business administration from Northeastern University.

George N. Hatsopoulos, age 85, has been a member of our Board since the organization of the Company in 2000. He is the founder and Chief Executive Officer of Pharos, LLC, an organization devoted to the creation of leading edge business ventures and he is a member of the Board of Directors of American DG Energy Inc., an affiliated company by virtue of common ownership. He is the founder and chairman emeritus of Thermo Electron Corporation and served as Chairman and Chief Executive Officer since its founding in 1956 until his retirement from those positions in 1999. Dr. Hatsopoulos has served on the board of the Federal Reserve Bank of Boston, including a term as chairman. He was a member of the Securities and Exchange Commission Advisory Committee on Capital Formation and Regulatory Process, the Advisory Committee of the U.S. Export-Import Bank, and the boards of various corporations and institutions. Dr. Hatsopoulos is a fellow of the American Academy of Arts and Sciences, the American Society of Mechanical Engineers and other scientific and technical organizations. He is the recipient of numerous honors and awards in engineering, science, industry and academics, has authored over 60 articles in professional journals, and is the principal author of textbooks on thermodynamics and thermionic energy conversion. Dr. Hatsopoulos has been a faculty member and senior lecturer at Massachusetts Institute of Technology and continues his association with MIT as a Life Member of the Corporation. Dr. Hatsopoulos holds bachelors, masters and doctorate degrees from MIT, all in mechanical engineering.

Our board of directors has determined that Dr. Hatsopoulos' prior experience as founder, chairman and Chief Executive Officer of Thermo Electron Corporation, where he demonstrated leadership capability and gained extensive expertise involving complex financial matters, and his extensive knowledge of complex financial and operational issues qualify him to be a member of the board of directors in light of the Company's business and structure.

Ahmed H. Ghoniem, age 61, has been a member of our Board since 2008. He is the Ronald C. Crane Professor of Mechanical Engineering at MIT. He is also the director of the Center for 21st Century Energy, and the head of Energy Science and Engineering at MIT, where he plays a leadership role in many energy-related activities, initiatives and programs. Mr. Ghoniem joined MIT as an assistant professor in 1983. He is an associate fellow of the American Institute of Aeronautics and Astronautics, and Fellow of American Society of Mechanical Engineers. Recently, he was granted the KAUST Investigator Award. He is a member of the Board of Directors of EuroSite Power Inc., and Ilios Inc., which are affiliated companies by virtue of common ownership. Mr. Ghoniem holds a Ph.D. in Mechanical Engineering from the University of California, Berkeley, and an M.S. and B.S. in Mechanical Engineering from Cairo University.

Our Board of Directors has determined that Dr. Ghoniem's prior experience as a Professor of Mechanical Engineering at MIT and his prior experience in the energy sector qualify him to be a member of our Board of Directors in light of our business and structure.

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Charles T. Maxwell, age 81, has been a member of our Board since 2001. He is a widely recognized expert in the energy sector, with over 40 years of experience with major oil companies and investment banking firms. He is currently Senior Energy Analyst with Weeden & Co. of Greenwich, Connecticut, since 1999, where he develops strategic data and forecasts on oil, gas and power markets. Mr. Maxwell is a member of the Board of Directors of American DG Energy Inc., an affiliated company by virtue of common ownership. Since the early 1980s, he has been an active member of an Oxford-based organization comprised of present or past OPEC-country oil ministers and other oil industry executives from 30 countries who meet twice annually to analyze trends in global energy markets. He is a member of the board of directors of Chesapeake Energy Corp. (NYSE: CHK). Mr. Maxwell holds a bachelor's degree in political science from Princeton University and holds a B.A. from Oxford University as a Marshall Scholar in Middle East literature and history.

Our board of directors has determined that Mr. Maxwell's prior experience in the energy sector and his extensive experience as a director of public companies qualifies him to be a member of the board of directors in light of the Company's business and structure.

Joseph E. Aoun, age 59, has been a member of our Board since 2011. He is President of Northeastern University, a preeminent global, experiential, research university since 2006. President Aoun is recognized as a leader in higher education policy and serves on the board of directors of the American Council on Education as well as the Boston Private Industry Council, Boston World Partnerships, Jobs for Mass, and the New England Council. He is a member of the Executive Committee of the Greater Boston Chamber of Commerce, a member of the Massachusetts Business Roundtable and Massachusetts Math & Science Initiative, and serves on the Leadership Council for the Mass Life Sciences Collaborative and as co-chair of the City to City Boston initiative. President Aoun is the recipient of numerous honors and awards and is an internationally known scholar in linguistics. President Aoun holds a master's degree in Oriental Languages and Literature from Saint Joseph University, Beirut, Lebanon, Diploma of Advanced Study General and Theoretical Linguistics, University of Paris VIII, Paris, France, and a Ph.D. Linguistics and Philosophy from MIT.

Our Board of Directors has determined that Dr. Aoun's prior experience as the President of Northeastern University and his prior experience in the energy sector qualify him to be a member of our Board of Directors in light of our business and structure.

Each executive officer is elected or appointed by, and serves at the discretion of, our Board of Directors. The elected officers of the Company will hold office until their successors are duly elected and qualified, or until their earlier resignation or removal.

Family Relationships

There are no other family relationships among members of our Board of Directors and executive officers other than George N. Hatsopoulos and John N. Hatsopoulos who are brothers.

Board Composition

The number of directors of the Company is established by the Board of Directors in accordance with our bylaws. The exact number of directors is currently set at six (6) by resolution of the Board of Directors. The directors are elected to serve for one (1) year terms, with the term of directors expiring each year at the annual meeting of stockholders; provided further, that the term of each director shall continue until the election and qualification of a successor and be subject to such director's earlier death, resignation or removal.

Our certificate of incorporation and bylaws provide that the authorized number of directors may be changed only by resolution of the Board of Directors, and also provide that our directors may be removed only for cause by the affirmative vote of the holders of at least 75% of the votes that all our stockholders would be entitled to cast in an annual election of directors, and that any vacancy on our Board of Directors, including a vacancy resulting from an enlargement of our Board of Directors, may be filled only by vote of a majority of our directors then in office.

We have no formal policy regarding board diversity. Our priority in selection of board members is identification of members who will further the interests of our stockholders through his or her established record of professional accomplishment, the ability to contribute positively to the collaborative culture among board members, knowledge of our business and understanding of the competitive landscape.

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Board Committees

Our Board of Directors directs the management of our business and affairs and conducts its business through meetings of the Board of Directors and our committees: the Audit Committee, the Compensation Committee and the Nominating and Governance Committee.

The members of the Audit Committee are Ms. Galiteva and Mr. Maxwell. The members of the Compensation Committee are Dr. Aoun, Ms. Galiteva and Dr. Ghoniem. The members of our Nominating and Governance Committee are Dr. Aoun, Dr. Ghoniem and Mr. Maxwell. All committee members have been determined to be independent by our Board of Directors in accordance with the NYSE MKT rules. The Board of Directors has also determined that Mr. Maxwell qualifies as an audit committee financial expert. In addition, from time to time, other committees may be established under the direction of the Board of Directors when necessary to address specific issues.

The functions of the Audit Committee include reviewing and supervising the financial controls of the Company, appointing, compensating and overseeing the work of the independent auditors, reviewing the books and accounts of the Company, meeting with the officers of the Company regarding the Company's financial controls, acting upon recommendations of the independent auditors and taking such further actions as the Audit Committee deems necessary to complete an audit of the books and accounts of the Company. The charter of the Audit Committee will be available on the Company's website at www.tecogen.com and is included as Exhibit No. 99.1 hereto.

The Compensation Committee's functions include reviewing with management cash and other compensation policies for employees, making recommendations to the Board of Directors regarding compensation matters and determining compensation for the Chief Executive Officer. Our Chief Executive Officer has been instrumental in the design and recommendation to the compensation committee of compensation plans and awards for our directors and executive officers including our President, Chief Operating Officer and Chief Financial Officer. All compensation decisions for the Chief Executive Officer and all other executive officers are reviewed and approved by the Compensation Committee, subject to ratification by the Board of Directors. The charter of the Compensation Committee will be available on the Company's website at www.tecogen.com and is included as Exhibit No. 99.2 hereto.

The Nominating and Governance Committee functions are to identify persons qualified to serve as members of the Board of Directors, to recommend to the Board of Directors persons to be nominated by the board for election as directors at the annual meeting of stockholders and persons to be elected by the board to fill any vacancies, and recommend to the Board the Directors persons to be appointed to each of its committees. In addition, the Nominating and Governance Committee is responsible for developing and recommending to the Board of Directors a set of corporate governance guidelines applicable to the Company (as well as reviewing and reassessing the adequacy of such guidelines as it deems appropriate from time to time) and overseeing the annual self-evaluation of the Board of Directors. The charter of the Nominating and Governance Committee is available on the Company's website at www.tecogen.com and is included as Exhibit No. 99.3 hereto.

Director Compensation

Each director who is not also one of our employees will receive a fee of \$500 per day for service on those days that our Board of Directors and or each of the Audit, Compensation or Nominating and Governance Committees hold meetings, or otherwise conduct business. Non-employee directors also will be eligible to receive stock or options awards under our 2011 Stock Incentive Plan, as amended, or the Stock Plan. We reimburse all of our non-employee directors for reasonable travel and other expenses incurred in attending Board of Directors and committee meetings. Any director who is also one of our employees receives no additional compensation for serving as a director. Our non-employee directors did not receive any compensation in cash prior to or during 2010 because prior to filing this registration statement the compensation of directors was only in stock awards.

Board Leadership Structure

We separate the roles of Chief Executive Officer and Chairman in recognition of the differences between the two roles. Our Chief Executive Officer is responsible for setting the strategic direction for the Company and the overall leadership and performance of the Company. Our Chairman provides guidance to the Chief Executive Officer, sets the agenda for Board of Director meetings, presides over meetings of the full Board of Directors and leads all executive meetings of the independent directors. We are a small company with a small management team, and we feel the separation of these roles enhances high-level attention to our business.

TECOGEN INC.

Our Board of Directors Role in Risk Oversight

Our Board of Directors oversees our risk management processes directly and through its committees. Our management is responsible for risk management on a day-to-day basis. The Audit Committee assists the Board of Directors in fulfilling its oversight responsibilities with respect to risk management in the areas of financial reporting, internal controls and compliance with legal and regulatory requirements, and discusses policies with respect to risk assessment and risk management, including guidelines and policies to govern the process by which the Company's exposure to risk is handled. The Compensation Committee assists the Board of Directors in fulfilling its oversight responsibilities with respect to the management of risks arising from our compensation policies and programs. The Nominating and Governance Committee assists the Board of Directors in fulfilling its oversight responsibilities with respect to the management of risks associated with board organization, membership and structure, succession planning for our directors, and corporate governance.

Code of Business Conduct and Ethics

The Company has adopted a code of business conduct and ethics that applies to the Company's directors, officers and employees. The Company's code of business conduct and ethics is intended to promote honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships; full, fair, accurate, timely and understandable disclosure in reports and documents that the Company files with, or submits to, the SEC and in other public communications made by the Company; compliance with applicable governmental laws, rules and regulations; prompt internal reporting of violations of the code of business conduct and ethics to an appropriate person or persons identified in the code of business conduct and ethics; and accountability for adherence to the code of business conduct and ethics. The Company's code of business conduct and ethics is available on the Company's website at www.tecogen.com and is included as Exhibit No. 14.1 hereto.

TECOGEN INC.

EXECUTIVE OFFICER AND DIRECTOR COMPENSATION

Executive Compensation.

The Compensation Committee and Board of Directors construct policies and guidelines regarding executive compensation. The major components of executive compensation will be base salary, annual incentive bonuses, equity incentive awards and customary employee benefits. Among the factors likely to be relevant are:

- the executive officer’s skills and experience;
- the particular importance of the executive officer’s position to us;
- the executive officer’s individual performance;
- the executive officer’s growth in his or her position; and
- base salaries for comparable positions within our Company and at other companies.

Our Compensation Committee performs evaluations of our executive officers’ compensation at least annually and may solicit the input of a compensation consulting firm and peer group benchmarking data in making any adjustments believed to be appropriate.

The following table sets forth information with respect to the compensation of our executive officers as of December 31, 2011:
Summary Compensation Table

Name and principal position	Year	Salary (\$)	Bonus (\$)	Stock awards (\$)	Option awards (\$) ⁽¹⁾	All other compensation (\$)	Total (\$)
John N. Hatsopoulos	2011	1	—	—	—	—	1
<i>Chief Executive Officer</i>	2010	1	—	—	—	—	1
<i>(Principal Executive Officer)</i>							
Robert A. Panora (2)(3)	2011	163,770	—	—	123,408	1,032	288,210
<i>Chief Operating Officer and President</i>	2010	163,770	—	—	—	1,032	164,802
Bonnie J. Brown (4)(5)	2011	156,000	—	—	—	360	156,360
<i>Chief Financial Officer and Secretary</i>	2010	156,000	—	—	24,446	360	180,806
<i>(Principal Financial Officer)</i>							
Anthony S. Loumidis (6)	2011	12,994	10,000	—	37,022	—	60,016
<i>Vice President and Treasurer</i>	2010	—	—	—	—	—	—

- (1) The amounts in the “Stock Option Awards” column reflect the aggregate grant date fair value of the awards computed in accordance with FASB ASC Topic 718. The assumptions used by us with respect to the valuation of stock and option awards are set forth in *Note 10 – Stockholders’ equity* to our financial statements included elsewhere in this registration statement.
- (2) Includes stock option award to purchase 500,000 shares of Common Stock at a purchase price of \$0.65 per share granted on February 15, 2011, with 125,000 of the shares vesting on February 15, 2012 and then an additional 125,000 shares on each of the subsequent three anniversaries, subject to acceleration of vesting upon a change in control.
- (3) Includes group life insurance of \$1,032 for 2011 and 2010, respectively.
- (4) Includes stock option award to purchase 100,000 shares of Common Stock at a purchase price of \$0.65 per share granted on February 18, 2010, with 25,000 of the shares vesting on February 18, 2011 and then an additional 25,000 shares on each of the subsequent three anniversaries, subject to acceleration of vesting upon a change in control.
- (5) Includes group life insurance of \$360 for 2011 and 2010.
- (6) Includes stock option award to purchase 150,000 shares of Common Stock at a purchase price of \$0.65 per share granted on February 15, 2011, with 25,000 of the shares vesting on February 15, 2012 and then an additional 25,000 shares on each of the subsequent three anniversaries, subject to acceleration of vesting upon a change in control.

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Outstanding Equity Awards at Fiscal Year-End

The following table sets forth information with respect to outstanding equity awards held by our executive officers as of December 31, 2011:

Name	Option awards				Stock awards	
	Number of securities underlying unexercised options (#)exercisable	Number of securities underlying unexercised options (#)unexercisable	Option exercise price (\$)	Option expiration date	Number of shares of stock that have not vested (#)	Market value of shares of stock that have not vested (\$) ⁽¹⁾
John N. Hatsopoulos	—	—	—	—	—	—
Robert A. Panora ⁽²⁾⁽³⁾	—	500,000	0.65	2/14/2021	553,400	442,720
Bonnie J. Brown ⁽⁴⁾⁽⁵⁾	75,000	25,000	0.30	2/13/2013	50,000	40,000
Bonnie J. Brown ⁽⁶⁾	100,000	100,000	0.50	3/11/2019	—	—
Bonnie J. Brown ⁽⁷⁾	25,000	75,000	0.65	2/18/2015	—	—
Anthony S. Loumidis ⁽⁸⁾⁽⁹⁾	20,000	—	0.30	2/24/2014	30,000	24,000
Anthony S. Loumidis ⁽¹⁰⁾	100,000	—	0.30	9/29/2015	—	—
Anthony S. Loumidis ⁽¹¹⁾	56,250	18,750	0.30	2/13/2013	—	—
Anthony S. Loumidis ⁽¹²⁾	—	150,000	0.65	2/14/2021	—	—

- (1) Market value of shares of stock that have not vested is computed on the last private placement price of the Company's Common Stock on November 30, 2011, which was \$0.80 per share.
- (2) Includes stock option award granted on February 15, 2011, with 25% of the shares vesting on February 15, 2012 and then an additional 25% of the shares vesting on each of the subsequent three anniversaries, subject to Mr. Panora's continued employment and subject to acceleration of vesting upon a change in control.
- (3) Includes 553,400 shares of restricted Common Stock at a purchase price of \$.001 per share granted on December 4, 2006, with 100% of the shares vesting one year after the Company's initial public offering, subject to acceleration of vesting upon a change in control prior to a termination event.
- (4) Includes stock option award granted on February 13, 2008, with 25% of the shares vesting on February 13, 2009 and then an additional 25% of the shares vesting on each of the subsequent three anniversaries, subject to Ms. Brown's continued employment and subject to acceleration of vesting upon a change in control.
- (5) Includes 50,000 shares of restricted Common Stock at a purchase price of \$.001 per share granted on December 13, 2006, with 100% of the shares vesting one year after the Company's initial public offering, subject to acceleration of vesting upon a change in control prior to a termination event.
- (6) Includes stock option award granted on March 11, 2009, with 25% of the shares vesting on March 11, 2010 and then an additional 25% of the shares vesting on each of the subsequent three anniversaries, subject to Ms. Brown's continued employment and subject to acceleration of vesting upon a change in control.
- (7) Includes stock option award granted on February 28, 2010, with 25% of the shares vesting on February 28, 2011 and then an additional 25% of the shares vesting on each of the subsequent three anniversaries, subject to Ms. Brown's continued employment and subject to acceleration of vesting upon a change in control.
- (8) Includes stock option award granted on February 24, 2004, with 25% of the shares vesting on February 24, 2005 and then an additional 25% of the shares vesting on each of the subsequent three anniversaries, subject to Mr. Loumidis continued employment and subject to acceleration of vesting upon a change in control.
- (9) Includes 30,000 shares of restricted Common Stock at a purchase price of \$.001 per share granted on December 13, 2006, with 100% of the shares vesting one year after the Company's initial public offering, subject to acceleration of vesting upon a change in control prior to a termination event.
- (10) Includes stock option award granted on September 29, 2005, with 25% of the shares vesting on September 29, 2006 and then an additional 25% of the shares vesting on each of the subsequent three anniversaries, subject to continued employment of Mr. Loumidis and subject to acceleration of vesting upon a change in control.
- (11) Includes stock option award granted on February 13, 2008, with 25% of the shares vesting on February 13, 2009 and then an additional 25% of the shares vesting on each of the subsequent three anniversaries, subject to continued employment of Mr. Loumidis and subject to acceleration of vesting upon a change in control.
- (12) Includes stock option award granted on February 15, 2011, with 25% of the shares vesting on February 15, 2012 and then an additional 25% of the shares vesting on each of the subsequent three anniversaries, subject to continued employment of Mr. Loumidis and subject to acceleration of vesting upon a change in control.

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Director Compensation

Each director who is not also one of our employees will receive a fee of \$500 per day for service on those days that our Board of Directors and or each of the Audit, Compensation or Nominating and Governance Committees hold meetings, or otherwise conduct business. Non-employee directors also will be eligible to receive stock or options awards under our equity incentive plan. We reimburse all of our non-employee directors for reasonable travel and other expenses incurred in attending Board and committee meetings. Any director who is also one of our employees receives no additional compensation for serving as a director.

Our non-employee directors did not receive any compensation in cash prior to or during 2010 because prior to filing this registration statement the compensation of directors was only in stock awards. The following table sets forth information with respect to the compensation of our directors as of December 31, 2011:

Director Compensation

Name	Fees earned or paid in cash (\$)	Stock awards (\$)	Option awards (\$) (1)	All other compensation (\$)	Total (\$)
Angelina M. Galiteva (2)	500	—	24,682	—	25,182
John N. Hatsopoulos	—	—	—	—	—
George N. Hatsopoulos	—	—	—	—	—
Ahmed F. Ghoniem (3)	—	—	24,682	—	24,682
Charles T. Maxwell (4)	500	—	24,682	—	25,182
Joseph E. Aoun	—	—	—	—	—

- (1) The amounts in the “Stock Option Awards” column reflect the aggregate grant date fair value of the awards computed in accordance with FASB ASC Topic 718. The assumptions used by us with respect to the valuation of stock and option awards are set forth in *Note 10 – Stockholders’ equity* to our financial statements included elsewhere in this registration statement.
- (2) Includes stock option award to purchase 100,000 shares of Common Stock at a purchase price of \$0.65 per share granted on February 15, 2011, with 25% of the shares vesting on February 15, 2012 and then an additional 25% of the shares vesting on each of the subsequent three anniversaries, subject to acceleration of vesting upon a change in control.
- (3) Includes stock option award to purchase 100,000 shares of Common Stock at a purchase price of \$0.65 per share granted on February 15, 2011, with 25% of the shares vesting on February 15, 2012 and then an additional 25% of the shares vesting on each of the subsequent three anniversaries, subject to acceleration of vesting upon a change in control.
- (4) Includes stock option award to purchase 100,000 shares of Common Stock at a purchase price of \$0.65 per share granted on February 15, 2011, with 25% of the shares vesting on February 15, 2012 and then an additional 25% of the shares vesting on each of the subsequent three anniversaries, subject to acceleration of vesting upon a change in control.

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Outstanding Equity Awards at Fiscal Year-End Table

The following table summarizes the outstanding equity awards held by each director as of December 31, 2011:

Name	Option awards				Stock awards	
	Number of securities underlying unexercised options (#)exercisable	Number of securities underlying unexercised options (#)unexercisable	Option exercise price (\$)	Option expiration date	Number of shares of stock that have not vested (#)	Market value of shares of stock that have not vested \$(1)
Angelina M. Galiteva ⁽²⁾⁽³⁾	100,000	—	0.03	10/20/2013	100,000	80,000
Angelina M. Galiteva ⁽⁴⁾	—	100,000	0.65	2/14/2021	—	—
John N. Hatsopoulos	—	—	—	—	—	—
George N. Hatsopoulos	—	—	—	—	—	—
Ahmed F. Ghoniem ⁽⁵⁾⁽⁶⁾	—	100,000	0.65	2/14/2021	100,000	80,000
Charles T. Maxwell ⁽⁷⁾⁽⁸⁾	—	100,000	0.65	2/14/2021	100,000	80,000
Joseph E. Aoun	—	—	—	—	—	—

- (1) Market value of shares of Common Stock that have not vested is computed by the Company's most recent private placement of Common Stock on November 30, 2011, which was \$0.80 per share.
- (2) Includes stock option award granted on October 20, 2003, with 100% of the shares vesting on the date of the option grant.
- (3) Includes 100,000 shares of restricted Common Stock at a purchase price of \$.001 per share granted on December 13, 2006, with 100% of the shares vesting one year after the Company's initial public offering.
- (4) Includes stock option award granted on February 15, 2011, with 25% of the shares vesting on February 15, 2012, and then an additional 25% of the shares vesting on each of the subsequent three anniversaries, provided that Ms. Galiteva serves as a director or consultant to the Company.
- (5) Includes stock option award granted on February 15, 2011, with 25% of the shares vesting on February 15, 2012, and then an additional 25% of the shares vesting on each of the subsequent three anniversaries, provided that Mr. Ghoniem serves as a director or consultant to the Company.
- (6) Includes 100,000 shares of restricted Common Stock at a purchase price of \$.001 per share granted on October 1, 2008, with 100% of the shares vesting 180 days after the Company's initial public offering.
- (7) Includes stock option award granted on February 15, 2011, with 25% of the shares vesting on February 15, 2012, and then an additional 25% of the shares vesting on each of the subsequent three anniversaries, provided that Mr. Maxwell serves as a director or consultant to the Company.
- (8) Includes 100,000 shares of restricted Common Stock at a purchase price of \$.001 per share granted on October 1, 2008, with 100% of the shares vesting 180 days after the Company's initial public offering.

There have been no other stock awards granted to date and none of such options have been exercised.

2011 Stock Option and Incentive Plan

The Company's Stock Plan provides for the grant of stock-based awards to employees, officers and directors of, and consultants or advisors to, the Company and its subsidiaries. The Stock Plan is included as Exhibit 10.4 hereto.

Under the Stock Plan, the Company may grant stock options, restricted stock and other stock-based awards. As of December 31, 2011, a total of 7,355,000 shares of Common Stock may be issued upon the exercise of options or other awards granted under the Stock Plan.

The Stock Plan is administered by the Board of Directors and the Compensation Committee. Subject to the provisions of the Stock Plan, the Board of Directors and the Compensation Committee each has the authority to select the persons, to whom awards are granted and determine the terms of each award, including the number of shares of Common Stock subject to the award. Payment of the exercise price of an award may be made in cash, in a "cashless exercise" through a broker, or if the applicable stock option agreement permits, shares of Common Stock or by any other method approved by the Board of Directors or Compensation Committee. Unless otherwise permitted by the Company, awards are not assignable or transferable except by will or the laws of descent and distribution.

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Upon the consummation of an acquisition of the business of the Company, by merger or otherwise, the Board of Directors shall, as to outstanding awards (on the same basis or on different bases as the Board of Directors shall specify), make appropriate provision for the continuation of such awards by the Company or the assumption of such awards by the surviving or acquiring entity and by substituting on an equitable basis for the shares then subject to such awards either (a) the consideration payable with respect to the outstanding shares of Common Stock in connection with the acquisition, (b) shares of stock of the surviving or acquiring corporation or (c) such other securities or other consideration as the Board of Directors deems appropriate, the fair market value of which (as determined by the Board of Directors in its sole discretion) shall not materially differ from the fair market value of the shares of Common Stock subject to such awards immediately preceding the acquisition. In addition to or in lieu of the foregoing, with respect to outstanding stock options, the Board of Directors may, on the same basis or on different bases as the Board of Directors shall specify, upon written notice to the affected optionees, provide that one or more options then outstanding must be exercised, in whole or in part, within a specified number of days of the date of such notice, at the end of which period such options shall terminate, or provide that one or more options then outstanding, in whole or in part, shall be terminated in exchange for a cash payment equal to the excess of the fair market value (as determined by the Board of Directors in its sole discretion) for the shares subject to such Options over the exercise price thereof. Unless otherwise determined by the Board of Directors (on the same basis or on different bases as the Board of Directors shall specify), any repurchase rights or other rights of the Company that relate to a stock option or other award shall continue to apply to consideration, including cash, that has been substituted, assumed or amended for a stock option or other award pursuant to these provisions. The Company may hold in escrow all or any portion of any such consideration in order to effectuate any continuing restrictions.

The Board of Directors may at any time provide that any stock options shall become immediately exercisable in full or in part, that any restricted stock awards shall be free of some or all restrictions, or that any other stock-based awards may become exercisable in full or in part or free of some or all restrictions or conditions, or otherwise realizable in full or in part, as the case may be.

The Board of Directors or Compensation Committee may, in its sole discretion, amend, modify or terminate any award granted or made under the Stock Plan, so long as such amendment, modification or termination would not materially and adversely affect the participant.

Securities Authorized for Issuance Under Equity Compensation Plans

The following table provides information as of December 31, 2011, regarding Common Stock that may be issued under the Company's equity compensation plans.

Plan category	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in second column)
Equity compensation plans approved by security holders	4,431,000	\$ 0.49	595,732
Equity compensation plans not approved by security holders	—	—	—
Total	4,431,000	\$ 0.49	595,732

In February 2011, our management conducted an assessment of the risks associated with our compensation policies and practices. This process included a review of our compensation programs, a discussion of the types of practices that could be reasonably likely to create material risks, and an analysis of the potential effects on the Company on related risks as a whole.

Although we reviewed all of our compensation programs, we paid particular attention to programs involving incentive-based payouts and programs that involve our executive officers. During the course of our assessment, we consulted with the Compensation Committee of our Board of Directors.

We believe that our compensation programs are designed to create appropriate incentives without encouraging excessive risk taking by our employees. In this regard, our compensation structure contains various features intended to mitigate risk. For example:

- None of our executive officers receives any performance-based compensation or incentive payments.

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- A portion of the compensation package for our sales-based employees consists of commissions for units sold and installed, which package is designed to link an appropriate portion of compensation to long-term performance, while providing a balanced compensation model overall.
- The Compensation Committee oversees our compensation policies and practices and is responsible for reviewing and approving executive compensation, annual incentive compensation plans applicable to sales employees and other compensation plans.

Our Compensation Committee, in its evaluation, determined that it does not believe that the Company employs any compensation plans or practices that create incentives for employees to deliver short-term profits at the expense of generating systematic risks for the Company. Based on this and the assessment described above, we have concluded that the risks associated with our compensation policies and practices are not reasonably likely to have material adverse effect on the Company.

Compensation Committee Interlocks and Insider Participation

None of our executive officers serves as a member of the board of directors or compensation committee, or other committee serving an equivalent function, of any other entity that has one or more of its executive officers serving as a member of our Board of Directors or its Compensation Committee. None of the current members of the Compensation Committee of our Board of Directors has ever been one of our employees.

Employment Contracts and Termination of Employment and Change-in-Control Arrangements

None of our executive officers has an employment contract or change-in-control arrangement, other than stock and option awards that contain certain change-in-control provisions such as accelerated vesting due to acquisition. In the event an acquisition that is not a private transaction occurs while the optionee maintains a business relationship with the Company and the option has not fully vested, the option will become exercisable for 100% of the then number of shares as to which it has not vested and such vesting to occur immediately prior to the closing of the acquisition.

The stock and option awards that would vest for each named executive if a change-in-control were to occur are disclosed under our *Outstanding Equity Awards at Fiscal Year-End Table*. Specifically, as of December 31, 2011, Robert A. Panora, our Chief Operating Officer and President, had 500,000 stock options and 533,400 shares of restricted stock that had not vested, Bonnie J. Brown, our Chief Financial Officer, had 200,000 stock options and 50,000 shares of restricted stock that had not vested and Anthony S. Loumidis, our Vice President and Treasurer, had 168,750 stock options and 30,000 shares of restricted stock that had not vested.

Our stock and option awards contain certain change-in-control provisions. Descriptions of those provisions are set forth below:

Stock Awards Change-in-Control Definition

Change-in-Control shall mean (a) the acquisition in a transaction or series of transactions by any person (such term to include anyone deemed a person under Section 13(d)(3) of the Exchange Act), other than the Company or any of its subsidiaries, or any employee benefit plan or related trust of the Company or any of its subsidiaries, of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of fifty percent (50%) or more of the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors; provided a Change-in-Control shall not occur solely as the result of an initial public offering or (b) the sale or other disposition of all or substantially all of the assets of the Company in one transaction or series of related transactions.

Option Awards Change-in-Control Definition

Accelerated vesting due to acquisition. In the event an acquisition that is not a private transaction occurs while the optionee maintains a business relationship with the Company and this option has not fully vested, this option shall become exercisable for 100% of the then number of shares as to which it has not vested, such vesting to occur immediately prior to the closing of the acquisition.

Definitions. The following definitions shall apply to certain terms used in this Section:

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Acquisition means (i) the sale of the Company by merger in which the stockholders of the Company in their capacity as such no longer own a majority of the outstanding equity securities of the Company (or its successor); or (ii) any sale of all or substantially all of the assets or capital stock of the Company (other than in a spin-off or similar transaction) or (iii) any other acquisition of the business of the Company, as determined by the Board. Business relationship means service to the Company or its successor in the capacity of an employee, officer, director or consultant.

Private transaction means any acquisition where the consideration received or retained by the holders of the then outstanding capital stock of the Company does not consist of (i) cash or cash equivalent consideration, (ii) securities which are registered under the Securities Act, or any successor statute and/or (iii) securities for which the Company or any other issuer thereof has agreed, including pursuant to a demand, to file a registration statement within ninety (90) days of completion of the transaction for resale to the public pursuant to the Securities Act.

Director Independence

The Company's policy is that a majority of our Board of Directors shall be "independent" in accordance with NYSE MKT rules (even though the Company is not currently subject to those requirements) including, in the judgment of the Board of Directors, the requirement that such directors have no material relationship with the Company (either directly or as a partner, stockholder or officer of an organization that has a relationship with the Company). The Board of Directors has adopted the following standards to assist it in determining whether a director has a material relationship with the Company. Under these standards, a director will not be considered to have a material relationship with the Company if he or she is not:

- (a) a director who is, or during the past three years was, employed by the company, other than prior employment as an interim executive officer (provided the interim employment did not last longer than one year);
- (b) a director who accepted or has an immediate family member who accepted any compensation from the company in excess of \$120,000 during any period of twelve consecutive months within the three years preceding the determination of independence, other than the following:
 - (i) compensation for board or board committee service;
 - (ii) compensation paid to an immediate family member who is an employee (other than an executive officer) of the company;
 - (iii) compensation received for former service as an interim executive officer (provided the interim employment did not last longer than one year); or
 - (iv) benefits under a tax-qualified retirement plan, or non-discretionary compensation;
- (c) a director who is an immediate family member of an individual who is, or at any time during the past three years was, employed by the company as an executive officer;
- (d) a director who is, or has an immediate family member who is, a partner in, or a controlling shareholder or an executive officer of, any organization to which the company made, or from which the company received, payments (other than those arising solely from investments in the company's securities or payments under non-discretionary charitable contribution matching programs) that exceed 5% of the organization's consolidated gross revenues for that year, or \$200,000, whichever is more, in any of the most recent three fiscal years;
- (e) a director who is, or has an immediate family member who is, employed as an executive officer of another entity where at any time during the most recent three fiscal years any of the issuer's executive officers serve on the compensation committee of such other entity; or
- (f) a director who is, or has an immediate family member who is, a current partner of the company's outside auditor, or was a partner or employee of the company's outside auditor who worked on the company's audit at any time during any of the past three years.

Ownership of a significant amount of the Company's stock, by itself, does not constitute a material relationship. For relationships not covered by these standards, the determination of whether a material relationship exists shall be made by the other members of the Board of Directors who are independent (as defined above).

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SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth, as of September 30, 2012, certain information with respect to the beneficial ownership of the Company's Common Stock by (1) any person including any "group" as set forth in Section 13(d)(3) of the Exchange Act, known by us to be the beneficial owner of more than 5% of our Common Stock, (2) each director, (3) each of our executive officers and (4) all of our current directors and executive officers as a group. The percentages in the following table are based on 54,934,842 shares of Common Stock issued and outstanding as of September 30, 2012.

Name and address of beneficial owner ⁽¹⁾	Amount and Nature of Beneficial Ownership	Percent of Class
5% Stockholders:		
John N. Hatsopoulos (2)	14,875,350	27.1%
George N. Hatsopoulos (3)	14,206,077	25.7%
RBC Cees Nominees Limited (4)	3,616,418	6.6%
Joseph J. Ritchie (5)	3,586,449	6.5%
Directors and Officers:		
John N. Hatsopoulos (2)	14,875,350	27.1%
George N. Hatsopoulos (3)	14,206,077	25.7%
Robert A. Panora (6)	778,400	1.4%
Bonnie J. Brown (7)	350,000	0.6%
Charles T. Maxwell (8)	325,000	0.6%
Anthony S. Loumidis (9)	292,500	0.5%
Angelina M. Galiteva (10)	225,000	0.4%
Ahmed F. Ghoniem (11)	125,000	0.2%
Joseph E. Aoun	—	—%
All executive officers and directors as a group (9 persons)	31,177,327	56.6%

- (1) The address of the directors and officers listed in the table above is: c/o Tecogen Inc., 45 First Avenue, Waltham, Massachusetts 02451.
- (2) Includes: (a) 8,540,838 shares of Common Stock held by J&P Enterprises LLC for the benefit of: (1) John N. Hatsopoulos and (2) Patricia L. Hatsopoulos. John N. Hatsopoulos is the Executive Member of J&P Enterprises LLC and has voting and investment power; (b) 2,375,077 shares of Common Stock held by John N. Hatsopoulos and his wife, Patricia L. Hatsopoulos, as joint tenants with rights of survivorship, each of whom share voting and investment power; and (c) 3,959,435 shares of Common Stock held by The John N. Hatsopoulos Family Trust 2007 for the benefit of: (1) Patricia L. Hatsopoulos, (2) Alexander J. Hatsopoulos, and (3) Nia Marie Hatsopoulos, for which Dr. George N. Hatsopoulos and Ms. Patricia L. Hatsopoulos are the trustees.
- (3) Includes: (a) 5,968,504 shares of Common Stock, directly held by Dr. George N. Hatsopoulos; (b) 7,934,350 shares of Common Stock; held by Dr. Hatsopoulos and his wife, Daphne Hatsopoulos, as joint tenants, each of whom share voting and investment power; and (c) 303,223 shares of Common Stock issuable upon conversion of \$90,967 principal amount of 6% convertible debentures. This amount does not include 2,272,391 shares held in the 1994 Hatsopoulos Family Trust for the benefit of Dr. and Mrs. Hatsopoulos' adult children, for whom Ms. Daphne Hatsopoulos and Mr. Gordon Erlich are the trustees. Dr. Hatsopoulos disclaims beneficial ownership of the shares held by this trust.
- (4) Includes 3,616,418 shares of Common Stock purchased in August 2010 and November 2011 held by RBC cees Nominees Ltd. The address of RBC cees Nominees Ltd. is 19-21 Broad Street, St. Hellier, Jersey JE1 3PB, Channel Islands.
- (5) Includes 3,586,449 shares of Common Stock, directly held by Mr. Ritchie. The address of Mr. Ritchie is 2100 Enterprise Avenue, Geneva, IL 60134.

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- (6) Includes: (a) 653,400 shares of Common Stock, directly held by Mr. Panora, and (b) options to purchase 125,000 shares of Common Stock exercisable within 60 days of the date of this prospectus.
- (7) Includes: (a) 50,000 shares of Common Stock, and (b) options to purchase 300,000 shares of Common Stock exercisable within 60 days of the date of this prospectus.
- (8) Includes: (a) 300,000 shares of Common Stock, directly held by Mr. Maxwell, and (b) options to purchase 25,000 shares of Common Stock exercisable within 60 days of the date of this prospectus.
- (9) Includes: (a) 60,000 shares of Common Stock, and (b) options to purchase 232,500 shares of Common Stock exercisable within 60 days of the date of this prospectus.
- (10) Includes: (a) 100,000 shares of Common Stock, and (b) options to purchase 125,000 shares of Common Stock exercisable within 60 days of the date of this prospectus.
- (11) Includes: (a) 100,000 shares of Common Stock, and (b) options to purchase 25,000 shares of Common Stock exercisable within 60 days of the date of this prospectus.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

The Company has five affiliated companies: (a) American DG Energy, a publicly traded company that distributes, owns and operates on-site energy systems that produce electricity, hot water, heat and cooling in the United States, (b) EuroSite Power, a publicly registered company that distributes, owns and operates on-site energy systems that produce electricity, hot water, heat and cooling in the United Kingdom and Europe, (c) GlenRose Instruments, a company that provides radiological services, operates a radiochemistry laboratory network and provides radiological characterization and analysis, hazardous, radioactive and mixed waste management, facility, environmental, safety, and industrial hygiene health management, (d) Pharos, a private company that offers investment services in the healthcare sector, and (e) Levitronix a worldwide leader in magnetically levitated bearingless motor technology, specializing in supplying medical blood pumps to the medical community and ultra-pure fluid handling devices for microelectronics, life science and industrial applications.

These companies are affiliates because several of the major stockholders of those companies, have a significant ownership position in the Company. American DG Energy, EuroSite Power, GlenRose Instruments, Pharos or Levitronix do not own any shares of the Company, and the Company does not own any shares of American DG Energy, EuroSite Power, GlenRose Instruments, Pharos or Levitronix. The business of GlenRose Instruments, Pharos and Levitronix is not related to the business of the Company.

American DG Energy, EuroSite Power, GlenRose Instruments, Pharos and Levitronix are affiliated companies by virtue of common ownership. The common stockholders include:

- John N. Hatsopoulos, the Company's Chief Executive Officer who is also: (a) the Chief Executive Officer and a director of American DG Energy and holds 11.5% of the company's common stock; (b) the Chairman of EuroSite Power; (c) a director of Ilios and holds 7.3% of the company's common stock; and (d) the Chairman of GlenRose Instruments and holds 15.7% of the company's common stock.
- Dr. George N. Hatsopoulos, who is John N. Hatsopoulos' brother, and is also: (a) a director of American DG Energy and holds 14% of the company's common stock; (b) an investor in Ilios and holds 3.3% of the company's common stock; (c) an investor of GlenRose Instruments and holds 15.7% of the company's common stock; (d) founder and investor of Pharos and holds 24.4% of the company's common stock; and (e) an investor of Levitronix and holds 21.4% of the company's common stock.

Additionally, the following related persons had or may have a direct or indirect material interest in our transactions with our affiliated companies:

- Barry J. Sanders, who is: (a) the President and Chief Operating Officer of American DG Energy, (b) the Chief Executive Officer and a director of EuroSite Power and (c) the Chairman of Ilios.
- Anthony S. Loumidis, the Company's Vice President and Treasurer who is: (a) the Chief Financial Officer Secretary and Treasurer of American DG Energy, (b) the Chief Financial Officer Secretary and Treasurer of EuroSite Power, (c) the Chief Financial Officer Secretary and Treasurer of GlenRose Instruments and (d) the Treasurer of Ilios.

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American DG Energy has sales representation rights to the Company's products and services in New England. Revenue from sales of cogeneration and chiller systems, parts and service to American DG Energy during the years ended December 31, 2011 and 2010 amounted to \$713,267 and \$1,658,471, respectively and revenue for the nine months ended September 30, 2012 and 2011 amounted to \$1,596,420 and \$334,227, respectively .

On October 20, 2009, American DG Energy, in the ordinary course of its business, signed a Sales Representative Agreement with Ilios to promote, sell and service the Ilios high-efficiency heating products, such as the high efficiency water heater, in the marketing territory of the New England States, including Connecticut, Rhode Island, Massachusetts, New Hampshire, Vermont, and Maine. The marketing territory also includes all of the nations in the European Union. American DG Energy also has non-exclusive rights to distribute the Ilios heat pump in the remaining parts of the United States and the world using the On-Site Utility business model. The initial term of this Agreement is for five years, after which it may be renewed for successive one-year terms upon mutual written agreement.

On September 24, 2001, the Company entered into subscription agreements with investors for the sale of convertible debentures. The primary investors were George N. Hatsopoulos, who subscribed for \$200,000 of the debentures, and the John N. Hatsopoulos 1989 Family Trust for the benefit of Mr. Hatsopoulos' adult children, who subscribed for a total amount of \$100,000 of the debentures. The debentures accrue interest at a rate of 6% per annum and are due on September 24, 2007. The debentures are convertible, at the option of George N. Hatsopoulos, and the John N. Hatsopoulos 1989 Family Trust for the benefit of Mr. Hatsopoulos' adult children, into shares of Common Stock at a conversion price of \$0.30 per share.

On September 24, 2007, George N. Hatsopoulos, and the John N. Hatsopoulos 1989 Family Trust for the benefit of Mr. Hatsopoulos' adult children agreed to extend the debenture term to September 24, 2011. On May 11, 2009, George N. Hatsopoulos converted a portion of the principal in the amount of \$109,033 of the debentures and accrued interest in the amount of \$90,967 into 400,000 shares of Common Stock in the Company's newly formed subsidiary, Ilios, at \$0.50 per share. Also, on May 11, 2009, John N. Hatsopoulos converted principal amount of \$427,432 in demand notes payable and accrued interest in the amount of \$72,567 into 1,000,000 shares of Ilios Common Stock at \$0.50 per share. The difference between the Company's purchase price of the Ilios shares and the amount of debt forgiveness was recorded as additional paid-in capital.

On September 30, 2009, Joseph J. Ritchie elected to convert \$30,000 of the outstanding principal amount of the debenture, plus accrued interest of \$14,433, into 148,111 shares of Common Stock at a conversion price of \$0.30 per share. On September 24, 2011, George N. Hatsopoulos, and the John N. Hatsopoulos 1989 Family Trust for the benefit of Mr. Hatsopoulos' adult children, agreed to extend their term to September 24, 2013 and requested that accrued interest in the amount of \$72,959 be converted into the Company's Common Stock at \$0.50 per share (which was the average price of the Company's stock from September 24, 2001 to September 24, 2011).

On September 10, 2008 the Company entered into a demand note agreement with John N. Hatsopoulos, in the principal amount of \$250,000 at an annual interest rate of 5%. On September 7, 2011 the Company entered into an additional demand note agreement with John N. Hatsopoulos, in the principal amount of \$750,000 at an annual interest rate of 6%. Unpaid principal and interest on the demand notes is due upon demand.

Additional disclosure on the Company's debt is set forth in *Note 7 – Demand notes payable and convertible debentures – related party* to our financial statements included in our registration statement.

John N. Hatsopoulos' salary is \$1.00 per year. On average, Mr. Hatsopoulos spends approximately 20% of his business time on the affairs of the Company; however such amount varies widely depending on the needs of the business and is expected to increase as the business of the Company develops.

On January 1, 2006, the Company signed a Facilities and Support Services Agreement with American DG Energy for a period of one year, renewable annually by mutual agreement. That agreement was amended on July 1, 2012. Under this agreement, the Company provides American DG Energy with certain office and business support services and also provides pricing based on a volume discount depending on the level of American DG Energy purchases of cogeneration and chiller products. For certain sites, American DG Energy hires the Company to service its chiller and cogeneration products. The Company also provides office space and certain utilities to American DG Energy based on a monthly rate set in the beginning of each year. The monthly rate from January 1, 2012, through December 31, 2012 is \$5,053. Also, under this agreement, American DG Energy has sales representation rights to the Company's products and services in New England. This agreement is included as Exhibit No. 10.6 hereto, portions of which are omitted and filed separately on a confidential basis.

The Company subleases portions of its corporate offices and manufacturing facility to sub-tenants under annual sublease agreements. For the years ended December 31, 2011 and 2010, the Company received \$28,908 and \$27,080 from

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American DG Energy, respectively, and \$156,688 and \$169,386, from Levitronix LLC and Alexandros Partners LLC. In addition, for the years ended December 31, 2011 and 2010, the Company received \$95,513 and \$39,232 from American DG Energy, respectively, and \$129,187 and \$102,818, from Levitronix LLC and Alexandros Partners LLC, to offset common operating expenses incurred in the administration and maintenance of its corporate office and warehouse facility.

Alexandros Partners LLC is a financial advisory firm providing consulting services to early stage entrepreneurial ventures. John N. Hatsopoulos, the Company's CEO, was a Managing Partner of Alexandros Partners LLC from September 2000 until his resignation on December 31, 2011. Also, Anthony S. Loumidis, the Company's Vice President and Treasurer, was the President of Alexandros Partners LLC from September 2000 until his resignation on December 31, 2011. As of December 31, 2011, John N. Hatsopoulos and Anthony S. Loumidis do not hold any position nor are they owners of Alexandros Partners LLC.

Revenue from sales of cogeneration and chiller systems, parts and service to American DG Energy during the years ended December 31, 2011 and 2010 amounted to \$713,267 and \$1,658,471, respectively, and revenue for the period ending September 30, 2012 amounted to \$1,596,420. In addition, Tecogen pays certain operating expenses, including benefits and insurance, on behalf of American DG Energy. Tecogen was reimbursed for these costs. As of December 31, 2011 and 2010, the total amount due from American DG Energy was \$299,739 and \$98,230, respectively, and as of September 30, 2012 amounted to \$441,464.

EuroSite Power purchases the majority of its energy equipment from American DG Energy, its parent. American DG Energy owns 82.8% of the Common Stock of EuroSite Power. American DG Energy purchases the majority of its energy systems from the Company.

For additional disclosure related to our related parties and related party transactions see *Note 7 - Related party transactions* to our financial statements included in our registration statement.

Policies and Procedures for Related Person Transactions

Our Board of Directors will adopt a written related person transaction policy to set forth the policies and procedures for the review and approval or ratification of related person transactions. This policy will cover any transaction, arrangement or relationship, or any series of similar transactions, arrangements or relationships in which we were or are to be a participant, the amount involved exceeds \$120,000, and a related person had or will have a direct or indirect material interest, including, without limitation, purchases of goods or services by or from the related person or entities in which the related person has a material interest, indebtedness, guarantees of indebtedness, and employment by us of a related person.

Any related person transaction proposed to be entered into by us will be required to be reported to our Chief Financial Officer and will be reviewed and approved by the Audit Committee in accordance with the terms of the policy, prior to effectiveness or consummation of the transaction, whenever practicable. If our Chief Financial Officer determines that advance approval of a related person transaction is not practicable under the circumstances, the Audit Committee will review and, in its discretion, may ratify the related person transaction at the next meeting of the audit committee, or at the next meeting following the date that the related person transaction comes to the attention of our Chief Financial Officer. Our Chief Financial Officer, however, may present a related person transaction arising in the time period between meetings of the Audit Committee to the chair of the Audit Committee, who will review and may approve the related person transaction, subject to ratification by the Audit Committee at the next meeting of the Audit Committee.

In addition, any related person transaction previously approved by the Audit Committee or otherwise already existing that is ongoing in nature will be reviewed by the Audit Committee annually to ensure that such related person transaction has been conducted in accordance with the previous approval granted by the Audit Committee, if any, and that all required disclosures regarding the related person transaction are made.

Transactions involving compensation of executive officers will be reviewed and approved by the Compensation Committee in the manner specified in the charter of the Compensation Committee.

A related person transaction reviewed under this policy will be considered approved or ratified if it is authorized by the Audit Committee in accordance with the standards set forth in our related person transaction policy after full disclosure of the related person's interests in the transaction. As appropriate for the circumstances, the Audit Committee will review and consider:

- the related person's interest in the related person transaction;

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- the approximate dollar value of the amount involved in the related person transaction;
- the approximate dollar value of the amount of the related person's interest in the transaction without regard to the amount of any profit or loss;
- whether the transaction was undertaken in the ordinary course of business;
- whether the transaction with the related person is proposed to be, or was, entered into on terms no less favorable to us than terms that could have been reached with an unrelated third party;
- the purpose of, and the potential benefits to us of, the transaction;
- and
- any other information regarding the related person transaction or the related person in the context of the proposed transaction that would be material to stockholders in light of the circumstances of the particular transaction.

The Audit Committee will review all relevant information available to it about the related person transaction. The audit committee may approve or ratify the related person transaction only if the audit committee determines that, under all of the circumstances, the transaction is in, or is not inconsistent with, our best interests. The audit committee may, in its sole discretion, impose conditions as it deems appropriate on us or the related person in connection with approval of the related person transaction.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act with respect to the shares of Common Stock being offered by this prospectus. This prospectus does not contain all of the information included in the registration statement. For further information pertaining to us and our Common Stock, you should refer to the registration statement and to its exhibits. Whenever we make reference in this prospectus to any of our contracts, agreements or other documents, the references are not necessarily complete, and you should refer to the exhibits attached to the registration statement for copies of the actual contract, agreement or other document.

We are subject to the reporting and information requirements of the Exchange Act and, as a result, we will intend to file periodic and current reports, proxy statements and other information with the SEC. You may read and copy any reports, statements, or other information we file at the SEC's Public Reference Room at 100 F. Street, N.E., Washington D.C. 20549, on official business days during the hours of 10:00 am to 3:00 pm. You can request copies of these documents, upon payment of a duplicating fee by writing to the SEC. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the Public Reference Room. Our SEC filings are also available to the public on the SEC's Internet site at <http://www.sec.gov>.

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FINANCIAL STATEMENTS

The Financial Statements included below are stated in U.S. dollars and are prepared in accordance with U.S. Generally Accepted Accounting Principles. The following table summarizes the relevant financial data for our business and should be read with our financial statements, which are included in this registration statement.

Unaudited Interim Financial Statements

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All other schedules for which provision is made in the applicable accounting regulations of the SEC are not required under the related instructions, or are inapplicable, and therefore have been omitted.

Unaudited Interim Financial Statements

TECOGEN INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
As of September 30, 2012 and December 31, 2011
(unaudited)

	September 30, 2012 (unaudited)	December 31, 2011
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 684,896	\$ 3,018,566
Restricted short-term investments	181,580	683,428
Accounts receivable, net	1,937,667	1,399,232
Inventory, net	4,047,062	2,568,986
Due from related party	441,464	299,739
Prepaid and other current assets	445,467	112,716
Total current assets	7,738,136	8,082,667
Property, plant and equipment, net	432,215	385,779
Intangible assets, net	309,986	241,621
Other assets	35,425	35,425
TOTAL ASSETS	\$ 8,515,762	\$ 8,745,492
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Demand notes payable, related party	\$ 1,037,500	\$ 1,037,500
Current portion of convertible debentures, related party	90,967	—
Accounts payable	905,640	812,214
Accrued expenses	604,091	727,463
Deferred revenue	873,475	509,283
Interest payable, related party	108,368	61,062
Total current liabilities	3,620,041	3,147,522
Long-term liabilities:		
Deferred revenue, net of current portion	149,418	183,839
Convertible debentures, related party	—	190,967
Total liabilities	3,769,459	3,522,328
Commitments and contingencies (Note 5)	—	—
Stockholders' equity:		
Tecogen Inc. stockholders' equity:		
Common stock, \$0.001 par value; 100,000,000 shares authorized; 54,934,842 and 53,993,882 issued and outstanding at September 30, 2012 and December 31, 2011, respectively	54,935	53,994
Additional paid-in capital	16,575,435	15,486,775
Receivable from shareholder	(345,000)	(345,000)
Accumulated deficit	(11,632,657)	(10,122,766)
Total Tecogen Inc. stockholders' equity	4,652,713	5,073,003
Noncontrolling interest	93,590	150,161
Total stockholders' equity	4,746,303	5,223,164
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 8,515,762	\$ 8,745,492

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

TECOGEN INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
For the Nine Months Ended September 30, 2012 and 2011
(unaudited)

	Nine Months Ended	
	September 30, 2012	September 30, 2011
	(unaudited)	(unaudited)
Revenues		
Products	\$ 4,191,439	\$ 3,721,388
Services	5,498,545	4,992,840
	<u>9,689,984</u>	<u>8,714,228</u>
Cost of sales		
Products	2,803,296	2,349,945
Services	2,900,211	2,468,373
	<u>5,703,507</u>	<u>4,818,318</u>
Gross profit	<u>3,986,477</u>	<u>3,895,910</u>
Operating expenses		
General and administrative	4,851,398	4,495,533
Selling	915,842	381,617
	<u>5,767,240</u>	<u>4,877,150</u>
Loss from operations	<u>(1,780,763)</u>	<u>(981,240)</u>
Other income (expense)		
Interest and other income	38,380	25,262
Interest expense	(53,406)	(22,492)
	<u>(15,026)</u>	<u>2,770</u>
Loss before income taxes	<u>(1,795,789)</u>	<u>(978,470)</u>
Provision for income taxes	—	—
Consolidated net loss	<u>(1,795,789)</u>	<u>(978,470)</u>
Less: Loss attributable to the noncontrolling interest	285,898	192,359
Net loss attributable to Tecogen Inc.	<u>(1,509,891)</u>	<u>(786,111)</u>
Net loss per share - basic and diluted	<u>\$ (0.03)</u>	<u>\$ (0.02)</u>
Weighted average shares outstanding - basic and diluted	<u>52,395,435</u>	<u>47,721,641</u>

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

TECOGEN INC.
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
For the Nine Months Ended September 30, 2012
(unaudited)

Tecogen Inc.

	Common Stock 0.001 Par Value	Additional Paid-In Capital	Shareholder Receivable	Accumulated Deficit	Noncontrolling Interest	Total
Balance at December 31, 2011	\$ 53,994	\$ 15,486,775	\$ (345,000)	\$ (10,122,766)	\$ 150,161	\$ 5,223,164
Sale of subsidiary common stock		289,605			210,395	500,000
Sale of common stock	600	479,400	—	—	—	480,000
Conversion of notes payable to common stock	333	99,667	—	—	—	100,000
Conversion of accrued interest on related party convertible notes to common stock	8	6,092	—	—	—	6,100
Stock based compensation expense	—	213,896	—	—	18,932	232,828
Net loss	—	—	—	(1,509,891)	(285,898)	(1,795,789)
Balance at September 30, 2012	\$ 54,935	\$ 16,575,435	\$ (345,000)	\$ (11,632,657)	\$ 93,590	\$ 4,746,303

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

TECOGEN INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
For the Nine Months Ended September 30, 2012 and 2011
(unaudited)

	Nine Months Ended	
	September 30, 2012	September 30, 2011
	(unaudited)	(unaudited)
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	\$ (1,795,789)	\$ (978,470)
<i>Adjustments to reconcile net loss to net cash used in operating activities:</i>		
Depreciation and amortization	150,751	115,487
Provision for losses on accounts receivable	—	6,658
Provision for inventory reserve	5,800	—
Stock-based compensation	232,828	326,036
Non-cash interest expense	6,100	—
<i>Changes in operating assets and liabilities</i>		
(Increase) decrease in:		
Restricted short-term investments	(4,497)	—
Accounts receivable	(538,435)	(56,119)
Inventory	(1,483,876)	(834,302)
Due from related party	(141,725)	57,248
Prepaid and other current assets	(332,751)	3,587
Increase (decrease) in:		
Accounts payable	93,426	(79,377)
Accrued expenses	(123,372)	(74,629)
Deferred revenue	329,771	(1,811)
Interest payable, related party	47,306	(50,467)
Net cash used in operating activities	<u>(3,554,463)</u>	<u>(1,566,159)</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property and equipment	(172,587)	(55,966)
Purchases of intangible assets	(92,965)	(1,881)
Purchases of short-term investments	—	(501,577)
Sale of short-term investments	506,345	85,000
Net cash provided by (used in) provided by investing activities	<u>240,793</u>	<u>(474,424)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from issuance of demand notes payable	—	750,000
Proceeds from sale of common stock, net of costs	—	673,244
Proceeds from issuance of restricted stock	480,000	453
Proceeds from sale of subsidiary common stock	500,000	—
Net cash provided by financing activities	<u>980,000</u>	<u>1,423,697</u>
Net decrease in cash and cash equivalents	(2,333,670)	(616,886)
Cash and cash equivalents, beginning of the period	3,018,566	1,828,173
Cash and cash equivalents, end of the period	<u>\$ 684,896</u>	<u>\$ 1,211,287</u>

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

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Notes to Interim Unaudited Condensed Consolidated Financial Statements for the nine months ended September 30, 2012

Note 1 – Description of business and summary of significant accounting policies:

Description of business

Tecogen Inc. (the “Company”) (a Delaware Corporation) was organized on November 15, 2000, and acquired the assets and liabilities of the Tecogen Products division of Thermo Power Corporation. The Company produces commercial and industrial, natural-gas-fueled engine-driven, combined heat and power (CHP) products that reduce energy costs, decrease greenhouse gas emissions and alleviate congestion on the national power grid. The Company’s products supply electric power or mechanical power for cooling, while heat from the engine is recovered and purposefully used at a facility. The majority of the Company’s customers are located in regions with the highest utility rates, typically California, the Midwest and the Northeast.

Basis of Presentation

The unaudited condensed consolidated financial statements, or the Unaudited Financial Statements, presented herein have been prepared by the Company, without audit, and, in the opinion of management, reflect all adjustments (consisting of normal recurring adjustments) necessary for a fair statement of the interim periods presented. The accompanying unaudited interim condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America, or GAAP, for interim financial information and pursuant to the rules and regulations of the Securities and Exchange Commission, or the SEC, for reporting in this registration statement on Form S-1, or registration statement. Accordingly, certain information and footnote disclosures required for complete financial statements are not included herein. It is suggested that the Unaudited Financial Statements be read in conjunction with the consolidated financial statements and notes included elsewhere in this registration statement. The Company’s operating results for the nine month period ended September 30, 2012 may not be indicative of the results expected for any succeeding interim periods or for the entire year ending December 31, 2012.

The Company follows the presentation requirements for noncontrolling interests required by ASC 810 Consolidation. Under ASC 810, earnings or losses attributed to the noncontrolling interests are reported as part of the consolidated earnings and not a separate component of income or expense. Noncontrolling interests in the net assets and operations of Ilios Inc., or Ilios, are reflected in the caption “Noncontrolling interest” in the accompanying consolidated financial statements. All intercompany transactions have been eliminated.

On May 4, 2009 the Company invested \$8,400 in exchange for 8,400,000 shares of a newly established corporation Ilios. The investment gave the Company a controlling financial interest in Ilios whose business focus will be on advanced heating systems for commercial and industrial applications. On May 11, 2009 the Company sold 1,400,000 shares in Ilios at \$0.50 per share to two of its existing stockholders in exchange for demand notes payable, convertible debentures and accrued interest (see “Note 7 – Related party”). On July 24, 2009 Ilios raised approximately \$1,400,000 in a private placement with accredited investors. During the year ended December 31, 2011, the Company purchased an additional 1,500,000 shares of Ilios common stock at \$0.50 per share. On January 19, 2012, an accredited investor purchased 1,000,000 shares of Ilios common stock at \$0.50 per share. As of September 30, 2012 the Company owns a 62.45% interest in Ilios and has consolidated Ilios into its financial statements.

The accompanying consolidated financial statements include the accounts of the Company and its 62.45% owned subsidiary Ilios, whose business focus will be on advanced heating systems for commercial and industrial applications.

The Company’s operations are comprised of one business segment. Our business is to manufacture and support highly efficient CHP products based on engines fueled by natural gas.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

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Revenue Recognition

Revenue is recognized when persuasive evidence of an arrangement exists, delivery has occurred or services have been rendered, the price is fixed or determinable and collectability is reasonably assured. Generally, sales of cogeneration and chiller units and parts are recognized when shipped and services are recognized over the term of the service period. Payments received in advance of services being performed are recorded as deferred revenue.

Infrequently, the Company recognizes revenue in certain circumstances before delivery has occurred (commonly referred to as bill and hold transactions). In such circumstances, among other things, risk of ownership has passed to the buyer, the buyer has made a written fixed commitment to purchase the finished goods, the buyer has requested the finished goods be held for future delivery as scheduled and designated by them, and no additional performance obligations exist by the Company. For these transactions, the finished goods are segregated from inventory and normal billing and credit terms are granted. For the periods ended September 30, 2012 and 2011, respectively, there were no bill and hold transactions.

For those arrangements that include multiple deliverables, the Company first determines whether each service or deliverable meets the separation criteria of FASB ASC 605-25, Revenue Recognition—Multiple-Element Arrangements. In general, a deliverable (or a group of deliverables) meets the separation criteria if the deliverable has stand-alone value to the customer and if the arrangement includes a general right of return related to the delivered item and delivery or performance of the undelivered item(s) is considered probable and substantially in control of the Company. Each deliverable that meets the separation criteria is considered a separate “unit of accounting”. The Company allocates the total arrangement consideration to each unit of accounting using the relative fair value method. The amount of arrangement consideration that is allocated to a delivered unit of accounting is limited to the amount that is not contingent upon the delivery of another unit of accounting.

When vendor-specific objective evidence or third-party evidence is not available, adopting the relative fair value method of allocation permits the Company to recognize revenue on specific elements as completed based on the estimated selling price. The Company generally uses internal pricing lists that determine sales prices to external customers in determining its best estimate of the selling price of the various deliverables in multiple-element arrangements. Changes in judgments made in estimating the selling price of the various deliverables could significantly affect the timing or amount of revenue recognition. The Company enters into sales arrangements with customers to sell its cogeneration and chiller units and related service contracts. Based on the fact that the Company sells each deliverable to other customers on a stand-alone basis, the Company has determined that each deliverable has a stand-alone value. Additionally, there are no rights of return relative to the delivered items; therefore, each deliverable is considered a separate unit of accounting.

After the arrangement consideration has been allocated to each unit of accounting, the Company applies the appropriate revenue recognition method for each unit of accounting based on the nature of the arrangement and the services included in each unit of accounting. Cogeneration and chiller units are recognized when shipped and services are recognized over the term of the applicable agreement or as provided when on a time and materials basis.

Presentation of Sales Taxes

The Company reports revenues net of any revenue-based taxes assessed by governmental authorities that are imposed on and concurrent with specific revenue-producing transactions.

Shipping and Handling Costs

The Company classifies freight billed to customers as sales revenue and the related freight costs as cost of sales.

Advertising Costs

The Company expenses the costs of advertising as incurred. For the nine months ended September 30, 2012 and 2011, advertising expense was approximately \$133,000 and \$49,000, respectively.

Cash and Cash Equivalents

The Company considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. The Company has cash balances in certain financial institutions in amounts which occasionally exceed current federal deposit insurance limits. The financial stability of these institutions is continually reviewed by senior management. The Company believes it is not exposed to any significant credit risk on cash and cash equivalents.

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Concentration of Credit Risk

Financial instruments, which potentially subject the Company to concentrations of credit risk, consist of highly liquid cash equivalents and trade receivables. The Company's cash equivalents are placed with certain financial institutions and issuers. As of September 30, 2012, the Company had a balance of \$216,622 in cash and cash equivalents and short term investments that exceeded the Federal Deposit Insurance Corporation limit of \$250,000.

Short-Term Investments

Short-term investments consist of certificates of deposit with maturities of greater than three months but less than one year. Certificates of deposits are recorded at fair value.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. An allowance for doubtful accounts is provided for those accounts receivable considered to be uncollectible based upon historical experience and management's evaluation of outstanding accounts receivable at the end of the period. Bad debts are written off against the allowance when identified. Allowance for doubtful accounts was \$96,800 as of September 30, 2012 and December 31, 2011.

Inventory

Raw materials, work in process, and finished goods inventories are stated at the lower of cost, as determined by the average cost method, or net realizable value. The Company periodically reviews inventory quantities on hand for excess and/or obsolete inventory based primarily on historical usage, as well as based on estimated forecast of product demand. Any reserves that result from this review are charged to cost of sales. As of September 30, 2012 and December 31, 2011, there was a reserve against inventory in the amount of \$364,600 and \$358,800, respectively.

Property, Plant and Equipment and Depreciation and Amortization

Property, plant and equipment are recorded at cost. Depreciation is provided using the straight-line method over the estimated useful lives of the asset, which range from three to seven years. Leasehold improvements are amortized using the straight-line method over the lesser of the estimated useful lives of the assets or the term of the related leases. Expenditures for maintenance and repairs are expensed currently, while renewals and betterments that materially extend the life of an asset are capitalized.

Intangible Assets

Intangible assets subject to amortization include costs incurred by the Company to acquire product certifications and certain patent costs. These costs are amortized on a straight-line basis over the estimated economic life of the intangible asset, which range from seven to ten years. The Company reviews intangible assets for impairment when the circumstances warrant.

Research and Development Costs/Grants

Internal research and development expenditures are expensed as incurred. Proceeds from certain grants and contracts with governmental agencies and their contractors to conduct research and development for new CHP technologies or to improve or enhance existing technology is recorded as an offset to the related research and development expenses. These grants and contracts are paid on a cost reimbursement basis provided in the agreed upon budget, with 10% retainage held to the end of the contract period. For the nine months ended September 30, 2012 and 2011, amounts received were approximately \$101,400 and \$184,200, respectively, which offset the Company's total research and development expenditures for each of the respective periods. As of September 30, 2012 and December 31, 2011, the retainage receivable was \$124,350 and \$90,735, respectively.

Stock-Based Compensation

Stock based compensation cost is measured at the grant date based on the estimated fair value of the award and is recognized as an expense in the consolidated statements of operations over the requisite service period. The fair value of stock options granted is estimated using the Black-Scholes option pricing valuation model. The Company recognizes compensation on a straight-line basis for each separately vesting portion of the option award. Use of a valuation model requires management to make certain assumptions with respect to selected model inputs. The determination of the fair value of share-based payment awards is affected by the Company's stock price. Since the Company is not publicly traded, the Company considered the sales

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price of the Common Stock in private placements to unrelated third parties as a measure of the fair value of its Common Stock. The average expected life is estimated using the simplified method for “plain vanilla” options. The simplified method determines the expected life in years based on the vesting period and contractual terms as set forth when the award is made. The Company uses the simplified method for awards of stock-based compensation since it does not have the necessary historical exercise and forfeiture data to determine an expected life for stock options. The risk-free interest rate is based on U.S. Treasury zero-coupon issues with a remaining term which approximates the expected life assumed at the date of grant. When options are exercised the Company normally issues new shares (see “Note 4 – Stock-based compensation”).

Loss per Common Share

The Company computes basic loss per share by dividing net loss for the period by the weighted-average number of shares of Common Stock outstanding during the period. The Company computes its diluted earnings per common share using the treasury stock method. For purposes of calculating diluted earnings per share, the Company considers its shares issuable in connection with the convertible debentures, stock options and warrants to be dilutive Common Stock equivalents when the exercise/conversion price is less than the average market price of our Common Stock for the period.

Other Comprehensive Net Loss

The comprehensive net loss for the nine months ended September 30, 2012 and 2011 does not differ from the reported loss.

Segment Information

The Company reports segment data based on the management approach. The management approach designates the internal reporting that is used by management for making operating and investment decisions and evaluating performance as the source of the Company's reportable segments. The Company uses one measurement of profitability and does not disaggregate its business for internal reporting. The Company has determined that it operates in one business segment which manufactures and supports highly efficient CHP products based on engines fueled by natural gas.

The following table summarizes net revenue by product line and services for the nine months ended September 30, 2012 and 2011:

	2012	2011
Products:		
Cogeneration	\$ 2,687,769	\$ 1,889,436
Chiller	1,503,670	1,831,952
Total Product Revenue	4,191,439	3,721,388
Services	5,498,545	4,992,840
	<u>\$ 9,689,984</u>	<u>\$ 8,714,228</u>

Income Taxes

The Company uses the asset and liability method of accounting for income taxes. The current or deferred tax consequences of transactions are measured by applying the provisions of enacted tax laws to determine the amount of taxes payable currently or in future years. Deferred tax assets and liabilities are determined based on the difference between the financial statement and tax bases of assets and liabilities and expected future tax consequences of events that have been included in the financial statements or tax returns using enacted tax rates in effect for the years in which the differences are expected to reverse. Under this method, a valuation allowance is used to offset deferred taxes if, based upon the available evidence, it is more likely than not that some or all of the deferred tax assets may not be realized. Management evaluates the recoverability of deferred taxes and the adequacy of the valuation allowance annually.

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The Company has adopted the provisions of the accounting standards relative to accounting for uncertainties in tax positions. These provisions provide guidance on the recognition, de-recognition and measurement of potential tax benefits associated with tax positions. The Company elected to recognize interest and penalties related to income tax matters as a component of income tax expense in the statements of operations. There was no impact on the financial statements as a result of this guidance.

Note 2 – Loss per common share:

Basic and diluted earnings per share for the nine months ended September 30, 2012 and 2011, respectively, were as follows:

	2012	2011
Loss available to stockholders	\$ (1,509,891)	\$ (786,111)
Weighted average shares outstanding - Basic and diluted	52,395,435	47,721,641
Basic and diluted loss per share	\$ (0.03)	\$ (0.02)
Anti-dilutive shares underlying stock options outstanding	4,431,000	4,401,000
Anti-dilutive convertible debentures	303,223	636,557

Note 3 – Demand notes payable and convertible debentures – related party:

Demand notes payable to related parties consist of various demand notes outstanding to stockholders totaling \$1,037,500 at September 30, 2012 and December 31, 2011. The primary lenders are John N. Hatsopoulos, the Company's Chief Executive Officer, who holds \$1,000,000 of the demand notes as of September 30, 2012 and 2011. The demand notes accrue interest annually at rates ranging from 5% to 6%. Unpaid principal and interest on the demand notes is due upon demand by the lender.

On September 24, 2001, the Company entered into subscription agreements with three investors for the sale of convertible debentures in the aggregate principal amount of \$330,000. The primary investors were George N. Hatsopoulos, a member of the board of directors, who subscribed for \$200,000 of the debentures and John N. Hatsopoulos, the Company's Chief Executive Officer, who subscribed for \$100,000 of the debentures. The debentures accrue interest at a rate of 6% per annum and were originally due six years from issuance date. The debentures are convertible, at the option of the holder, into a number of shares of Common Stock as determined by dividing the original principal amount plus accrued and unpaid interest by a conversion price of \$0.30.

On September 24, 2007, the holders of the debentures agreed to extend their term to September 24, 2011. On May 11, 2009, George N. Hatsopoulos converted a portion of the principal in the amount of \$109,033 of the debentures and accrued interest in the amount of \$90,967 into 400,000 shares of Common Stock in the Company's newly formed subsidiary, Ilios, at \$0.50 per share. Also, on May 11, 2009, John N. Hatsopoulos converted principal amount of \$427,432 in demand notes payable and accrued interest in the amount of \$72,567 into 1,000,000 shares of Ilios Common Stock at \$0.50 per share. The difference between the Company's purchase price of the Ilios shares and the amount of debt forgiveness was recorded as additional paid-in capital.

On May 11, 2009 the Company sold 1,400,000 shares in Ilios at \$0.50 per share to George Hatsopoulos and John Hatsopoulos in exchange for the extinguishment of \$427,432 in demand notes payable, \$109,033 in convertible debentures and \$163,535 in accrued interest. The difference between the Company's purchase price of the Ilios shares and the amount of debt forgiveness was recorded as additional paid-in capital.

On September 30, 2009, a holder of the Company's convertible debentures elected to convert \$30,000 of the outstanding principal amount of the debenture, plus accrued interest of \$14,433, into 148,111 shares of Common Stock at a conversion price of \$0.30 per share. On September 24, 2011, the remaining holders of the debentures agreed to extend their term to September 24, 2013, and requested that accrued interest in the amount of \$72,959 be converted into the Company's Common Stock at \$0.50 per share (which was the average price of the Company's Common Stock from September 24, 2001 to September 24, 2011).

On September 30, 2012, certain holders of the debentures converted the principal amount of \$100,000 and accrued interest in the amount of \$6,100 into 340,960 shares of the Company's Common Stock. At September 30, 2012 and December 31, 2011, there were 303,223 and 636,557 shares of Common Stock issuable upon conversion of the Company's

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outstanding convertible debentures, respectively. At September 30, 2012 and December 31, 2011, the principal amount of the Company's convertible debentures was \$90,967 and \$190,967, respectively.

On June 3, 2010, the Company issued a promissory note to an investor in the amount of \$345,000. The note was due in full on June 3, 2012, and bears interest at the Bank Prime Rate plus three percent. Accrued interest is paid on a quarterly basis. The note is secured by 1,150,000 shares of the Company's Common Stock. On June 3, 2012, the Company amended the maturity date on that note to October 15, 2012. As of December 12, 2012 this investor paid \$105,000 and sold 400,000 shares of Company stock to the Company at \$0.60 per share which paid off the principal balance of the note. The Company retired the 400,000 shares.

Note 4 – Stock-based compensation:

In 2006, the Company adopted the 2006 Stock Option and Incentive Plan, or Plan, under which the board of directors may grant incentive or non-qualified stock options and stock grants to key employees, directors, advisors and consultants of the Company. On October 1, 2008, the board unanimously amended the Plan, to increase the reserved shares of Common Stock issuable under the Plan from 4,000,000 to 5,000,000, or the Amended Plan. On February 18, 2010, the board amended the Amended Plan, to increase the reserved shares of Common Stock issuable from 5,000,000 to 7,000,000, and on November 10, 2011, the board further amended the Amended Plan by increasing the reserved shares of Common Stock issuable from 7,000,000 to 7,355,000.

Stock options vest based upon the terms within the individual option grants, with an acceleration of the unvested portion of such options upon a change in control event, as defined in the Amended Plan. The options are not transferable except by will or domestic relations order. The option price per share under the Amended Plan cannot be less than the fair market value of the underlying shares on the date of the grant. The number of shares remaining available for future issuance under the Amended Plan as of September 30, 2012 was 595,732.

Stock option activity for the nine months ended September 30, 2012 was as follows :

Common Stock Options	Number of Options	Exercise Price Per Share	Weighted Average Exercise Price	Weighted Average Remaining Life	Aggregate Intrinsic Value
Outstanding, December 31, 2011	4,381,000	0.03-\$0.70	\$ 0.48	5.53 years	\$ 1,387,150
Granted	50,000	—	0.80		
Exercised	—	—	—		
Canceled and forfeited	—	—	—		
Expired	—	—	—		
Outstanding, September 30, 2012	4,431,000	0.03-\$0.70	\$ 0.49	4.83 years	\$ 1,387,150
Exercisable, September 30, 2012	2,680,250		\$ 0.38		\$ 1,123,288
Vested and expected to vest, September 30, 2012	4,431,000		\$ 0.49		\$ 1,387,150

Restricted stock activity for the nine months ended September 30, 2012 was as follows:

	Number of Restricted Stock	Weighted Average Grant Date Fair Value
Unvested, December 31, 2011	1,933,268	\$ 0.36
Granted	—	—
Vested	—	—
Forfeited	—	—
Unvested, September 30, 2012	1,933,268	\$ 0.36

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Stock Based Compensation - Ilios

In 2009, Ilios adopted the 2009 Stock Incentive Plan, or the Ilios Plan, under which the board of directors may grant incentive or non-qualified stock options and stock grants to key employees, directors, advisors and consultants of the Company. The maximum number of shares allowable for issuance under the Plan is 2,000,000 shares of Common Stock. Stock options vest based upon the terms within the individual option grants, with an acceleration of the unvested portion of such options upon a change in control event, as defined in the Plan. The options are not transferable except by will or domestic relations order. The option price per share under the Plan cannot be less than the fair market value of the underlying shares on the date of the grant.

Stock option activity for the nine months ended September 30, 2012 was as follows:

Common Stock Options	Number of Options	Exercise Price Per Share	Weighted Average Exercise Price	Weighted Average Remaining Life	Aggregate Intrinsic Value
Outstanding, December 31, 2011	525,000	\$0.10-\$0.50	\$ 0.27	8.23 years	\$ 120,000
Granted	50,000	\$0.50	0.50		
Exercised	—	—			
Canceled and forfeited	—	—			
Expired	—	—			
Outstanding, September 30, 2012	575,000	\$0.10-\$0.50	\$ 0.29	7.69 years	\$ 120,000
Exercisable, September 30, 2012	56,250		\$ 0.50		\$ —
Vested and expected to vest, September 30, 2012	575,000		\$ 0.29		\$ 120,000

Restricted stock activity for the nine months ended September 30, 2012 was as follows:

	Number of Restricted Stock	Weighted Average Grant Date Fair Value
Unvested, December 31, 2011	560,000	\$ 0.24
Granted	—	—
Vested	—	—
Forfeited	—	—
Unvested, September 30, 2012	560,000	\$ 0.24

Total stock-based compensation expense for the nine months ended September 30, 2012 and 2011 was \$232,828 and \$326,036, respectively. At September 30, 2012, the total compensation cost related to unvested restricted stock awards and stock option awards not yet recognized is \$279,571. This amount will be recognized over a weighted average period of 1.77 years. No tax benefit was recognized related to the stock-based compensation recorded during the periods.

Note 5 – Commitments and contingencies:

Future minimum lease payments under all non-cancelable operating leases as of September 30, 2012 consist of the following:

	2012	2013	2014	2015	Totals
Lease payments	\$ 143,792	\$ 546,042	\$ 164,843	\$ 10,130	\$ 864,807
	\$ 143,792	\$ 546,042	\$ 164,843	\$ 10,130	\$ 864,807

For the nine months ended September 30, 2012 and 2011 rent expense was \$329,021 and \$291,155, respectively.

On October 26, 2011, the Company entered into an agreement with Digital Energy Corp., a customer of the Company, whereby the Company provided a letter of credit in the amount of \$180,000, for the benefit of Digital Energy Corp., to satisfy a requirement of the New York Independent System Operator, Inc. A certificate of deposit for \$180,000 secures the letter of credit. In exchange for providing this letter of credit, Digital Energy Corp. provided a promissory note to the Company for

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\$180,000, with interest at 6%, payable in monthly installments of interest only. Principal would only be owed if the letter of credit was drawn upon and would become due and payable on the first anniversary date of the note.

Note 6 – Noncontrolling interests

As of December 31, 2011 Tecogen owned 67.4% of Ilios. In January, 2012 an accredited investor purchased 1,000,000 shares of Ilios common stock at \$0.50 per share for an aggregate amount of \$500,000 which decreased Tecogen's ownership interest to 62.5%.

The table below presents the changes in equity resulting from net loss attributable to Tecogen and transfers to or from noncontrolling interests for the nine months ended September 30, 2012 and 2011.

Net loss attributable to Tecogen Inc. and
Transfers (to) from the Noncontrolling Interest
Nine months ended September 30,

	2012	2011
Net loss attributable to Tecogen Inc.	\$ (1,509,891)	\$ (786,111)
Transfers (to) from the noncontrolling interest		
Increase in Tecogen's paid-in capital upon the sale of 1,000,000 Ilios common shares	289,605	
Net transfers from noncontrolling interest	289,605	—
Change from net loss attributable to Tecogen Inc. and transfers from noncontrolling interest	\$ (1,220,286)	\$ (786,111)

Note 7 – Related party:

The Company has five affiliated companies, namely American DG Energy, EuroSite Power, GlenRose Instruments Inc., or GlenRose Instruments, Pharos LLC, or Pharos, and Levitronix Technologies LLC, or Levitronix. These companies are affiliates because several of the major stockholders of those companies, have a significant ownership position in the Company. American DG Energy, EuroSite Power, GlenRose Instruments, Pharos or Levitronix do not own any shares of the Company, and the Company does not own any shares of American DG Energy, EuroSite Power, GlenRose Instruments, Pharos or Levitronix. The business of GlenRose Instruments, Pharos and Levitronix is not related to the business of the Company.

The common stockholders include John N. Hatsopoulos, the Company's Chief Executive Officer who is also: (a) the Chief Executive Officer and a director of American DG Energy and holds 11.5% of the company's common stock; (b) the Chairman of EuroSite Power; (c) a director of Ilios and holds 7.3% of the company's common stock; and (d) the Chairman of GlenRose Instruments and holds 15.7% of the company's common stock. Dr. George N. Hatsopoulos, who is John N. Hatsopoulos' brother, and is also: (a) a director of American DG Energy and holds 14% of the company's common stock; (b) an investor in Ilios and holds 3.3% of the company's common stock; (c) an investor of GlenRose Instruments and holds 15.7% of the company's common stock; (d) founder and investor of Pharos and holds 24.4% of the company's common stock; and (e) an investor of Levitronix and holds 21.4% of the company's common stock.

On October 20, 2009, American DG Energy, in the ordinary course of its business, signed a Sales Representative Agreement with Ilios to promote, sell and service the Ilios high-efficiency heating products, such as the high efficiency water heater, in the marketing territory of the New England States, including Connecticut, Rhode Island, Massachusetts, New Hampshire, Vermont, and Maine. The marketing territory also includes all of the nations in the European Union. The initial term of this Agreement is for five years, after which it may be renewed for successive one-year terms upon mutual written agreement.

On September 24, 2001, the Company entered into subscription agreements with investors for the sale of convertible debentures. The primary investors were George N. Hatsopoulos, a director of the Company, who subscribed for \$200,000 of the debentures, and the John N. Hatsopoulos 1989 Family Trust for the benefit of Mr. Hatsopoulos' adult children, who subscribed for a total amount of \$100,000 of the debentures. The debentures accrue interest at a rate of 6% per annum and were originally due on September 24, 2007. The debentures are convertible, at the option of the holder, into shares of Common Stock at a conversion price of \$0.30 per share. On September 30, 2012, the debentures, including accrued interest, were converted into 170,480 shares of Common Stock held in the JNH 1989 Family Trust for the benefit of Nia Marie Hatsopoulos and 170,480 shares of Common Stock held in the JNH 1989 Family Trust for the benefit of Alexander J Hatsopoulos for whom Mr. and Mrs. Paris Nicolaidis are the trustees. Mr. John N. Hatsopoulos disclaims beneficial ownership of the shares held by this trust.

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On September 24, 2007, the holders of the debentures agreed to extend their term to September 24, 2011.

On May 11, 2009, George N. Hatsopoulos converted a portion of the principal in the amount of \$109,033 of the debentures and accrued interest in the amount of \$90,967 into 400,000 shares of Common Stock in the Company's newly formed subsidiary, Ilios, at \$0.50 per share. Also, on May 11, 2009, John N. Hatsopoulos converted principal amount of \$427,432 in demand notes payable and accrued interest in the amount of \$72,567 into 1,000,000 shares of Ilios Common Stock at \$0.50 per share. The difference between the Company's purchase price of the Ilios shares and the amount of debt forgiveness was recorded as additional paid-in capital.

On September 30, 2009, a holder of the Company's convertible debentures elected to convert \$30,000 of the outstanding principal amount of the debenture, plus accrued interest of \$14,433, into 148,111 shares of Common Stock at a conversion price of \$0.30 per share. On September 24, 2011, the remaining holders of the debentures agreed to extend their term to September 24, 2013 and requested that accrued interest in the amount of \$72,959 be converted into the Company's Common Stock at \$0.50 per share (which was the average price of the Company's Common Stock from September 24, 2001 to September 24, 2011).

On September 10, 2008, the Company entered into a demand note agreement with John N. Hatsopoulos, the Company's Chief Executive Officer, in the principal amount of \$250,000 at an annual interest rate of 5%. On September 7, 2011, the Company entered into an additional demand note agreement with John N. Hatsopoulos, in the principal amount of \$750,000 at an annual interest rate of 6%. Unpaid principal and interest on the demand notes is due upon demand by the lender.

John N. Hatsopoulos is the Company's Chief Executive Officer and is also the Chief Executive Officer of American DG Energy and the Chairman of GlenRose Instruments. His salary is \$1.00 per year. On average, Mr. Hatsopoulos spends approximately 20% of his business time on the affairs of the Company; however such amount varies widely depending on the needs of the business and is expected to increase as the business of the Company develops.

On January 1, 2006, the Company signed a Facilities and Support Services Agreement with American DG Energy for a period of one year, renewable annually by mutual agreement. That agreement was amended on July 1, 2012. Under this agreement, the Company provides American DG Energy with certain office and business support services and also provides pricing based on a volume discount depending on the level of American DG Energy purchases of cogeneration and chiller products. For certain sites, American DG Energy hires the Company to service its chiller and cogeneration products. The Company also provides office space and certain utilities to American DG Energy based on a monthly rate set at the beginning of each year. Also, under this agreement, American DG Energy has sales representation rights to the Company's products and services in New England.

The Company subleases portions of its corporate offices and manufacturing facility to sub-tenants under annual sublease agreements. In addition to sublease payments for the nine months ended September 30, 2012 and 2011 of \$126,399 and \$148,197, respectively received from American DG Energy, Levitronix LLC and Alexandros Partners LLC, the Company received \$88,021 and \$165,755 from these companies to offset common operating expenses incurred in the administration and maintenance of the Company's corporate office and warehouse facility.

The Company's headquarters are located in Waltham, Massachusetts and consist of 24,000 square feet of office and storage space that are shared with American DG Energy and other tenants. The lease expires on March 31, 2014. The Company believes that our facilities are appropriate and adequate for our current needs.

Revenue from sales of cogeneration and chiller systems, parts and service to American DG Energy during the nine months ended September 30, 2012 and 2011 amounted to \$1,596,420 and \$334,227, respectively. As of September 30, 2012 and December 31, 2011, the total amount due from American DG Energy was \$441,464 and \$299,739, respectively.

Note 8 – Fair value measurements:

The fair value topic of the FASB Accounting Standards Codification defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. The accounting guidance also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs, where available, and minimize the use of unobservable inputs when measuring fair value. There are three levels of inputs that may be used to measure fair value:

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Level 1 — Unadjusted quoted prices in active markets for identical assets or liabilities. The Company does not have any Level 1 financial assets or liabilities. The Company currently has no Level 1 financial assets or liabilities.

Level 2 — Observable inputs other than quoted prices included in Level 1. Level 2 inputs include quoted prices for identical assets or liabilities in non-active markets, quoted prices for similar assets or liabilities in active markets and inputs other than quoted prices that are observable for substantially the full term of the asset or liability. At September 30, 2012, the Company had certificates of deposits which are categorized as Level 2 and are recorded at fair value on a recurring basis.

Level 3 — Unobservable inputs reflecting management's own assumptions about the input used in pricing the asset or liability. The Company currently does not have any Level 3 financial assets or liabilities.

The Company determines the fair value of certificates of deposits using information provided by the issuing bank which includes discounted expected cash flow estimates using current market rates offered for deposits with similar remaining maturities.

	September 30, 2012	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Assets				
Certificates of deposit	\$ 181,580	—	\$ 181,580	—
Total Assets	\$ 181,580	\$ —	\$ 181,580	\$ —

The Company's financial instruments that are not recorded at fair value on a recurring basis include cash and cash equivalents, accounts receivable, accounts payable, capital lease obligations and notes due from related party convertible debentures. The recorded values of cash and cash equivalents, accounts receivable and accounts payable approximate their fair values based on their short-term nature. At September 30, 2012, the carrying value on the consolidated balance sheet of the debentures and capital lease obligations approximates fair value based on current market rates for instruments with similar maturities adjusted for applicable credit risk, which are Level 2 inputs.

Note 9 – Subsequent events:

On June 3, 2010, the Company issued a promissory note to an investor in the amount of \$345,000. The note was due in full on June 2, 2012, and bears interest at the Bank Prime Rate plus three percent. Accrued interest is paid on a quarterly basis. The note is secured by 1,150,000 shares of the Company's Common Stock. On June 3, 2012, the Company amended the maturity date on that note to October 15, 2012. As of December 12, 2012 this investor paid \$105,000 and sold 400,000 shares of Company stock to the Company at \$0.60 per share which paid off the principal balance of the note. The Company retired the 400,000 shares.

On November 30, 2012, the Company signed a demand note, which accrues 6% interest, to John N. Hatsopoulos, the Company's Chief Executive Officer.

On December 3, 2012, an accredited investor purchased 250,000 shares of the Company's common stock at \$0.80, for a total of \$200,000.

On December 5, 2012, the Company signed a letter of intent to renew its lease at 45 First Avenue in Waltham, Massachusetts for an additional 10 years.

The Company has evaluated subsequent events through the date of this registration statement and determined that no additional subsequent events occurred that would require recognition in the consolidated financial statements or disclosure in the notes thereto.

TECOGEN INC.

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders of
Tecogen Inc.

We have audited the accompanying consolidated balance sheets of Tecogen Inc. as of December 31, 2011 and 2010, and the related consolidated statements of operations, stockholders' equity, and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Tecogen Inc. as of December 31, 2011 and 2010, and the results of its operations and its cash flows for the years then ended, in conformity with U.S. generally accepted accounting principles.

/s/ McGladrey & Pullen, LLP
McGladrey & Pullen, LLP

Boston, Massachusetts
April 27, 2012

Audited Financial Statements

TECOGEN INC.
CONSOLIDATED BALANCE SHEETS
As of December 31, 2011 and 2010

	2011	2010
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 3,018,566	\$ 1,828,173
Short-term investments	683,428	85,000
Accounts receivable, net	1,399,232	1,788,323
Inventory, net	2,568,986	1,324,415
Due from related party	299,739	98,230
Prepaid and other current assets	112,716	85,103
Total current assets	8,082,667	5,209,244
Property, plant and equipment, net	385,779	404,888
Intangible assets, net	241,621	226,865
Other assets	35,425	35,425
TOTAL ASSETS	\$ 8,745,492	\$ 5,876,422
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Demand notes payable, related party	\$ 1,037,500	\$ 287,500
Current portion of convertible debentures, related party	—	190,967
Accounts payable	812,214	705,406
Accrued expenses	727,463	895,884
Deferred revenue	509,283	549,834
Interest payable, related party	61,062	93,727
Total current liabilities	3,147,522	2,723,318
Long-term liabilities:		
Deferred revenue, net of current portion	183,839	161,425
Convertible debentures, related party, net of current portion	190,967	—
Total liabilities	3,522,328	2,884,743
Commitments and contingencies (Note 8)	—	—
Redeemable Common stock, \$0.001 par value	—	—
Stockholders' equity:		
Tecogen Inc. shareholders' equity:		
Common stock, \$0.001 par value; 100,000,000 shares authorized; 53,993,882 and 48,931,046 issued and outstanding at December 31, 2011 and 2010, respectively	53,994	48,931
Additional paid-in capital	15,486,775	11,652,516
Common stock subscription	—	(53)
Receivable from shareholder	(345,000)	(345,000)
Accumulated deficit	(10,122,766)	(8,548,265)
Total Tecogen Inc. stockholders' equity	5,073,003	2,808,129
Noncontrolling interest	150,161	183,550
Total stockholders' equity	5,223,164	2,991,679
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 8,745,492	\$ 5,876,422

The accompanying notes are an integral part of these consolidated financial statements.

TECOGEN INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
For the Years Ended December 31, 2011 and 2010

	2011	2010
Revenues		
Products	\$ 4,569,113	\$ 5,543,605
Services	6,496,097	5,767,624
	<u>11,065,210</u>	<u>11,311,229</u>
Cost of sales		
Products	3,005,698	3,801,485
Services	3,173,400	2,795,720
	<u>6,179,098</u>	<u>6,597,205</u>
Gross profit	<u>4,886,112</u>	<u>4,714,024</u>
Operating expenses		
General and administrative	5,986,762	4,973,794
Selling	782,252	290,505
	<u>6,769,014</u>	<u>5,264,299</u>
Loss from operations	<u>(1,882,902)</u>	<u>(550,275)</u>
Other income (expense)		
Interest and other income	38,402	23,574
Interest expense	(40,294)	(37,280)
	<u>(1,892)</u>	<u>(13,706)</u>
Loss before income taxes	<u>(1,884,794)</u>	<u>(563,981)</u>
Consolidated net loss	<u>(1,884,794)</u>	<u>(563,981)</u>
Less: Loss attributable to the noncontrolling interest	<u>310,293</u>	<u>208,673</u>
Net loss attributable to Tecogen Inc.	<u>\$ (1,574,501)</u>	<u>\$ (355,308)</u>
Net loss per share - basic and diluted	<u>\$ (0.03)</u>	<u>\$ (0.01)</u>
Weighted average shares outstanding - basic and diluted	<u>48,211,652</u>	<u>45,882,631</u>

The accompanying notes are an integral part of these consolidated financial statements.

TECOGEN INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
For the Years Ended December 31, 2011 and 2010

Tecogen Inc.

	Common Stock 0.001 Par Value	Additional Paid-In Capital	Common Stock Subscription	Shareholder Receivable	Accumulated Deficit	Noncontrolling Interest	Total
Balance at December 31, 2009	\$ 46,516	\$10,058,287	\$ —	\$ —	\$ (8,192,957)	\$ 388,084	\$ 2,299,930
Sale of common stock, net of costs	1,863	1,209,386	—	—	—	—	1,211,249
Issuance of restricted stock	77	49,871	(53)	—	—	—	49,895
Note receivable from shareholder	—	—	—	(345,000)	—	—	(345,000)
Exercise of warrants	475	142,025	—	—	—	—	142,500
Stock based compensation expense	—	192,947	—	—	—	4,139	197,086
Net loss	—	—	—	—	(355,308)	(208,673)	(563,981)
Balance at December 31, 2010	<u>\$ 48,931</u>	<u>\$11,652,516</u>	<u>\$ (53)</u>	<u>\$ (345,000)</u>	<u>\$ (8,548,265)</u>	<u>\$ 183,550</u>	<u>\$ 2,991,679</u>
Sale of common stock, net of costs	4,717	3,606,276	—	—	—	—	3,610,993
Conversion of accrued interest on related party convertible notes to common stock	146	72,813	—	—	—	—	72,959
Issuance of restricted stock	200	—	53	—	—	—	253
Issuance of subsidiary restricted stock	—	—	—	—	—	200	200
Purchase of subsidiary common stock	—	(261,174)	—	—	—	261,174	—
Purchase of stock options	—	(12,500)	—	—	—	—	(12,500)
Stock based compensation expense	—	428,844	—	—	—	15,530	444,374
Net loss	—	—	—	—	(1,574,501)	(310,293)	(1,884,794)
Balance at December 31, 2011	<u>\$ 53,994</u>	<u>\$15,486,775</u>	<u>\$ —</u>	<u>\$ (345,000)</u>	<u>\$ (10,122,766)</u>	<u>\$ 150,161</u>	<u>\$ 5,223,164</u>

The accompanying notes are an integral part of these consolidated financial statements.

TECOGEN INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
For the Years Ended December 31, 2011 and 2010

	2011	2010
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	\$ (1,884,794)	\$ (563,981)
<i>Adjustments to reconcile net loss to net cash (used in) provided by operating activities:</i>		
Depreciation and amortization	158,286	88,656
Provision for losses on accounts receivable	20,600	6,658
Provision for inventory reserve	3,300	(66,500)
Stock-based compensation	444,374	197,086
<i>Changes in operating assets and liabilities</i>		
<i>(Increase) decrease in:</i>		
Short-term investments	(3,428)	—
Accounts receivable and unbilled revenue	368,491	331,581
Inventory	(1,247,871)	154,351
Due from related party	(201,509)	(98,230)
Prepaid assets	(27,613)	6,465
Other assets	—	(2,481)
<i>Increase (decrease) in:</i>		
Accounts payable	106,808	417,376
Accrued expenses	(95,462)	(22,138)
Deferred revenue	(18,137)	(76,439)
Interest payable, related party	(32,665)	(26,401)
Due to related party	—	(4,133)
Net cash (used in) provided by operating activities	<u>(2,409,620)</u>	<u>341,870</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property and equipment	(115,186)	(195,955)
Purchases of intangible assets	(38,747)	(113,499)
Purchases of short-term investments	(680,000)	—
Sale of short-term investments	85,000	679,747
Net cash (used in) provided by investing activities	<u>(748,933)</u>	<u>370,293</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Payments from issuance of notes receivable-stockholder	—	(345,000)
Payments made on demand notes payable, related party	—	(422,568)
Proceeds from issuance of demand notes payable, related party	750,000	—
Proceeds from sale of common stock, net of costs	3,610,993	1,211,249
Proceeds from issuance of restricted stock	453	49,895
Purchase of stock options	(12,500)	—
Proceeds from exercise of warrants	—	142,500
Net cash provided by financing activities	<u>4,348,946</u>	<u>636,076</u>
Net increase in cash and cash equivalents	1,190,393	1,348,239
Cash and cash equivalents, beginning of the year	1,828,173	479,934
Cash and cash equivalents, end of the year	<u>\$ 3,018,566</u>	<u>\$ 1,828,173</u>
Supplemental disclosures of cash flows information:		
<i>Non-cash investing and financing activities:</i>		
Conversion of accrued convertible debenture interest into common stock	<u>\$ 72,959</u>	<u>\$ —</u>
Conversion of redeemable common stock to common stock	<u>\$ 500,000</u>	<u>\$ —</u>
Interest paid	<u>\$ —</u>	<u>\$ 63,139</u>

The accompanying notes are an integral part of these consolidated financial statements.

TECOGEN INC.

Notes to Audited Consolidated Financial Statements

Note 1 – Nature of business and operations

Tecogen Inc. (the “Company”) (a Delaware Corporation) was organized on November 15, 2000, and acquired the assets and liabilities of the Tecogen Products division of Thermo Power Corporation. The Company produces commercial and industrial, natural-gas-fueled engine-driven, combined heat and power (CHP) products that reduce energy costs, decrease greenhouse gas emissions and alleviate congestion on the national power grid. Tecogen’s products supply electric power or mechanical power for cooling, while heat from the engine is recovered and purposefully used at a facility. The majority of Company’s customers are located in regions with the highest utility rates, typically California, the Midwest and the Northeast.

On May 4, 2009 the Company invested \$8,400 in exchange for 8,400,000 shares of a newly established corporation Ilios Inc., or Ilios. The investment gave the Company a controlling financial interest in Ilios, whose business focus will be on advanced heating systems for commercial and industrial applications. On May 11, 2009 the Company sold 1,400,000 shares in Ilios at \$0.50 per share to two of its existing stockholders in exchange for the extinguishment of \$700,000 in demand notes payable, convertible debentures and accrued interest (see *Note 7 – Demand notes payable and convertible debentures – related party*). On July 24, 2009, Ilios sold 2,710,000 shares of common stock to accredited investors at \$0.50 per share and raised \$1,352,500. On June 3, 2011, Ilios sold 500,000 shares of common stock to Tecogen at \$0.50 per share and raised \$250,000 and on December 29, 2011, Ilios sold 1,000,000 shares of common stock to Tecogen at \$0.50 per share and raised \$500,000. As of December 31, 2011 the Company owns a 67.4% interest in Ilios and has consolidated Ilios into its financial statements.

The accompanying consolidated financial statements include the accounts of the Company and its majority owned subsidiary Ilios, whose business focus will be on advanced heating systems for commercial and industrial applications.

The Company’s operations are comprised of one business segment. Our business is to manufacture and support highly efficient CHP products based on engines fueled by natural gas.

Note 2 – Summary of significant accounting policies

Principles of Consolidation and Basis of Presentation

The financial statements have been prepared in accordance with accounting standards set by the Financial Accounting Standards Board (FASB). The FASB sets generally accepted accounting principles (GAAP) to ensure financial condition, results of operations, and cash flows are consistently reported. References to GAAP issued by the FASB in these footnotes are to the FASB Accounting Standards Codification (ASC). The Company adopted the presentation requirements for noncontrolling interests required by ASC 810 *Consolidation*. Under ASC 810, earnings or losses attributed to the noncontrolling interests are reported as part of the consolidated earnings and not a separate component of income or expense. Noncontrolling interests in the net assets and operations of Ilios are reflected in the caption “Noncontrolling interest” in the accompanying consolidated financial statements. All intercompany transactions have been eliminated.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Concentration of Credit Risk

The Company’s financial instruments that are exposed to concentrations of credit risk consist primarily of cash and cash equivalents, short-term investments and accounts receivable. The Company maintains its cash balances in bank accounts, which at times may exceed the Federal Deposit Insurance Corporation’s (“FDIC”) general deposit insurance limits. The amount on deposit at December 31, 2011 and 2010 which exceeded the \$250,000 federally insured limit was approximately \$3,200,000 and \$1,167,000, respectively. The Company has not experienced any losses in such accounts and thus believes that it is not exposed to any significant credit risk on cash and cash equivalents.

The Company has one customer who represented 14.6% of revenues for the year ended December 31, 2010. There were no customers who represented more than 10% of revenues for the year ended December 31, 2011. Included in trade accounts receivable are amounts from one and two customers who represent an aggregate of 17% and 51% of the trade

TECOGEN INC.

accounts receivable balance as of December 31, 2011 and 2010, respectively. These customers have individual balances of 17% of trade accounts receivable at December 31, 2011 and between 24% and 27% of trade accounts receivable at December 31, 2010.

Cash and Cash Equivalents

The Company considers all highly liquid instruments with an original maturity date, at date of purchase, of three months or less to be cash and cash equivalents.

Short-Term Investments

Short-term investments consist of certificates of deposit with maturities of greater than three months but less than one year. Certificates of deposits are recorded at fair value.

On October 26, 2011, the Company entered into an agreement with Digital Energy Corp., a customer of the Company, whereby the Company provided a letter of credit in the amount of \$180,000, for the benefit of Digital Energy Corp., to satisfy a requirement of the New York Independent System Operator, Inc. A certificate of deposit for \$180,000 secures the letter of credit. In exchange for providing this letter of credit, Digital Energy Corp. provided a promissory note to the Company for \$180,000, with interest at 6%, payable in monthly installments of interest only. Principal would only be owed if the letter of credit was drawn upon and would become due and payable on the first anniversary date of the note.

On June 13, 2011, the Southern California Gas Company entered into an agreement with the Company to invest \$500,000 in the Company's Common Stock. The agreement included certain stockholder rights and a redemption right whereby the investor may redeem the shares for cash until the earlier of, the initiation of a public offering of the Company by filing a registration statement with the SEC, or five years. A letter of credit, secured by a Certificate of Deposit, for the amount of the investment has been put in place to satisfy the contingency of the redemption right. The Certificate of Deposit is classified as a short term investment in the accompanying balance sheet. Since the Company filed a registration statement with the Securities and Exchange Commission on December 23, 2011 the redemption right is no longer valid as of the filing date.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. An allowance for doubtful accounts is provided for those accounts receivable considered to be uncollectible based upon historical experience and management's evaluation of outstanding accounts receivable at the end of the year. Bad debts are written off against the allowance when identified. At December 31, 2011 and 2010 the allowance for doubtful accounts was \$96,800 and \$78,300, respectively.

Inventory

Raw materials, work in process, and finished goods inventories are stated at the lower of cost, as determined by the average cost method, or net realizable value. The Company periodically reviews inventory quantities on hand for excess and/or obsolete inventory based primarily on historical usage, as well as based on estimated forecast of product demand. Any reserves that result from this review are charged to cost of sales.

Property, Plant and Equipment

Property, plant and equipment are recorded at cost. Depreciation is provided using the straight-line method over the estimated useful lives of the asset, which range from three to seven years. Leasehold improvements are amortized using the straight-line method over the lesser of the estimated useful lives of the assets or the term of the related leases. Expenditures for maintenance and repairs are expensed currently, while renewals and betterments that materially extend the life of an asset are capitalized.

Intangible Assets

Intangible assets subject to amortization include costs incurred by the Company to acquire product certifications and certain patent costs. These costs are amortized on a straight-line basis over the estimated economic life of the intangible asset. The Company reviews intangible assets for impairment when the circumstances warrant.

TECOGEN INC.

Loss per Common Share

The Company computes basic loss per share by dividing net loss for the period by the weighted-average number of shares of Common Stock outstanding during the period. The Company computes its diluted earnings per common share using the treasury stock method. For purposes of calculating diluted earnings per share, the Company considers its shares issuable in connection with the convertible debentures, stock options and warrants to be dilutive Common Stock equivalents when the exercise/conversion price is less than the average market price of our Common Stock for the period.

Other Comprehensive Net Loss

The comprehensive net loss for the years ended December 31, 2011 and 2010 does not differ from the reported loss.

Segment Information

The Company reports segment data based on the management approach. The management approach designates the internal reporting that is used by management for making operating and investment decisions and evaluating performance as the source of the Company's reportable segments. The Company uses one measurement of profitability and does not disaggregate its business for internal reporting. The Company has determined that it operates in one business segment which manufactures and supports highly efficient CHP products based on engines fueled by natural gas.

The following table summarizes net revenue by product line and services for the years ended December 31, 2011 and 2010:

	2011	2010
Products:		
Cogeneration	\$ 2,737,161	\$ 4,977,595
Chiller	1,831,952	566,010
Total Product Revenue	4,569,113	5,543,605
Services	6,496,097	5,767,624
	<u>\$ 11,065,210</u>	<u>\$ 11,311,229</u>

Income Taxes

The Company uses the asset and liability method of accounting for income taxes. The current or deferred tax consequences of transactions are measured by applying the provisions of enacted tax laws to determine the amount of taxes payable currently or in future years. Deferred tax assets and liabilities are determined based on the difference between the financial statement and tax bases of assets and liabilities and expected future tax consequences of events that have been included in the financial statements or tax returns using enacted tax rates in effect for the years in which the differences are expected to reverse. Under this method, a valuation allowance is used to offset deferred taxes if, based upon the available evidence, it is more likely than not that some or all of the deferred tax assets may not be realized. Management evaluates the recoverability of deferred taxes and the adequacy of the valuation allowance annually.

The Company has adopted the provisions of the accounting standards relative to accounting for uncertainties in tax positions. These provisions provide guidance on the recognition, de-recognition and measurement of potential tax benefits associated with tax positions. The Company elected to recognize interest and penalties related to income tax matters as a component of income tax expense in the statements of operations. There was no impact on the financial statements as a result of this guidance. See *Note 15 – Income taxes*.

With few exceptions, the Company is no longer subject to possible income tax examinations by federal, state or local taxing authorities for tax years before 2008.

The Company's tax returns are open to adjustment from 2001 forward, as a result of the fact that the Company has loss carryforwards from those years, which may be adjusted in the year those losses are utilized.

TECOGEN INC.

Fair Value of Financial Instruments

The Company's financial instruments are cash and cash equivalents, certificates of deposit, accounts receivable, accounts payable, capital lease obligations and notes due from related party convertible debentures. The recorded values of cash and cash equivalents, accounts receivable and accounts payable approximate their fair values based on their short-term nature. At December 31, 2011, the current value on the consolidated balance sheet of the debentures and capital lease obligations approximates fair value as the terms approximate those available for similar instruments. Certificates of deposit classified as short-term investments are recorded at fair value.

Revenue Recognition

Revenue is recognized when persuasive evidence of an arrangement exists, delivery has occurred or services have been rendered, the price is fixed or determinable and collectability is reasonably assured. Generally, sales of cogeneration and chiller units and parts are recognized when shipped and services are recognized over the term of the service period. Payments received in advance of services being performed are recorded as deferred revenue.

Infrequently, the Company recognizes revenue in certain circumstances before delivery has occurred (commonly referred to as bill and hold transactions). In such circumstances, among other things, risk of ownership has passed to the buyer, the buyer has made a written fixed commitment to purchase the finished goods, the buyer has requested the finished goods be held for future delivery as scheduled and designated by them, and no additional performance obligations exist by the Company. For these transactions, the finished goods are segregated from inventory and normal billing and credit terms are granted. For the years ended December 31, 2011 and 2010 no revenues were recorded as bill and hold transactions.

For those arrangements that include multiple deliverables, the Company first determines whether each service or deliverable meets the separation criteria of FASB ASC 605-25, *Revenue Recognition—Multiple-Element Arrangements*. In general, a deliverable (or a group of deliverables) meets the separation criteria if the deliverable has stand-alone value to the customer and if the arrangement includes a general right of return related to the delivered item and delivery or performance of the undelivered item(s) is considered probable and substantially in control of the Company. Each deliverable that meets the separation criteria is considered a separate "unit of accounting". The Company allocates the total arrangement consideration to each unit of accounting using the relative fair value method. The amount of arrangement consideration that is allocated to a delivered unit of accounting is limited to the amount that is not contingent upon the delivery of another unit of accounting.

When vendor-specific objective evidence or third-party evidence is not available, adopting the relative fair value method of allocation permits the Company to recognize revenue on specific elements as completed based on the estimated selling price. The Company generally uses internal pricing lists that determine sales prices to external customers in determining its best estimate of the selling price of the various deliverables in multiple-element arrangements. Changes in judgments made in estimating the selling price of the various deliverables could significantly affect the timing or amount of revenue recognition. The Company enters into sales arrangements with customers to sell its cogeneration and chiller units and related service contracts and occasionally installation services. Based on the fact that the Company sells each deliverable to other customers on a stand-alone basis, the company has determined that each deliverable has a stand-alone value. Additionally, there are no rights of return relative to the delivered items; therefore, each deliverable is considered a separate unit of accounting.

After the arrangement consideration has been allocated to each unit of accounting, the Company applies the appropriate revenue recognition method for each unit of accounting based on the nature of the arrangement and the services included in each unit of accounting. Cogeneration and chiller units are recognized when shipped and services are recognized over the term of the applicable agreement, as provided when on a time and materials basis or upon completion and acceptance when on a completed contract basis.

Presentation of Sales Taxes

The Company reports revenues net of any revenue-based taxes assessed by governmental authorities that are imposed on and concurrent with specific revenue-producing transactions.

Shipping and Handling Costs

The Company classifies freight billed to customers as sales revenue and the related freight costs as cost of sales.

TECOGEN INC.

Advertising Costs

The Company expenses the costs of advertising as incurred. For the years ended December 31, 2011 and 2010, advertising expense was approximately \$86,700 and \$14,900, respectively.

Research and Development Costs

Internal research and development expenditures are expensed as incurred. Proceeds from certain grants and contracts with governmental agencies and their contractors to conduct research and development for new CHP technologies or to improve or enhance existing technology is recorded as an offset to the related research and development expenses. These grants and contracts are paid on a cost reimbursement basis provided in the agreed upon budget. Amounts received totaled \$239,000 and \$917,000 in fiscal years 2011 and 2010, respectively, which offset the Company's total R&D expenditures for each of the respective years.

Stock-Based Compensation

Stock-based compensation cost is measured at the grant date, based on the estimated fair value of the award, and is recognized as an expense in the statements of operations over the requisite service period.

Pursuant to ASC 505-50, *Equity Based Payments to Non-Employees*, the fair value of restricted Common Stock and stock options issued to nonemployees is revalued at each reporting period until the ultimate measurement date, as defined by ASC 505-50. The Company records the value of the instruments at the time services are provided and the instruments vest. Accordingly, the ultimate expense is not fixed until such instruments are fully vested.

The determination of the fair value of share-based payment awards is affected by the Company's stock price. Since the Company is not publicly traded, the Company considered the sales price of the Common Stock in private placements to unrelated third parties as a measure of the fair value of its Common Stock.

The Company utilizes an estimated forfeiture rate when calculating the expense for the period. Forfeitures are estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates. Stock-based compensation expense recognized is based on awards that are ultimately expected to vest. The Company evaluates the assumptions used to value awards regularly and if factors change and different assumptions are employed, stock-based compensation expense may differ significantly from what has been recorded in the past. If there are any modifications or cancellations of the underlying unvested securities, the Company may be required to accelerate, increase or cancel any remaining unearned stock-based compensation expense.

Common Stock Subscriptions

Outstanding proceeds for Common Stock transactions appear as Common Stock subscriptions in the accompanying consolidated balance sheets and consolidated statements of changes in stockholders' equity until received.

Recent Accounting Pronouncements

In May 2011, the FASB issued updated accounting guidance related to fair value measurements and disclosures that result in common fair value measurements and disclosures between U.S. GAAP and International Financial Reporting Standards. This guidance includes amendments that clarify the application of existing fair value measurement requirements, in addition to other amendments that change principles or requirements for measuring fair value and for disclosing information about fair value measurements. This guidance is effective during interim and annual periods beginning after December 15, 2011. The adoption of this guidance is not expected to have a material effect on the Company's consolidated financial statements.

In January 2010, The FASB issued ASU No. 2010-06, *Improving Disclosures about Fair Value Measurements*. This amends ASC 820 (formerly FAS 157-4) to require additional disclosures. The guidance requires entities to disclose transfers of assets in and out of Levels 1 and 2 of the fair value hierarchy, and the reasons for those transfers. ASU No. 2010-06 is effective January 2010. In addition, the guidance requires separate presentation of purchases and sales in the Level 3 asset reconciliation which will be effective for the year ending December 31, 2011. The adoption of the effective portions of this guidance did not have a material impact on the Company's consolidated financial statement position, results of operations or cash flows.

TECOGEN INC.

In June 2009, the FASB issued new guidance on consolidations which became effective for Tecogen, Inc. on January 1, 2010. This guidance changes the definition of a variable interest entity and changes the methodology to determine who is the primary beneficiary of, or in other words, who consolidates, a variable interest entity. The guidance replaces the quantitative-based risks and rewards calculation for determining which enterprise, if any, has a controlling financial interest in a variable interest entity with an approach focused on identifying which enterprise has the power to direct the activities of a variable interest entity that most significantly affect the entity's economic performance and (i) the obligation to absorb losses of the entity or (ii) the right to receive benefits from the entity. The adoption of this new guidance did not have an impact on the Company's consolidated financial statement position, results of operations or cash flows.

Reclassifications

Certain prior period balances have been reclassified to conform with current period presentation.

Note 3 – Loss per common share:

Basic and diluted earnings per share for the years ended December 31, 2011 and 2010, respectively, were as follows:

	2011	2010
Loss available to stockholders	\$ (1,574,501)	\$ (355,308)
Weighted average shares outstanding - Basic and diluted	48,211,652	45,882,631
Basic and diluted loss per share	\$ (0.03)	\$ (0.01)
Anti-dilutive shares underlying stock options outstanding	4,381,000	2,480,000
Anti-dilutive convertible debentures	636,557	636,557

Note 4 – Inventory

Inventories at December 31, 2011 and 2010 consisted of the following.

	2011	2010
Gross raw materials	\$ 2,701,496	\$ 1,675,141
Less - reserves	(358,800)	(355,500)
Net raw materials	2,342,696	1,319,641
Work-in-process	119,640	4,774
Finished goods	106,650	—
	<u>\$ 2,568,986</u>	<u>\$ 1,324,415</u>

Note 5 – Intangible assets

The Company capitalized \$22,036 and \$62,309 of product certification costs during the years ended December 31, 2011 and 2010, respectively. Also included in intangible assets are the costs incurred by the Company to acquire certain patents. These patents, once in service, will be amortized on a straight-line basis over the estimated economic life of the associated product, which range from approximately 7-10 years. The Company capitalized \$16,712 and \$51,190 of patent-related costs during the years ended December 31, 2011 and 2010, respectively. Intangible assets at December 31, 2011 and 2010 consist of the following:

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	Product Certifications	Patents	Total
Balance at December 31, 2011			
Intangible assets	\$ 218,168	\$ 67,902	\$ 286,070
Less - accumulated amortization	(38,254)	(6,195)	(44,449)
	<u>\$ 179,914</u>	<u>\$ 61,707</u>	<u>\$ 241,621</u>
Balance at December 31, 2010			
Intangible assets	\$ 196,132	\$ 51,190	\$ 247,322
Less - accumulated amortization	(20,457)	—	(20,457)
	<u>\$ 175,675</u>	<u>\$ 51,190</u>	<u>\$ 226,865</u>

Amortization expense was \$23,992 and \$11,309 during the years ended December 31, 2011 and 2010, respectively. Estimated amortization expense at December 31, 2011 for each of the five succeeding years is as follows:

2012	\$ 33,628
2013	31,517
2014	31,517
2015	31,517
2016	31,517
Thereafter	81,925
	<u>\$ 241,621</u>

Note 6 – Property and equipment

Property and equipment at December 31, 2011 and 2010 consisted of the following:

	Estimated Useful Life (in Years)	2011	2010
Machinery and equipment	5 - 7 years	\$ 355,985	\$ 268,713
Furniture and fixtures	5 years	48,157	41,487
Computer software	3 - 5 years	46,355	44,291
Leasehold improvements	*	245,441	226,261
		<u>695,938</u>	<u>580,752</u>
Less - accumulated depreciation and amortization		(310,159)	(175,864)
Net property, plant and equipment		<u>\$ 385,779</u>	<u>\$ 404,888</u>

* Lesser of estimated useful life of asset or lease term

Depreciation and amortization expense on property and equipment for the years ended December 31, 2011 and 2010 was \$134,295 and \$77,346, respectively.

Note 7 – Demand notes payable and convertible debentures – related party

Demand notes payable to related parties consist of various demand notes outstanding to stockholders totaling \$1,037,500 and \$287,500 at December 31, 2011 and 2010, respectively. The primary lender is John N. Hatsopoulos, the company's Chief Executive Officer, who holds \$1,000,000 and \$250,000 of the demand notes as of December 31, 2011 and 2010, respectively. The demand notes accrue interest annually at rates ranging from 5% to 6%. Unpaid principal and interest on the demand notes is due upon demand by the lender.

On September 24, 2001, the Company entered into subscription agreements with three investors for the sale of convertible debentures in the aggregate principal amount of \$330,000. The primary investors were George N. Hatsopoulos, a member of the board of directors, who subscribed for \$200,000 of the debentures and John N. Hatsopoulos, the Company's Chief Executive Officer, who subscribed for \$100,000 of the debentures. The debentures accrue interest at a rate of 6% per

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annum and are due six years from issuance date. The debentures are convertible, at the option of the holder, into a number of shares of Common Stock as determined by dividing the original principal amount plus accrued and unpaid interest by a conversion price of \$0.30. On September 24, 2011 the remaining holders of the Company's convertible debentures agreed to amend the terms of the debentures and extend the due date from September 24, 2011 to September 24, 2013.

On May 11, 2009 the Company sold 1,400,000.00 shares in Ilios at \$0.50 per share to George Hatsopoulos and John Hatsopoulos in exchange for the extinguishment of \$427,432 in demand notes payable, \$109,033 in convertible debentures and \$163,535 in accrued interest. The difference between the Company's purchase price of the Ilios shares and the amount of debt forgiveness was recorded as additional paid-in capital. At December 31, 2011 and 2010, there were 636,557 shares of common stock issuable upon conversion of the Company's outstanding convertible debentures. At December 31, 2011 and 2010, the principal amount of the Company's convertible debentures was \$190,967 which is due on September 24, 2013.

Note 8 – Commitments and contingencies

Operating Lease Obligations

The Company leases office space and warehouse facilities under various lease agreements which expire through March 2015. The Company subleases portions of its corporate offices and manufacturing facility to sub-tenants under annual sublease agreements, on a calendar year basis (see *Note 13 – Related party transactions*). Total rent expense for the years ended December 31, 2011 and 2010 amounted to \$579,836 and \$535,092, offset by \$185,596 and \$196,466 in rent paid by sub-lessees for a net amount of \$394,240 and \$338,626.

The Company leases one service vehicle under a lease agreement which expires January 2012. Vehicle rent expense amounted to \$4,639 during each of the years ended December 31, 2011 and 2010.

Future minimum lease payments under all non-cancelable operating leases as of December 31, 2011 consist of the following:

Years Ending December 31,	Amount
2012	\$ 574,676
2013	546,042
2014	164,843
2015	10,130
2016	—
2017 and thereafter	—
Total	\$ 1,295,691

On October 26, 2011, the Company entered into an agreement with Digital Energy Corp., a customer of the Company, whereby the Company provided a letter of credit in the amount of \$180,000, for the benefit of Digital Energy Corp., to satisfy a requirement of the New York Independent System Operator, Inc. A certificate of deposit for \$180,000 secures the letter of credit. In exchange for providing this letter of credit, Digital Energy Corp. provided a promissory note to the Company for \$180,000, with interest at 6%, payable in monthly installments of interest only. Principal would only be owed if the letter of credit was drawn upon and would become due and payable on the first anniversary date of the note.

Legal Proceedings

From time to time the Company may be involved in various claims and other legal proceedings which arise in the normal course of business. Such matters are subject to many uncertainties and outcomes that are not predictable. Based on the information available to the Company and after discussions with legal counsel, the Company does not believe any such proceedings will have a material adverse effect on the business, results of operations, financial position or liquidity.

Note 9 – Product warranty

The Company reserves an estimate of its exposure to warranty claims based on both current and historical product sales data and warranty costs incurred. The majority of the Company's products carry a one-year warranty. The Company assesses the adequacy of its recorded warranty liability annually and adjusts the amount as necessary. The warranty liability is included in accrued expenses on the accompanying consolidated balance sheets.

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Changes in the Company's warranty reserve were as follows:

Warranty reserve, December 31, 2009	\$ 82,600
Warranty provision for units sold	42,847
Costs of warranty incurred	<u>(72,447)</u>
Warranty reserve, December 31, 2010	53,000
Warranty provision for units sold	76,637
Costs of warranty incurred	<u>(72,637)</u>
Warranty reserve, December 31, 2011	<u>\$ 57,000</u>

Note 10 – Stockholders' equity

Common Stock

In 2011 and 2010 the Company raised additional funds through private placements of common stock to a limited number of accredited investors. In connection with the 2011 private placements the Company sold an aggregate of 4,716,919 shares of common stock at a purchase price ranging from \$0.65 to \$0.80 per share, resulting in net cash proceeds of \$3,610,993. In connection with the 2010 private placements the Company sold an aggregate of 1,863,461 shares of common stock at a purchase price of \$0.65 per share, resulting in net cash proceeds of \$1,211,249.

On June 13, 2011, the Southern California Gas Company entered into an agreement with the Company to invest \$500,000 in the Company's Common Stock. The agreement included certain stockholder rights and a redemption right whereby the investor may redeem the shares for cash until the earlier of, the initiation of a public offering of the Company by filing a registration statement with the SEC, or five years. A letter of credit, secured by a Certificate of Deposit, for the amount of the investment has been put in place to satisfy the contingency of the redemption right. The Certificate of Deposit is classified as a short term investment in the accompanying balance sheet. The Common Stock was classified outside of permanent equity because of the redemption right. The filing of our registration statement on Form S-1 on December 22, 2011, resulted in the expiration of the rights and preferences of the Southern California Gas Company; therefore as of the date of this prospectus we do not have any rights or preferences outstanding. As a result, we have reclassified this investment from Redeemable Common Stock, to permanent equity in the accompanying balance sheet as of December 31, 2011.

The holders of Common Stock have the right to vote their interest on a per share basis. At December 31, 2011 and 2010 there were 53,993,882 and 48,931,046 shares of Common Stock outstanding, respectively.

Receivable from Shareholder

On June 3, 2010 the Company issued a promissory note to an investor in the amount of \$345,000. The note is due in full on June 3, 2012 and bears interest at the Bank Prime Rate plus three percent. Accrued interest is paid on a quarterly basis. The note is secured by 1,150,000 shares of Tecogen Common Stock.

Warrants

At January 1, 2009 the Company had 500,000 warrants outstanding. Each warrant represents the right to purchase one share of Common Stock at a price of \$0.30. These warrants had been issued on April 5, 2005 in connection with a private placement of the Company's Common Stock to a limited number of accredited investors.

During the year ended December 31, 2010, investors exercised 475,000 warrants, providing gross proceeds to the Company of \$142,500. During 2010, 25,000 warrants expired. As of December 31, 2011 and 2010 there were no warrants outstanding.

Stock-Based Compensation

In 2006, the Company adopted the 2006 Stock Option and Incentive Plan (the "Plan"), under which the board of directors may grant incentive or non-qualified stock options and stock grants to key employees, directors, advisors and consultants of the Company. On October 1, 2008 the board unanimously amended the Plan, to increase the reserved shares of common stock issuable under the Plan from 4,000,000 to 5,000,000 (the "Amended Plan"). On February 18, 2010, the board

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unanimously amended the Plan, to increase the reserved shares of common stock issuable under the Plan from 5,000,000 to 7,000,000 (the "Amended Plan" as of February 18, 2010). On November 10, 2011 the board unanimously amended the Plan, to increase the reserved shares of common stock issuable under the Plan from 7,000,000 to 7,355,000 (the "Amended Plan" as of November 10, 2011).

Stock options vest based upon the terms within the individual option grants, with an acceleration of the unvested portion of such options upon a change in control event, as defined in the Amended Plan. The options are not transferable except by will or domestic relations order. The option price per share under the Amended Plan cannot be less than the fair market value of the underlying shares on the date of the grant. The number of shares remaining available for future issuance under the Amended Plan as of December 31, 2011 and 2010 was 645,732 and 2,886,732, respectively.

In 2010, the company granted nonqualified options to purchase an aggregate of 100,000 shares of common stock at \$0.65 per share. These options have a vesting schedule of four years and expire in five years. The fair value of the options issued in 2010 was \$24,446. The weighted-average grant date fair value of stock options granted during 2010 was \$0.24 per option.

In 2011, the company granted nonqualified options to purchase an aggregate of 1,921,000 shares of common stock at \$0.65 per share and 125,000 shares of common stock at \$0.70 per share. These options have a vesting schedule of four years and expire in ten years. The fair value of the options issued in 2011 was \$508,586. The weighted-average grant date fair value of stock options granted during 2011 was \$0.25 and \$0.28 per option. Stock option activity for the year ended December 31, 2011 and 2010 was as follows:

Common Stock Options	Number of Options	Exercise Price Per Share	Weighted Average Exercise Price	Weighted Average Remaining Life	Aggregate Intrinsic Value
Outstanding, December 31, 2009	2,380,000	0.03-\$0.50	\$ 0.32	4.27 years	\$ 793,500
Granted	100,000	0.65	0.65		
Exercised	—	—	—		
Canceled and forfeited	—	—	—		
Expired	—	—	—		
Outstanding, December 31, 2010	2,480,000	0.03-\$0.65	\$ 0.30	3.30 years	\$ 793,500
Exercisable, December 31, 2010	1,230,000		\$ 0.28		\$ 451,000
Vested and expected to vest, December 31, 2010	2,480,000		\$ 0.30		\$ 793,500
Outstanding, December 31, 2010	2,480,000	\$0.03-\$0.65	\$ 0.30	3.30 years	\$ 793,500
Granted	2,046,000	0.65-0.70	0.65		
Exercised	—	—	—		
Canceled and forfeited	—	—	—		
Repurchased	(50,000)	0.25	0.25		
Expired	(95,000)	0.30-0.65	0.37		
Outstanding, December 31, 2011	4,381,000	\$0.03-\$0.70	\$ 0.48	5.53 years	\$ 1,387,150
Exercisable, December 31, 2011	1,673,750		\$ 0.31		\$ 815,125
Vested and expected to vest, December 31, 2011	4,381,000		\$ 0.48		\$ 1,387,150

The Company does not expect any forfeitures and the table above represents all stock options expected to vest. The Company uses the Black-Scholes option pricing model to determine the fair value of stock options granted. Use of a valuation model requires management to make certain assumptions with respect to selected model inputs. Expected volatility was calculated based on the average volatility of four comparable publicly traded companies. The average expected life was estimated using the simplified method for "plain vanilla" options as permitted by SEC Staff Accounting Bulletin No. 107, or SAB No. 107. The simplified method determines the expected life in years based on the vesting period and contractual terms as set forth when the award is made. The Company continues to use the simplified method for awards of stock-based compensation after January 1, 2008 as permitted by SEC Staff Accounting Bulletin No. 110, or SAB No. 110, since it does not have the necessary historical exercise data to determine an expected life for stock options. The Company uses a single weighted-average expected life to value option awards and recognizes compensation on a straight-line basis over the requisite

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service period for each separately vesting portion of the awards. The risk-free interest rate is based on U.S. Treasury zero-coupon issues with a remaining term which approximates the expected life assumed at the date of grant. When options are exercised the Company normally issues new shares.

In 2011, the Company purchased 50,000 options from a consultant at \$0.25 per share. These options were due to expire on December 10, 2011 and would have allowed the holder to purchase shares of common stock of Tecogen for \$0.03. The Company had no obligation to repurchase these shares. At December 10, 2010, the fair value of Tecogen's common stock was \$0.80. Since these options were purchased at below their estimated fair value, the price paid by Tecogen of 12,500 was charged to Stockholders' equity.

The weighted average assumptions used in the Black-Scholes option pricing model for options granted in 2010 and 2010 are as follows:

	2011	2010
Stock option awards:		
Expected life	6.25 years	5 years
Risk-free interest rate	2.46%	2.46%
Expected volatility	33.8% - 35.5%	33.30%

In 2010, the Company made restricted stock grants to certain employees by permitting them to purchase an aggregate of 76,843 shares of common stock at a price of \$0.001 per share. These shares vest 100% six months after an initial public offering. The related compensation expense is being recorded based on an anticipated initial public offering date.

In 2011, the Company made restricted stock grants to certain employees by permitting them to purchase an aggregate of 200,000 shares of common stock at a price of \$0.001 per share. These shares vest over four years beginning six months after an initial public offering. The related compensation expense is being recorded based on an anticipated initial public offering date.

Restricted stock activity for the years ended December 31, 2011 and 2010 was as follows:

	Number of Restricted Stock	Weighted Average Grant Date Fair Value
Unvested, December 31, 2009	1,656,425	\$ 0.31
Granted	76,843	0.65
Vested	—	—
Forfeited	—	—
Unvested, December 31, 2010	1,733,268	\$ 0.32
Unvested, December 31, 2010	1,733,268	\$ 0.32
Granted	200,000	0.65
Vested	—	—
Forfeited	—	—
Unvested, December 31, 2011	1,933,268	\$ 0.36

During the years ended December 31, 2011 and 2010, the Company recognized stock-based compensation of \$396,724 and \$185,901, respectively, related to the issuance of stock options and restricted stock. No tax benefit was recognized related to the stock-based compensation recorded during the years. At December 31, 2011 and 2010 there were 1,933,268 and 1,733,268 unvested shares of restricted stock outstanding, respectively. At December 31, 2011 and 2010 the total compensation cost related to unvested restricted stock awards and stock option awards not yet recognized is \$537,540 and \$141,859, respectively. This amount will be recognized over a weighted average period of 2.12 years.

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Stock Based Compensation - Ilios

In 2009, Ilios adopted the 2009 Stock Incentive Plan (the “2009 Plan”) under which the board of directors may grant incentive or non-qualified stock options and stock grants to key employees, directors, advisors and consultants of the company. The maximum number of shares allowable for issuance under the Plan is 2,000,000 shares of common stock.

Stock options vest based upon the terms within the individual option grants, with an acceleration of the unvested portion of such options upon a change in control event, as defined in the Plan. The options are not transferable except by will or domestic relations order. The option price per share under the Plan cannot be less than the fair market value of the underlying shares on the date of the grant.

During the years ended December 31, 2011 and 2010 Ilios recognized stock-based compensation of \$47,648 and \$11,185, related to the issuance of stock options and restricted stock, respectively. No tax benefit was recognized related to the stock-based compensation recorded during the year. At December 31, 2011 and 2010 there were 560,000 and 360,000 unvested shares of restricted stock outstanding, respectively. At December 31, 2011 and 2010 the total compensation cost related to unvested restricted stock awards and stock option awards not yet recognized is \$122,056 and \$27,839, respectively. This amount will be recognized over the weighted average period of 2.45 years.

In 2011, the company granted nonqualified options to purchase an aggregate of 225,000 shares of common stock to certain employees at \$0.50 per share. These options have a vesting schedule of four years and expire in ten years. The total fair value of the options issued in 2011 was \$42,065. The weighted-average grant date fair value of stock options granted during 2011 was \$0.19.

Stock option activity for the year ended December 31, 2011 and 2010 was as follows:

Common Stock Options	Number of Options	Exercise Price Per Share	Weighted Average Exercise Price	Weighted Average Remaining Life	Aggregate Intrinsic Value
Outstanding, December 31, 2009	300,000	\$ 0.10	\$ 0.10	9.34 years	\$ 120,000
Granted	—	—	—		
Exercised	—	—	—		
Canceled and forfeited	—	—	—		
Expired	—	—	—		
Outstanding, December 31, 2010	300,000	\$ 0.10	\$ 0.10	8.34 years	\$ 120,000
Exercisable, December 31, 2010	—		\$ —		\$ —
Vested and expected to vest, December 31, 2010	300,000		\$ 0.10		\$ 120,000
Outstanding, December 31, 2010	300,000	\$ 0.10	\$ 0.10	8.34 years	\$ 120,000
Granted	225,000	0.50	0.50		
Exercised	—	—	—		
Canceled and forfeited	—	—	—		
Expired	—	—	—		
Outstanding, December 31, 2011	525,000	\$0.10-\$0.50	\$ 0.27	8.23 years	\$ 120,000
Exercisable, December 31, 2011	—		\$ —		\$ —
Vested and expected to vest, December 31, 2011	525,000		\$ 0.27		\$ —

Ilios does not expect any forfeitures and the table above represents all stock options expected to vest. Ilios uses the Black-Scholes option pricing model to determine the fair value of stock options granted. Expected volatility was calculated based on the average volatility of comparable publicly traded companies, the expected life of the options was calculated using the “simplified method”, and the risk-free interest rate is based on U.S. Treasury zero-coupon issues with a remaining term which approximates the expected life assumed at the date of grant. The Company uses a single weighted-average expected life to value option awards and recognizes compensation on a straight-line basis over the requisite service period for each separately vesting portion of the awards.

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The weighted average assumptions used in the Black-Scholes option pricing model for options granted in 2011 are as follows:

Stock option awards:	
Expected life	6.25 years
Risk-free interest rate	2.03%
Expected volatility	34.2%

In 2011, Ilios made restricted stock grants to a certain Ilios employee by permitting him to purchase an aggregate of 200,000 shares of common stock at a price of \$0.001 per share. These shares vest 25% one hundred eighty (180) days after an initial public offering of Ilios and 25% for three years thereafter. The related compensation expense is being recorded based on an anticipated initial public offering date.

Restricted stock activity for the period ended December 31, 2011 was as follows:

	Number of Restricted Stock	Weighted Average Grant Date Fair Value
Unvested, December 31, 2009	360,000	\$ 0.10
Granted	—	—
Vested	—	—
Forfeited	—	—
Unvested, December 31, 2010	360,000	\$ 0.10
Unvested, December 31, 2010	360,000	\$ 0.10
Granted	200,000	0.50
Vested	—	—
Forfeited	—	—
Unvested, December 31, 2011	560,000	\$ 0.24

Note 11 – Noncontrolling interests

As of December 31, 2010 Tecogen owned 63.0% of Ilios. During the year ended December 31, 2011 Tecogen purchased 1,500,000 shares of Ilios common stock at \$0.50 per share for an aggregate amount of \$750,000 which increased Tecogen's ownership interest to 67.4%. The table below presents the changes in equity resulting from net loss attributable to Tecogen and transfers to or from noncontrolling interests for the years ended 2011 and 2010.

Net loss attributable to Tecogen Inc. and
Transfers (to) from the Noncontrolling Interest
Years ended December 31,

	2011	2010
Net loss attributable to Tecogen Inc.	\$ (1,574,501)	\$ (355,308)
Transfers (to) from the noncontrolling interest		
Decrease in Tecogen's paid-in capital for purchase of 1,500,000 Ilios common shares	(261,174)	
Net transfers to noncontrolling interest	(261,174)	—
Change from net loss attributable to Tecogen Inc. and transfers to noncontrolling interest	\$ (1,835,675)	\$ (355,308)

Note 12 – Retirement plans

The Company has a defined contribution retirement plan (the "Plan"), which qualifies under Section 401(k) of the Internal Revenue Code (IRC). Under the Plan, employees meeting certain requirements may elect to contribute a percentage of their salary up to the maximum allowed by the IRC. The Company matches a variable amount based on participant

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contributions up to a maximum of 4.5% of each participant's salary. The Company contributed approximately \$115,120 and \$111,100 to the Plan for the years ended December 31, 2011 and 2010.

Note 13 – Related party transactions

The Company has five affiliated companies, namely American DG Energy, EuroSite Power, GlenRose Instruments Inc., or GlenRose Instruments, Pharos LLC, or Pharos, and Levitronix Technologies LLC, or Levitronix. These companies are affiliates because several of the major stockholders of those companies, have a significant ownership position in the Company. American DG Energy, EuroSite Power, GlenRose Instruments, Pharos or Levitronix do not own any shares of the Company, and the Company does not own any shares of American DG Energy, EuroSite Power, GlenRose Instruments, Pharos or Levitronix. The business of GlenRose Instruments, Pharos and Levitronix is not related to the business of the Company.

American DG Energy, EuroSite Power, GlenRose Instruments, Pharos and Levitronix are affiliated companies by virtue of common ownership. The common stockholders include:

- John N. Hatsopoulos, the Company's Chief Executive Officer who is also: (a) the Chief Executive Officer and a director of American DG Energy and holds 11.9% of the company's common stock; (b) the Chairman of EuroSite Power; (c) a director of Ilios and holds 7.3% of the company's common stock; and (d) the Chairman of GlenRose Instruments and holds 15.7% of the company's common stock.
- Dr. George N. Hatsopoulos, who is John N. Hatsopoulos' brother, and is also: (a) a director of American DG Energy and holds 14.5% of the company's common stock; (b) an investor in Ilios and holds 3.3% of the company's common stock; (c) an investor of GlenRose Instruments and holds 15.7% of the company's common stock; (d) an investor of Pharos and holds 24.4% of the company's common stock; and (e) an investor of Levitronix and holds 21.4% of the company's common stock.

Additionally, the following related persons had or may have a direct or indirect material interest in our transactions with our affiliated companies:

- Barry J. Sanders, who is: (a) the President and Chief Operating Officer of American DG Energy, (b) the Chief Executive Officer and a director of EuroSite Power and (c) the Chairman of Ilios.
- Anthony S. Loumidis, the Company's Vice President and Treasurer who is: (a) the Chief Financial Officer Secretary and Treasurer of American DG Energy, (b) the Chief Financial Officer Secretary and Treasurer of EuroSite Power, (c) the Chief Financial Officer Secretary and Treasurer of GlenRose Instruments and (d) the Treasurer of Ilios.

American DG Energy has sales representation rights to the Company's products and services in New England. Revenue from sales of cogeneration and chiller systems, parts and service to American DG Energy during the years ended December 31, 2011 and 2010 amounted to \$713,267 and \$1,658,471, respectively.

On October 20, 2009, American DG Energy, in the ordinary course of its business, signed a Sales Representative Agreement with Ilios to promote, sell and service the Ilios high-efficiency heating products, such as the high efficiency water heater, in the marketing territory of the New England States, including Connecticut, Rhode Island, Massachusetts, New Hampshire, Vermont, and Maine. The marketing territory also includes all of the nations in the European Union. The initial term of this Agreement is for five years, after which it may be renewed for successive one-year terms upon mutual written agreement.

On September 24, 2001, the Company entered into subscription agreements with investors for the sale of convertible debentures. The primary investors were George N. Hatsopoulos, who subscribed for \$200,000 of the debentures, and the John N. Hatsopoulos 1989 Family Trust for the benefit of Mr. Hatsopoulos' adult children, who subscribed for a total amount of \$100,000 of the debentures. The debentures accrue interest at a rate of 6% per annum and are due on September 24, 2007. The debentures are convertible, at the option of George N. Hatsopoulos, and the John N. Hatsopoulos 1989 Family Trust for the benefit of Mr. Hatsopoulos' adult children, into shares of Common Stock at a conversion price of \$0.30 per share.

On September 24, 2007, George N. Hatsopoulos, and the John N. Hatsopoulos 1989 Family Trust for the benefit of Mr. Hatsopoulos' adult children agreed to extend the debenture term to September 24, 2011. On May 11, 2009, George N. Hatsopoulos converted a portion of the principal in the amount of \$109,033 of the debentures and accrued interest in the amount of \$90,967 into 400,000 shares of Common Stock in the Company's newly formed subsidiary, Ilios, at \$0.50 per share. Also, on May 11, 2009, John N. Hatsopoulos converted principal amount of \$427,432 in demand notes payable and accrued interest in

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the amount of \$72,567 into 1,000,000 shares of Ilios Common Stock at \$0.50 per share. The difference between the Company's purchase price of the Ilios shares and the amount of debt forgiveness was recorded as additional paid-in capital.

On September 30, 2009, Joseph J. Ritchie elected to convert \$30,000 of the outstanding principal amount of the debenture, plus accrued interest of \$14,433, into 148,111 shares of Common Stock at a conversion price of \$0.30 per share. On September 24, 2011, George N. Hatsopoulos, and the John N. Hatsopoulos 1989 Family Trust for the benefit of Mr. Hatsopoulos' adult children, agreed to extend their term to September 24, 2013 and requested that accrued interest in the amount of \$72,959 be converted into the Company's Common Stock at \$0.50 per share (which was the average price of the Company's stock from September 24, 2001 to September 24, 2011).

On September 10, 2008 the Company entered into a demand note agreement with John N. Hatsopoulos, in the principal amount of \$250,000 at an annual interest rate of 5%. On September 7, 2011 the Company entered into an additional demand note agreement with John N. Hatsopoulos, in the principal amount of \$750,000 at an annual interest rate of 6%. Unpaid principal and interest on the demand notes is due upon demand.

For additional disclosure on the Company's debt see *Note 7 – Demand notes payable and convertible debentures – related party*.

John N. Hatsopoulos' salary is \$1.00 per year. On average, Mr. Hatsopoulos spends approximately 20% of his business time on the affairs of the Company; however such amount varies widely depending on the needs of the business and is expected to increase as the business of the Company develops.

The Company signed a Facilities and Support Services Agreement with American DG Energy on January 1, 2006, as amended, included as Exhibit 10.6 hereto. The term of the agreement commences as of the start of each year and certain portions of the agreement, including office space allocation, get renewed annually upon mutual written agreement.

The Company subleases portions of its corporate offices and manufacturing facility to sub-tenants under annual sublease agreements. For the years ended December 31, 2011 and 2010, the Company received \$185,596 and \$196,466, respectively, from American DG Energy, Levitronix LLC and Alexandros Partners LLC. In addition, for the years ended December 31, 2011 and 2010 the Company received from the same companies, \$224,700 and \$142,050, respectively, to offset common operating expenses incurred in the administration and maintenance of its corporate office and warehouse facility.

The Company's headquarters are located in Waltham, Massachusetts and consist of 24,000 square feet of office and storage space that are shared with American DG Energy and other tenants. The lease expires on March 31, 2014. We believe that our facilities are appropriate and adequate for our current needs.

Revenue from sales of cogeneration and chiller systems, parts and service to American DG Energy during the years ended December 31, 2011 and 2010 amounted to \$713,267 and \$1,658,471, respectively. In addition, Tecogen pays certain operating expenses, including benefits and insurance, on behalf of American DG Energy. Tecogen was reimbursed for these costs. As of December 31, 2011 and 2010, the total amount due from American DG Energy was \$299,739 and \$98,230, respectively.

Note 14 – Fair value measurements

The Company has categorized its financial assets and liabilities, based on the priority of the inputs to the valuation technique, into a three-level fair value hierarchy as set forth below. If the inputs used to measure the financial instruments fall within different levels of the hierarchy, the categorization is based on the lowest level input that is significant to the fair value measurement the instrument. The three levels of the hierarchy are defined as follows:

Level 1 - Unadjusted quoted prices in active markets for identical assets or liabilities. We currently do not have any Level 1 financial assets or liabilities.

Level 2 - Observable inputs other than quoted prices included in Level 1. Level 2 inputs include quoted prices for identical assets or liabilities in non-active markets, quoted prices for similar assets or liabilities in active markets and inputs other than quoted prices that are observable for substantially the full-term of the asset or liability.

Level 3 - Unobservable inputs reflecting management's own assumptions about the input used in pricing the asset or liability. We currently do not have any Level 3 financial assets or liabilities.

TECOGEN INC.

The following table presents the input level used to determine the fair values of the Company's financial instruments measured at fair value on a recurring basis for the years ended December 31, 2011 and 2010:

	December 31, 2011	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
<u>Assets</u>				
Certificates of deposit	683,428	—	683,428	—
Total Assets	\$ 683,428	\$ —	\$ 683,428	\$ —

	December 31, 2010	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
<u>Assets</u>				
Certificates of deposit	85,000	—	85,000	—
Total Assets	\$ 85,000	\$ —	\$ 85,000	\$ —

The Company determines the fair value of certificates of deposits using information provided by the issuing bank which includes discounted expected cash flow estimates using current market rates offered for deposits with similar remaining maturities.

Note 15 – Income taxes

A reconciliation of the federal statutory income tax provision to the Company's actual provision for the years ended December 31, 2011 and 2010 is as follows:

	2011	2010
Benefit at federal statutory tax rate	\$ 648,000	\$ 185,000
Unbenefited operating losses	(648,000)	(185,000)
Income tax provision	\$ —	\$ —

The components of net deferred tax assets recognized in the accompanying consolidated balance sheets at December 31, 2011 and 2010 are as follows:

	2011	2010
Net operating loss carryforwards	\$ 2,896,000	\$ 2,867,000
Accrued expenses and other	588,000	30,000
Accounts receivable	37,000	—
Inventory	139,000	—
Depreciation	184,000	13,000
	3,844,000	2,910,000
Valuation allowance	(3,844,000)	(2,910,000)
Net deferred tax asset	\$ —	\$ —

As of December 31, 2011, the company has federal loss carryforwards of approximately \$72,480,000, which expire beginning in 2021 through 2031. In addition, the Company has varying amounts of state net operating losses, expiring at various dates starting in 2012 through 2031. The federal net operating losses include approximately \$1,303,000 attributable to the Company's majority owned subsidiary, which can only be used against income of that entity.

During the year, the Company made adjustments to its cumulative temporary differences. This resulted in an increase in total deferred tax assets of \$609,000, with a corresponding increase in the valuation allowance. There was no overall effect of this adjustment on the Company's net deferred tax assets.

TECOGEN INC.

Management has determined that it is more likely than not that the company will not recognize the benefits of the federal and state deferred tax assets and as a result has recorded a valuation allowance against the entire net deferred tax asset. The valuation allowance has increased by \$934,000 during the year ended December 31, 2011. If the company should generate sustained future taxable income, against which these tax attributes may be recognized, some portion or all of the valuation allowance would be reversed.

The Company did not record a benefit for income taxes related to its operating losses for the years ended December 31, 2011 and 2010.

The Company has analyzed its current tax return compliance positions and has determined that no uncertain tax positions have been taken that would require recognition.

Note 16 – Subsequent events

On January 19, 2012, Ilios sold 1,000,000 shares of common stock through a private placement to an accredited investor at \$0.50 per share for net proceeds of \$500,000. As of the date of this prospectus, Tecogen owns a 62.5% interest in Ilios.

On April 12, 2012, Tecogen raised additional funds through a private placement of common stock to an accredited investor. In connection with the private placement, Tecogen sold 250,000 shares of common stock at \$0.80 per share, for net proceeds of \$200,000.

The Company has evaluated subsequent events through the date of this filing and determined that no additional subsequent events occurred that would require recognition in the consolidated financial statements or disclosure in the notes thereto.

TECOGEN INC.

PART II - INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 13. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION.

The following table sets forth our expenses in connection with this registration statement. All of such amounts are estimates, other than the fee payable to the Securities and Exchange Commission.

	Amount
Securities and Exchange Commission registration fee	\$ 2,892
Legal fees and expenses	50,000
Accounting fees and expenses	34,000
Printing and miscellaneous	10,000
Total	\$ 96,892

ITEM 14. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Section 102 of the Delaware General Corporation Law allows a corporation to eliminate the personal liability of directors of a corporation to the corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director, except where the director breached his duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, authorized the payment of a dividend or approved a stock repurchase in violation of Delaware corporate law or obtained an improper personal benefit. We have included such a provision in our amended and restated charter.

Section 145 of the Delaware General Corporation Law provides that a corporation has the power to indemnify a director, officer, employee or agent of the corporation and certain other persons serving at the request of the corporation in related capacities against amounts paid and expenses incurred in connection with an action or proceeding to which he is or she is threatened to be made a party by reason of such position, if such person shall have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, in any criminal proceeding, if such person had no reasonable cause to believe his conduct was unlawful; *provided that*, in the case of actions brought by or in the right of the corporation, no indemnification shall be made with respect to any matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the adjudicating court determines that such indemnification is proper under the circumstances.

Our amended and restated charter includes a provision that eliminates the personal liability of our directors for monetary damages for breach of fiduciary duty as a director, except for liability:

- for any breach of the director's duty of loyalty to the Company or its stockholders;
- for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- under section 174 of the Delaware General Corporation Law regarding unlawful dividends and stock purchases;
- or
- for any transaction from which the director derived an improper personal benefit.

Our amended and restated charter also provides that:

- we must indemnify our directors and officers to the fullest extent permitted by Delaware law;
- we may, to the extent authorized from time to time by our Board of Directors, indemnify our other employees and agents to the same extent that we indemnified our officers and directors; and
- in the event we do not assume the defense in a legal proceeding, we must advance expenses, as incurred, to our directors and executive officers in connection with a legal proceeding to the fullest extent permitted by Delaware law.

The indemnification provisions contained in our amended and restated charter and bylaws are not exclusive of any other rights to which a person may be entitled by law, agreement, vote of stockholders, or disinterested directors or otherwise.

In addition to the indemnification provided for in our restated charter and bylaws, we intend to enter into indemnification agreements with each of our directors and executive officers. Each indemnification agreement will provide that we will indemnify the director or executive officer to the fullest extent permitted by law for claims arising in his or her capacity as our director, officer, employee or agent, provided that he or she acted in good faith and in a manner that he or she reasonably believed to be in, or not opposed to, our best interests and, with respect to any criminal proceeding, had no reasonable cause to believe that his or her conduct was unlawful. In the event that we do not assume the defense of a claim against a director or

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executive officer, we are required to advance his or her expenses in connection with his or her defense, provided that he or she undertakes to repay all amounts advanced if it is ultimately determined that he or she is not entitled to be indemnified by us.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling our Company pursuant to the foregoing provisions, the opinion of the SEC is that such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

In addition, we may maintain insurance on behalf of our directors and executive officers insuring them against any liability asserted against them in their capacities as directors or officers or arising out of such status.

ITEM 15. RECENT SALES OF UNREGISTERED SECURITIES.

Set forth below is information regarding Common Stock issued, warrants issued and stock options granted by the Company during fiscal years 2009 through 2011. Also included is the consideration, if any, we received and information relating to the section of the Securities Act, or rule of the SEC, under which exemption from registration was claimed.

Common Stock and Warrants

On June 17, 2009, the Company raised \$490,000 in a private placement of 980,000 shares of common stock at a price of \$0.50 per share. The private placement was done exclusively by eight accredited investors, representing 2.2% of the total shares then outstanding. Prior to this transaction the company had 45,017,631 shares of common stock outstanding. Included in those shares are 600,000 shares to T.F Richter & Co. LTD, 200,000 shares to Anthony B. Low-Beer, 100,000 shares to Armen Partners, L.P, 20,000 shares to Ernest Aloï, 20,000 shares to Anthony Bellantoni, 20,000 shares to Anthony Ajello, 15,000 shares to Henry Nalbandian, and 5,000 shares to Paul D. Riddle & Rosemarie A. Riddle. Such transactions were exempt from registration under Section 4(a)(2) of the Securities Act and/or under Rule 506 of Regulation D.

On September 4, 2009, the Company raised \$208,000 in a private placement of 320,000 shares of common stock at a price of \$0.65 per share. The private placement was done exclusively by two accredited investors, representing 0.7% of the total shares then outstanding. Prior to this transaction the company had 45,997,631 shares of common stock outstanding. Included in those shares are 300,000 shares to John Paguidas & Vasiliki Paguidas and 20,000 shares to Robert and Lucy Lasseter. Such transactions were exempt from registration under Section 4(a)(2) of the Securities Act and/or under Rule 506 of Regulation D.

On September 30, 2009, Joseph J. Ritchie, a holder of the Company's convertible debentures elected to convert \$30,000 of the outstanding principal amount of the debenture, plus accrued interest of \$14,433, into 148,111 shares of common stock at a conversion price of \$0.30 per share. The conversion of the debenture into shares of common stock represented 0.3% of the total shares then outstanding. Prior to this transaction the company had 46,367,631 shares of common stock outstanding. Such transaction was exempt from registration under Section 3(a)(9) of the Securities Act and/or under Rule 506 of Regulation D.

On March 26, 2010, the Company raised \$142,500 through the exercise of 475,000 warrants of common stock at a price of \$0.30 per share. The warrant exercise was done by three accredited investors representing 1.0% of the total shares then outstanding. Prior to this transaction the company had 46,515,742 shares of common stock outstanding. Included in those shares are 225,000 shares to George N. Hatsopoulos, 225,000 shares to John N. Hatsopoulos and 25,000 shares to Ravinder K. Sakhujia. Such transactions were exempt from registration under Section 4(a)(2) of the Securities Act and/or under Rule 506 of Regulation D.

On October 20, 2010, the Company raised \$1,211,250 in a private placement of 1,863,461 shares of common stock at a price of \$0.65 per share. The private placement was done exclusively by eight accredited investors, representing 4.0% of the total shares then outstanding. Prior to this transaction the company had 46,990,742 shares of common stock outstanding. Included in those shares are 769,231 shares to Nettlestone Enterprises Limited, 769,230 shares to RBC cees Nominees Limited, 150,000 shares to Stephen B. Brodeaur, 100,000 shares to Kenneth G. Eisner, 25,000 shares to Ernest Aloï and Joseph Aloï, 25,000 shares to Ernest Aloï and Catherine Aloï and 25,000 shares to Ernest Aloï and Karen Mauro. Such transactions were exempt from registration under Section 4(a)(2) of the Securities Act and/or under Rule 506 of Regulation D.

On June 10, 2011, the Company raised \$666,075 in a private placement of 1,024,731 shares of common stock at a price of \$0.65 per share. The private placement was done exclusively by twelve accredited investors, representing 2.1% of the total shares then outstanding. Prior to this transaction the company had 48,931,046 shares of common stock outstanding. Included in those shares are 769,231 shares to the Southern California Gas Company, 100,000 shares to Giordano Venzi,

TECOGEN INC.

20,000 shares to Ioannis Retsos, 20,000 shares Vasileios Kakoulidis, 20,000 shares to Sandro Reginelli, 20,000 shares to Jean Skeparnias, 15,000 shares to Franco Venzi, 15,000 shares to Nicola Bianchi, 15,000 shares to Charlotte Maier, 15,000 shares to Fermin Alou, 10,000 shares to Stephano Venzi and 5,500 shares to Athanasios Kyranis. Such transactions were exempt from registration under Section 4(a)(2) of the Securities Act and/or under Rule 506 of Regulation D.

On May 31, 2011, the Company raised \$14,000 in a private placement of 20,000 shares of common stock at a price of \$0.70 per share. The private placement was done by Michael Zuk, Jr. & Gayle Line Zuk JTWROS, an accredited investor representing 0.04% of the total shares then outstanding. Prior to this transaction the company had 49,955,777 shares of common stock outstanding. Such transaction was exempt from registration under Section 4(a)(2) of the Securities Act and/or under Rule 506 of Regulation D.

On September 24, 2011, holders of the Company's convertible debentures elected to convert accrued interest of \$72,959, into 145,917 shares of Common Stock at a conversion price of \$0.50 per share. The conversion was done exclusively by three accredited investors, representing 0.3% of the total shares then outstanding. Prior to this transaction the company had 50,175,777 shares of common stock outstanding. Included in those shares are 25,895 shares to George N. Hatsopoulos, 60,011 shares to Paris and Aliko Nikolaidis, trustees for the John N. Hatsopoulos 1989 Family Trust f/b/o Nia Marie Hatsopoulos and 60,011 shares to Paris and Aliko Nikolaidis, trustees for the John N. Hatsopoulos 1989 Family Trust f/b/o Alexander John Hatsopoulos. Such transaction was exempt from registration under Section 3(a)(9) of the Securities Act and/or under Rule 506 of Regulation D.

On November 30, 2011, the Company raised \$2,937,750 in a private placement of 3,672,188 shares of Common Stock at a price of \$0.80 per share. The private placement was sold exclusively to three accredited investors representing 7.3% of the total shares then outstanding. Prior to this transaction the company had 50,321,694 shares of common stock outstanding. Included in those shares are 2,847,188 shares to RBC cees Nominees Limited, 625,000 shares to Nettlestone Enterprises Limited and 200,000 shares to Jeremy Benjamin. Such transactions were exempt from registration under Section 4(a)(2) of the Securities Act and/or under Rule 506 of Regulation D.

On May 24, 2012, the Company raised \$480,000 in a private placement of 600,000 shares of Common Stock at a price of \$0.80 per share. The private placement was sold exclusively to three accredited investors representing 1.1% of the total shares then outstanding. Prior to this transaction the company had 53,993,882 shares of common stock outstanding. Included in those shares are 250,000 shares to Bruno Meier, 100,000 shares to Hans Schopper and 250,000 shares to Pictet Bank & Trust. Such transactions were exempt from registration under Section 4(a)(2) of the Securities Act and/or under Rule 506 of Regulation D.

On December 3, 2012, the Company raised \$200,000 in a private placement of 250,000 shares of Common Stock at a price of \$0.80 per share. The private placement was done by Bruno Meier, an accredited investor representing 0.5% of the total shares then outstanding. Prior to this transaction the company had 54,934,842 shares of common stock outstanding. Such transaction was exempt from registration under Section 4(a)(2) of the Securities Act and/or under Rule 506 of Regulation D.

Restricted Stock Grants

On May 4, 2009, the Company made a restricted stock grant to a consultant by granting him the right to purchase an aggregate of 50,000 shares of Common Stock at a price of \$0.001 per share. Such transaction was exempt from registration under Section 4(a)(2) of the Securities Act.

On September 15, 2010, the Company made restricted stock grants to three employees by permitting them to purchase an aggregate of 76,843 shares of Common Stock at a price of \$0.001 per share. Such transactions were exempt from registration under Section 4(a)(2) of the Securities Act.

On June 20, 2011, the Company made a restricted stock grant to an employee by granting him the right to purchase an aggregate of 200,000 shares of Common Stock at a price of \$0.001 per share. Such transaction was exempt from registration under the Securities Act under Section 4(a)(2).

Stock Options

On March 11, 2009, the Company granted nonqualified options to purchase 400,000 shares of Common Stock to two employees at \$0.50 per share. The grant of such options was exempt from registration under Rule 701 under the Securities Act.

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On February 18, 2010, the Company granted nonqualified options to purchase 100,000 shares of Common Stock to one employee at \$0.65 per share. The grant of such options was exempt from registration under Rule 701 under the Securities Act.

On February 15, 2011, the Company granted nonqualified options to purchase 1,921,000 shares of the Common Stock to 28 employees at \$0.65 per share. The grant of such options was exempt from registration under Rule 701 under the Securities Act.

No underwriters were involved in the foregoing sales of securities. All purchasers represented to us in connection with their purchase that they were accredited investors and made other customary investment representations. All of the foregoing securities were deemed restricted securities when granted for purposes of the Securities Act.

ITEM 16. EXHIBITS.

The exhibits to the Registration Statement are listed in the Exhibit Index attached hereto and incorporated by reference herein.

ITEM 17. UNDERTAKINGS.

- (a) The undersigned registration hereby undertakes as follows:
- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
 - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;
 - (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement.
 - (iii) To include any material information with respect to the plan of distribution not previously disclosed in this registration statement or any material changes to such information in the registration statement.
 - (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
 - (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
 - (5) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:
 - (ii) If the registrant is subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A (§ 230.430A of this chapter), shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness; provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.
 - (h) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer

TECOGEN INC.

or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

TECOGEN INC.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement on Form S-1 to be signed on its behalf by the undersigned, thereunto duly authorized, in Waltham, Massachusetts on December 21, 2012.

TECOGEN INC.

By: /s/ John N. Hatsopoulos

John N. Hatsopoulos

Chief Executive Officer

POWER OF ATTORNEY AND SIGNATURES

The undersigned officers and directors of the Company hereby constitute and appoint John N. Hatsopoulos, Bonnie J. Brown and Anthony S. Loumidis, and each of them singly, with full power of substitution, our true and lawful attorneys-in-fact and agents to take any actions to enable the Company to comply with the Securities Act, and any rules, regulations and requirements of the SEC, in connection with this registration statement on Form S-1, including the power and authority to sign for us in our names in the capacities indicated below any and all further amendments to this registration statement and any other registration statement filed pursuant to the provisions of Rule 462 under the Securities Act.

Pursuant to the requirements of the Securities Act of 1933, this registration statement on Form S-1 has been signed by the following persons in the capacities and on the dates indicated.

December 21, 2012

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Angelina M. Galiteva</u> Angelina M. Galiteva	Chairman of the Board	December 21, 2012
<u>/s/ John N. Hatsopoulos</u> John N. Hatsopoulos	Chief Executive Officer (Principal Executive Officer) & Director	December 21, 2012
<u>/s/ Bonnie J. Brown</u> Bonnie J. Brown	Chief Financial Officer (Principal Financial and Accounting Officer)	December 21, 2012
<u>/s/ George N. Hatsopoulos</u> George N. Hatsopoulos	Director	December 21, 2012
<u>/s/ Charles T. Maxwell</u> Charles T. Maxwell	Director	December 21, 2012
<u>/s/ Ahmed F. Ghoniem</u> Ahmed F. Ghoniem	Director	December 21, 2012
<u>/s/ Joseph E. Aoun</u> Joseph E. Aoun	Director	December 21, 2012

TECOGEN INC.

EXHIBIT INDEX

Exhibit Number	Description
3.1	Certificate of Incorporation as currently in effect.
3.2*	Certificate of Incorporation to be in effect upon effectiveness of this registration statement.
3.3	Bylaws as currently in effect.
3.4*	Bylaws to be in effect upon effectiveness of this registration statement.
4.1*	Specimen Common Stock Certificate of Tecogen Inc.
4.2	Form of Restricted Stock Purchase Agreement.
4.3+	Form of Stock Option Agreement.
4.4+	Indenture and Form of 6% Convertible Debenture Due 2004, dated September 24, 2001.
5.1*	Opinion of Sullivan & Worcester LLP.
10.4+	Tecogen Inc. 2006 Stock Incentive Plan, as amended on November 10, 2011.
10.5	Form of Tecogen Inc. Subscription Agreement for private placement of Common Stock.
10.6*#	Facilities and Support Services Agreement between American DG Energy Inc. and Tecogen Inc., dated July 1, 2012.
10.7*#	General Motors LLC, Customer Care and Aftersales Agreement, dated November 15, 2011.
10.8	Lease Agreement between Atlantic-Waltham Investment II, LLC, and Tecogen Inc., dated May 14, 2008.
10.9+	Demand Note Agreement with John N. Hatsopoulos.
10.10	Form of Sales Representative Agreement.
10.11**	Supply Agreement with Danotek Motion Technologies, LLC, dated November 30, 2006.
10.12*#	Exclusive License Agreement between Tecogen Inc. and the Wisconsin Alumni Research Foundation, dated February 5, 2007.
10.13*#	Grant Award Number PIR-08-022, dated July 2, 2009.
10.14*#	Sales Representative Agreement between American DG Energy Inc. and Ilios Dynamics, dated October 20, 2009.
14.1	Code of Business Conduct and Ethics to be in effect upon effectiveness of this registration statement.
21.1	List of subsidiaries.
23.1*	Consent of McGladrey LLP.
24.1	Power of Attorney (included on signature page).
99.1	Audit Committee Charter.
99.2	Compensation Committee Charter.
99.3	Nominating and Governance Committee Charter.

* Filed herewith

** To be filed by amendment

Confidential treatment has been requested for portions of this document. The confidential portions will be omitted and filed separately, on a confidential basis, with the Securities and Exchange Commission.

+ Management contract or compensatory plan or agreement

**AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
TECOGEN INC.**

(Originally incorporated on September 15, 2000)

1: The name of the Corporation is Tecogen Inc.

2: The address of the registered office of the Corporation in the State of Delaware is 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle. The name of the Corporation's registered agent at such address is Corporation Service Corporation.

3: The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

4: The total number of shares of all classes of stock that the Corporation shall have authority to issue is 110,000,000, consisting of (i) 100,000,000 shares of Common Stock, \$.001 par value per share ("Common Stock"), and (ii) 10,000,000 shares of Preferred Stock, \$.001 par value per share ("Preferred Stock"), all of which Preferred Stock will be undesignated.

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation.

A. COMMON STOCK.

1. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights of the holders of the Preferred Stock of any series as may be designated by the Board of Directors upon any issuance of the Preferred Stock of any series.

2. Voting. The holders of the Common Stock shall have voting rights at all meetings of stockholders, each such holder being entitled to one vote for each share thereof held by such holder; provided, however, that, except as otherwise required by law, holders of Common Stock shall not be entitled to vote on any amendment to this Certificate of Incorporation (which, as used herein, shall mean the certificate of incorporation of the Corporation, as amended from time to time, including the terms of any certificate of designations of any series of Preferred Stock) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together as a class with the holders of one or more other such series, to vote thereon pursuant to this Certificate of Incorporation. There shall be no cumulative voting.

The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law of the State of Delaware.

3. Dividends. Subject to any preferential dividend or other rights of any then outstanding Preferred Stock, the holders of shares of Common Stock shall be entitled to receive dividends and other distributions (payable in cash, property or capital stock of the Corporation) when, as and if declared thereon by the Board of Directors from time to time out of any assets or funds of the Corporation legally available therefor and shall share equally on a per share basis in such dividends and distributions.

4. Liquidation. Upon any voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, after payment or provision for payment of the debts and other liabilities of the Corporation and subject to any preferential or other rights of any then outstanding Preferred Stock, holders of Common Stock shall

be entitled to receive all the remaining assets of the Corporation available for distribution to its stockholders, ratably in proportion to the number of shares of Common Stock held by them.

B. PREFERRED STOCK.

Preferred Stock may be issued from time to time in one or more series, each of such series to have such terms as stated or expressed herein and in the resolution or resolutions providing for the issue of such series adopted by the Board of Directors of the Corporation as hereinafter provided. Any shares of Preferred Stock that may be redeemed, purchased or acquired by the Corporation may be reissued except as otherwise provided by law.

Authority is hereby expressly granted to the Board of Directors from time to time to issue the Preferred Stock in one or more series, and in connection with the creation of any such series, by adopting a resolution or resolutions providing for the issuance of the shares thereof and by filing a certificate of designations relating thereto in accordance with the General Corporation Law of the State of Delaware, to determine and fix the number of shares of such series and such voting powers, full or limited, or no voting powers, and such designations, preferences and relative participating, optional or other special rights, and qualifications, limitations or restrictions thereof, including dividend rights, conversion rights, redemption privileges and liquidation preferences, as shall be stated and expressed in such resolutions, all to the full extent now or hereafter permitted by the General Corporation Law of the State of Delaware. Without limiting the generality of the foregoing, the resolutions providing for issuance of any series of Preferred Stock may provide that such series shall be superior or rank equally or be junior to any other series of Preferred Stock to the extent permitted by law.

The number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares then outstanding) by the affirmative vote of the holders of a majority of the voting power of the capital stock of the Corporation entitled to vote thereon, voting as a single class, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law of the State of Delaware.

5: Except as otherwise provided herein, the Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute and this Certificate of Incorporation, and except as set forth in Article EIGHTH, all rights conferred upon stockholders, directors or any other persons by and pursuant to this Certificate of Incorporation are granted subject to this reservation.

6: In furtherance and not in limitation of the powers conferred upon it by the General Corporation Law of the State of Delaware, and subject to the terms of any series of Preferred Stock, the Board of Directors shall have the power to adopt, amend, alter or repeal the Bylaws of the Corporation by the affirmative vote of a majority of the directors present at any regular or special meeting of the Board of Directors at which a quorum is present. The stockholders may not adopt, amend, alter or repeal the Bylaws of the Corporation, or adopt any provision inconsistent therewith, unless such action is approved, in addition to any other vote required by this Certificate of Incorporation, by the affirmative vote of the holders of at least two-thirds of the votes that all the stockholders would be entitled to cast in an election of directors or class of directors. Notwithstanding any other provision of law, this Certificate of Incorporation or the Bylaws of the Corporation, and notwithstanding the fact that a lesser percentage may be specified by law, the affirmative vote of the holders of at least two-thirds of the votes that all the stockholders would be entitled to cast in an election of directors or class of directors shall be required to amend, alter or repeal, or to adopt any provision inconsistent with, this Article SIXTH.

7: Except to the extent that the General Corporation Law of the State of Delaware, as the same exists or hereafter may be amended, prohibits the elimination or limitation of liability of directors for breaches of fiduciary duty, no person who is or was a director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty as a director, notwithstanding any provision of law imposing such liability. No amendment to or repeal of this provision by the stockholders of the Corporation or by changes in law, or the adoption of any other provision of this Certificate of Incorporation inconsistent with this Article SEVENTH, unless otherwise required by law, shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of

such director occurring prior to such amendment, repeal or adoption of such inconsistent provision, provided, however, that if the General Corporation Law of the State of Delaware is amended to permit further elimination or limitation of the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware as so amended.

8: The Corporation shall provide indemnification as follows:

1. Actions, Suits and Proceedings Other than by or in the Right of the Corporation. The Corporation shall indemnify each person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was, or has agreed to become, a director or officer of the Corporation, or is or was serving, or has agreed to serve, at the request of the Corporation, as a director, officer, partner, employee or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan) (all such persons being referred to hereafter as an "Indemnitee"), or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees), liabilities, losses, judgments, fines, excise taxes and penalties arising under the Employee Retirement Income Security Act of 1974, and amounts paid in settlement actually and reasonably incurred by or on behalf of Indemnitee in connection with such action, suit or proceeding and any appeal therefrom, if Indemnitee acted in good faith and in a manner that Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that Indemnitee did not act in good faith and in a manner that Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

2. Actions or Suits by or in the Right of the Corporation. The Corporation shall indemnify any Indemnitee who was or is a party to or threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that Indemnitee is or was, or has agreed to become, a director or officer of the Corporation, or is or was serving, or has agreed to serve, at the request of the Corporation, as a director, officer, partner, employee or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan), or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees) and, to the extent permitted by law, amounts paid in settlement actually and reasonably incurred by or on behalf of Indemnitee in connection with such action, suit or proceeding and any appeal therefrom, if Indemnitee acted in good faith and in a manner that Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Corporation, except that no indemnification shall be made under this Section 2 in respect of any claim, issue or matter as to which Indemnitee shall have been adjudged to be liable to the Corporation, unless, and only to the extent, that the Court of Chancery of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of such liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnity for such expenses (including attorneys' fees) that the Court of Chancery of Delaware or such other court shall deem proper.

3. Indemnification for Expenses of Successful Party. Notwithstanding any other provisions of this Article EIGHTH, to the extent that an Indemnitee has been successful, on the merits or otherwise, in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article EIGHTH, or in defense of any claim, issue or matter therein, or on appeal from any such action, suit or proceeding, Indemnitee shall be indemnified against all expenses (including attorneys' fees) actually and reasonably incurred by or on behalf of Indemnitee in connection therewith. Without limiting the foregoing, Indemnitee shall be considered for the purposes hereof to have been wholly successful with respect to any action, suit or proceeding, or in defense of any claim, issue or matter therein or any appeal therefrom, that is disposed of, on the merits or otherwise (including a disposition without prejudice), without (i) the disposition being adverse to Indemnitee, (ii) an adjudication that Indemnitee was liable to the Corporation, (iii) a plea of guilty or nolo contendere by Indemnitee, (iv) an adjudication that

Indemnitee did not act in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and (v) with respect to any criminal proceeding, an adjudication that Indemnitee had reasonable cause to believe his or her conduct was unlawful.

4. Notification and Defense of Claim. As a condition precedent to an Indemnitee's right to be indemnified, such Indemnitee must notify the Corporation in writing as soon as practicable of any action, suit, proceeding or investigation involving such Indemnitee for which indemnity will or could be sought. With respect to any action, suit, proceeding or investigation of which the Corporation is so notified, the Corporation will be entitled to participate therein at its own expense and/or to assume the defense thereof at its own expense, with legal counsel reasonably acceptable to Indemnitee. After notice from the Corporation to Indemnitee of its election so to assume such defense, the Corporation shall not be liable to Indemnitee for any legal or other expenses subsequently incurred by Indemnitee in connection with such action, suit, proceeding or investigation, other than as provided below in this Section 4. Indemnitee shall have the right to employ his or her own counsel in connection with such action, suit, proceeding or investigation, but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of Indemnitee unless (i) the employment of counsel by Indemnitee has been authorized by the Corporation, (ii) counsel to Indemnitee shall have reasonably concluded that there may be a conflict of interest or position on any significant issue between the Corporation and Indemnitee in the conduct of the defense of such action, suit, proceeding or investigation or (iii) the Corporation shall not in fact have employed counsel to assume the defense of such action, suit, proceeding or investigation, in each of which cases the fees and expenses of counsel for Indemnitee shall be at the expense of the Corporation, except as otherwise expressly provided by this Article EIGHTH. The Corporation shall not be entitled, without the consent of Indemnitee, to assume the defense of any claim brought by or in the right of the Corporation or as to which counsel for Indemnitee shall have reasonably made the conclusion provided for in clause (ii) above. The Corporation shall not be required to indemnify Indemnitee under this Article EIGHTH for any amounts paid in settlement of any action, suit, proceeding or investigation effected without its written consent. The Corporation shall not settle any action, suit, proceeding or investigation in any manner that would impose any penalty or limitation on Indemnitee without Indemnitee's written consent. Neither the Corporation nor Indemnitee will unreasonably withhold or delay its consent to any proposed settlement.

5. Advancement of Expenses. Subject to the provisions of Section 6 of this Article EIGHTH, in the event of any threatened or pending action, suit, proceeding or investigation of which the Corporation receives notice under this Article EIGHTH, any expenses (including attorneys' fees) incurred by or on behalf of Indemnitee in defending an action, suit, proceeding or investigation or any appeal therefrom shall be paid by the Corporation in advance of the final disposition of such matter; provided, however, that the payment of such expenses incurred by or on behalf of Indemnitee in advance of the final disposition of such matter shall be made only upon receipt of an undertaking by or on behalf of Indemnitee to repay all amounts so advanced in the event that it shall ultimately be determined by final judicial decision from which there is no further right to appeal that Indemnitee is not entitled to be indemnified by the Corporation as authorized in this Article EIGHTH; and provided, further, that no such advancement of expenses shall be made under this Article EIGHTH if it is determined (in the manner described in Section 6) that (i) Indemnitee did not act in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, or (ii) with respect to any criminal action or proceeding, Indemnitee had reasonable cause to believe his or her conduct was unlawful. Such undertaking shall be accepted without reference to the financial ability of Indemnitee to make such repayment.

6. Procedure for Indemnification and Advancement of Expenses. In order to obtain indemnification or advancement of expenses pursuant to Section 1, 2, 3 or 5 of this Article EIGHTH, an Indemnitee shall submit to the Corporation a written request. Any such indemnification and advancement of expenses shall be made promptly, and in any event within 60 days after receipt by the Corporation of the written request of Indemnitee, except in the case of a claim for an advancement of expenses, the applicable period shall be 30 days, unless (i) the Corporation has assumed the defense pursuant to Section 4 of this Article EIGHTH (and none of the circumstances described in Section 4 of this Article EIGHTH that would nonetheless entitle the Indemnitee to indemnification for the fees and expenses of separate counsel have occurred) or (ii) the Corporation determines within such applicable period that Indemnitee did not meet the applicable standard of conduct set forth in Section 1, 2 or 5 of this Article EIGHTH, as the case may be. Any such indemnification, unless ordered by a

court, shall be made with respect to requests under Section 1 or 2 only as authorized in the specific case upon a determination by the Corporation that the indemnification of Indemnitee is proper because Indemnitee has met the applicable standard of conduct set forth in Section 1 or 2, as the case may be. Such determination shall be made in each instance (a) by a majority vote of the directors of the Corporation consisting of persons who are not at that time parties to the action, suit or proceeding in question (“disinterested directors”), whether or not a quorum, (b) by a committee of disinterested directors designated by majority vote of disinterested directors, whether or not a quorum, (c) if there are no disinterested directors, or if the disinterested directors so direct, by independent legal counsel (who may, to the extent permitted by law, be regular legal counsel to the Corporation) in a written opinion, or (d) by the stockholders of the Corporation.

7. Remedies. The right to indemnification or advancement of expenses as granted by this Article EIGHTH shall be enforceable by Indemnitee in any court of competent jurisdiction. Neither the failure of the Corporation to have made a determination prior to the commencement of such action that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Corporation pursuant to Section 6 of this Article EIGHTH that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct. In any suit brought by Indemnitee to enforce a right to indemnification, or brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall have the burden of proving that Indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article EIGHTH. Indemnitee’s expenses (including attorneys’ fees) reasonably incurred in connection with successfully establishing Indemnitee’s right to indemnification, in whole or in part, in any such proceeding shall also be indemnified by the Corporation. Notwithstanding the foregoing, in any suit brought by Indemnitee to enforce a right to indemnification hereunder it shall be a defense that the Indemnitee has not met any applicable standard for indemnification set forth in the General Corporation Law of the State of Delaware.

8. Limitations. Notwithstanding anything to the contrary in this Article EIGHTH, except as set forth in Section 7 of this Article EIGHTH, the Corporation shall not indemnify an Indemnitee pursuant to this Article EIGHTH in connection with a proceeding (or part thereof) initiated by such Indemnitee unless the initiation thereof was approved by the Board of Directors of the Corporation. Notwithstanding anything to the contrary in this Article EIGHTH, the Corporation shall not indemnify an Indemnitee to the extent such Indemnitee is reimbursed from the proceeds of insurance, and in the event the Corporation makes any indemnification payments to an Indemnitee and such Indemnitee is subsequently reimbursed from the proceeds of insurance, such Indemnitee shall promptly refund indemnification payments to the Corporation to the extent of such insurance reimbursement.

9. Subsequent Amendment. No amendment, termination or repeal of this Article EIGHTH or of the relevant provisions of the General Corporation Law of the State of Delaware or any other applicable laws, or the adoption of any other provision of this Certificate of Incorporation inconsistent with this Article EIGHTH, shall adversely affect or diminish in any way the rights of any Indemnitee to indemnification under the provisions hereof with respect to any action, suit, proceeding or investigation arising out of or relating to any actions, transactions or facts occurring prior to the final adoption of such amendment, termination or repeal (except to the extent such amendment, termination or repeal permits the Corporation to provide broader indemnification rights on a retroactive basis than permitted prior thereto).

10. Other Rights. The indemnification and advancement of expenses provided by this Article EIGHTH shall not be deemed exclusive of any other rights to which an Indemnitee seeking indemnification or advancement of expenses may be entitled under any law (common or statutory), this Certificate of Incorporation, the Bylaws of the Corporation, an agreement or vote of stockholders or disinterested directors or otherwise, both as to action in Indemnitee’s official capacity and as to action in any other capacity while holding office for the Corporation, and shall continue as to an Indemnitee who has ceased to be a director or officer, and shall inure to the benefit of the estate, heirs, executors and administrators of Indemnitee. Nothing contained in this Article EIGHTH shall be deemed to prohibit, and the Corporation is specifically authorized to enter into, agreements with officers and directors providing indemnification rights and procedures different from those set forth in this Article EIGHTH. In addition, the Corporation may, to the extent authorized from time to time by its Board of Directors,

grant indemnification rights to other employees or agents of the Corporation or other persons serving the Corporation and such rights may be equivalent to, or greater or less than, those set forth in this Article EIGHTH.

11. Partial Indemnification. If an Indemnitee is entitled under any provision of this Article EIGHTH to indemnification by the Corporation for some or a portion of the expenses (including attorneys' fees), liabilities, losses, judgments, fines (including excise taxes and penalties arising under the Employee Retirement Income Security Act of 1974) or amounts paid in settlement actually and reasonably incurred by or on behalf of Indemnitee in connection with any action, suit, proceeding or investigation and any appeal therefrom but not, however, for the total amount thereof, the Corporation shall nevertheless indemnify Indemnitee for the portion of such expenses (including attorneys' fees), liabilities, losses, judgments, fines (including excise taxes and penalties arising under the Employee Retirement Income Security Act of 1974) or amounts paid in settlement to which Indemnitee is entitled.

12. Insurance. The Corporation may purchase and maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan) against any expense, liability or loss incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the General Corporation Law of the State of Delaware.

13. Savings Clause. If this Article EIGHTH or any portion hereof shall be held invalid, illegal or unenforceable on any ground whatsoever by any court of competent jurisdiction, (a) the validity, legality and enforceability of the remaining provisions of this Article EIGHTH shall not in any way be effected or impaired thereby; and (b) the Corporation shall nevertheless indemnify each Indemnitee as to any expenses (including attorneys' fees), liabilities, losses, judgments, fines (including excise taxes and penalties arising under the Employee Retirement Income Security Act of 1974) and amounts paid in settlement in connection with any action, suit, proceeding or investigation, whether civil, criminal or administrative, including an action by or in the right of the Corporation, to the fullest extent permitted by any applicable portion of this Article EIGHTH that shall not have been invalidated and to the fullest extent permitted by applicable law, provided further, that to the fullest extent possible, the provisions of this Article EIGHTH (including, without limitation, each such portion of this Article EIGHTH containing any such provisions held to be invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

14. Definitions. Terms used herein and defined in Section 145(h) and Section 145(i) of the General Corporation Law of the State of Delaware shall have the respective meanings assigned to such terms in such Section 145(h) and Section 145(i).

9: This Article NINTH is inserted for the management of the business and for the conduct of the affairs of the Corporation.

1. General Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

2. Number of Directors; Election of Directors. Subject to the rights of holders of any series of Preferred Stock to elect directors, the number of directors of the Corporation shall be established by the Board of Directors. Election of directors need not be by written ballot, except as and to the extent provided in the Bylaws of the Corporation.

3. Classes of Directors. Subject to the rights of holders of any series of Preferred Stock to elect directors, the Board of Directors shall consist of only one class.

4. Term of Office. Subject to the rights of holders of any series of Preferred Stock to elect directors, each director shall serve for a term ending on the date of the next annual meeting following the annual meeting at which such director was elected; provided that the term of any person who is a director of the Corporation on the date of filing of this Amended and Restated Certificate of Incorporation with the Secretary of State of Delaware

shall expire at the Corporation's annual meeting of stockholders held in 2013; and provided further that the term of each director shall continue until the election and qualification of his successor and be subject to his earlier death, resignation or removal.

5. Quorum. The greater of (a) a majority of the directors at any time in office and (b) one-third of the number of directors fixed pursuant to Section 2 of this Article NINTH shall constitute a quorum of the Board of Directors. If at any meeting of the Board of Directors there shall be less than such a quorum, a majority of the directors present may adjourn the meeting from time to time without further notice other than announcement at the meeting, until a quorum shall be present.

6. Action at Meeting. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors unless a greater number is required by law or by this Certificate of Incorporation.

7. Removal. Subject to the rights of holders of any series of Preferred Stock, directors of the Corporation may be removed only for cause and only by the affirmative vote of the holders of at least two-thirds of the votes that all the stockholders would be entitled to cast in an election of directors or class of directors.

8. Vacancies. Subject to the rights of holders of any series of Preferred Stock, any vacancies or newly-created directorships in the Board of Directors, however occurring, shall be filled only by vote of a majority of the directors then in office, although less than a quorum, or by a sole remaining director and shall not be filled by the stockholders. A director elected to fill a vacancy or to fill a position resulting from a newly-created directorship shall hold office as set forth in Section 4 of this Article NINTH.

9. Stockholder Nominations and Introduction of Business, Etc. Advance notice of stockholder nominations for election of directors and other business to be brought by stockholders before a meeting of stockholders shall be given in the manner provided by the Bylaws of the Corporation.

10. Amendments to Article. Notwithstanding any other provision of law, this Certificate of Incorporation or the Bylaws of the Corporation, and notwithstanding the fact that a lesser percentage may be specified by law, the affirmative vote of the holders of at least two-thirds of the votes that all the stockholders would be entitled to cast in an election of directors or class of directors shall be required to amend or repeal, or to adopt any provision inconsistent with, this Article NINTH.

10: Notwithstanding any other provision of law, this Certificate of Incorporation or the Bylaws of the Corporation, and notwithstanding the fact that a lesser percentage may be specified by law, the affirmative vote of the holders of at least two-thirds of the votes that all the stockholders would be entitled to cast in an election of directors or class of directors shall be required to amend or repeal, or to adopt any provision inconsistent with, this Article TENTH.

11: Special meetings of stockholders for any purpose or purposes may be called at any time by the Board of Directors, the Chairman of the Board or the Chief Executive Officer, but such special meetings may not be called by any other person or persons. Business transacted at any special meeting of stockholders shall be limited to matters relating to the purpose or purposes stated in the notice of meeting. Notwithstanding any other provision of law, this Certificate of Incorporation or the Bylaws of the Corporation, and notwithstanding the fact that a lesser percentage may be specified by law, the affirmative vote of the holders of at least two-thirds of the votes that all the stockholders would be entitled to cast in an election of directors or class of directors shall be required to amend or repeal, or to adopt any provision inconsistent with, this Article ELEVENTH.

IN WITNESS WHEREOF, this Restated Certificate of Incorporation, which restates, integrates and amends the certificate of incorporation of the Corporation, and which has been duly adopted in accordance with Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware, has been executed by its duly authorized officer on __, 2012.

TECOGEN INC.

By: _____
John N. Hatsopoulos
Chief Executive Officer

**AMENDED AND RESTATED BYLAWS
OF
TECOGEN INC.**

Adopted [•], 2012,

to be effective upon the effectiveness of the company's registration statement on Form S-1

ARTICLE I - STOCKHOLDERS

1.1 Place of Meetings. All meetings of stockholders shall be held at such place as may be designated from time to time by the Board of Directors, the Chairman of the Board, the Chief Executive Officer or the President or, if not so designated, at the principal office of the corporation.

1.2 Annual Meeting. The annual meeting of stockholders for the election of directors and for the transaction of such other business as may properly be brought before the meeting shall be held on a date and at a time designated by the Board of Directors, the Chairman of the Board, the Chief Executive Officer or the President (which date shall not be a legal holiday in the place where the meeting is to be held).

1.3 Special Meetings. Special meetings of stockholders for any purpose or purposes may be called at any time only by the Board of Directors, the Chairman of the Board or the Chief Executive Officer, and may not be called by any other person or persons. The Board of Directors may postpone or reschedule any previously scheduled special meeting of stockholders. Business transacted at any special meeting of stockholders shall be limited to matters relating to the purpose or purposes stated in the notice of meeting.

1.4 Notice of Meetings. Except as otherwise provided by law, notice of each meeting of stockholders, whether annual or special, shall be given not less than 10 nor more than 60 days before the date of the meeting to each stockholder entitled to vote at such meeting. Without limiting the manner by which notice otherwise may be given to stockholders, any notice shall be effective if given by a form of electronic transmission consented to (in a manner consistent with the General Corporation Law of the State of Delaware) by the stockholder to whom the notice is given. The notices of all meetings shall state the place, date and time of the meeting and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting. The notice of a special meeting shall state, in addition, the purpose or purposes for which the meeting is called. If notice is given by mail, such notice shall be deemed given when deposited in the United States mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the corporation. If notice is given by electronic transmission, such notice shall be deemed given at the time specified in Section 232 of the General Corporation Law of the State of Delaware.

1.5 Voting List. The Secretary shall prepare, at least 10 days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, for a period of at least 10 days prior to the meeting: (a) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (b) during ordinary business hours, at the principal place of business of the corporation. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. The list shall presumptively determine the identity of the stockholders entitled to vote at the meeting and the number of shares held by each of them.

1.6 Quorum. Except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, the holders of a majority in voting power of the shares of the capital stock of the corporation issued and outstanding and entitled to vote at the meeting, present in person, present by means of remote communication in a

manner, if any, authorized by the Board of Directors in its sole discretion, or represented by proxy, shall constitute a quorum for the transaction of business; provided, however, that where a separate vote by a class or classes or series of capital stock is required by law or the Certificate of Incorporation, the holders of a majority in voting power of the shares of such class or classes or series of the capital stock of the corporation issued and outstanding and entitled to vote on such matter, present in person, present by means of remote communication in a manner, if any, authorized by the Board of Directors in its sole discretion, or represented by proxy, shall constitute a quorum entitled to take action with respect to the vote on such matter. A quorum, once established at a meeting, shall not be broken by the withdrawal of enough votes to leave less than a quorum.

1.7 Adjournments. Any meeting of stockholders may be adjourned from time to time to any other time and to any other place at which a meeting of stockholders may be held under these Bylaws by the chairman of the meeting or by the stockholders present or represented at the meeting and entitled to vote, although less than a quorum. It shall not be necessary to notify any stockholder of any adjournment of less than 30 days if the time and place of the adjourned meeting, and the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting, are announced at the meeting at which adjournment is taken, unless after the adjournment a new record date is fixed for the adjourned meeting. At the adjourned meeting, the corporation may transact any business that might have been transacted at the original meeting.

1.8 Voting and Proxies. Each stockholder shall have one vote for each share of stock entitled to vote held of record by such stockholder and a proportionate vote for each fractional share so held, unless otherwise provided by law or the Certificate of Incorporation. Each stockholder of record entitled to vote at a meeting of stockholders may vote in person (including by means of remote communications, if any, by which stockholders may be deemed to be present in person and vote at such meeting) or may authorize another person or persons to vote for such stockholder by a proxy executed or transmitted in a manner permitted by the General Corporation Law of the State of Delaware by the stockholder or such stockholder's authorized agent and delivered (including by electronic transmission) to the Secretary of the corporation. No such proxy shall be voted upon after three years from the date of its execution, unless the proxy expressly provides for a longer period.

1.9 Action at Meeting. When a quorum is present at any meeting, any matter other than the election of directors to be voted upon by the stockholders at such meeting shall be decided by the vote of the holders of shares of stock having a majority in voting power of the votes cast by the holders of all of the shares of stock present or represented at the meeting and voting affirmatively or negatively on such matter (or if there are two or more classes or series of stock entitled to vote as separate classes, then in the case of each such class or series, the holders of a majority in voting power of the shares of stock of that class or series present or represented at the meeting and voting affirmatively or negatively on such matter), except when a different vote is required by law, the Certificate of Incorporation or these Bylaws. When a quorum is present at any meeting, any election by stockholders of directors shall be determined by a plurality of the votes cast by the stockholders entitled to vote on the election.

1.10 Nomination of Directors.

a. Except for (1) any directors entitled to be elected by the holders of preferred stock, (2) any directors elected in accordance with Section 2.9 hereof by the Board of Directors to fill vacancies or newly-created directorships or (3) as otherwise required by applicable law or stock exchange regulation, at any meeting of stockholders, only persons who are nominated in accordance with the procedures in this Section 1.10 shall be eligible for election as directors. Nomination for election to the Board of Directors at a meeting of stockholders may be made (i) by or at the direction of the Board of Directors or (ii) by any stockholder of the corporation who (x) timely complies with the notice procedures in Section 1.10(b), (y) is a stockholder of record on the date of the giving of such notice and on the record date for the determination of stockholders entitled to vote at such meeting and (z) is entitled to vote at such meeting.

b. To be timely, a stockholder's notice must be received in writing by the Secretary at the principal executive offices of the corporation as follows: (1) in the case of an election of directors at an annual meeting of stockholders, not less than 90 days nor more than 120 days prior to the first anniversary of the

preceding year's annual meeting; provided, however, that (x) in the case of the annual meeting of stockholders of the corporation to be held in 2013 or (y) in the event that the date of the annual meeting in any other year is advanced by more than 20 days, or delayed by more than 60 days, from the first anniversary of the preceding year's annual meeting, a stockholder's notice must be so received not earlier than the 120th day prior to such annual meeting and not later than the close of business on the later of (A) the 90th day prior to such annual meeting and (B) the tenth day following the day on which notice of the date of such annual meeting was mailed or public disclosure of the date of such annual meeting was made, whichever first occurs; or (2) in the case of an election of directors at a special meeting of stockholders, provided that the Board of Directors, the Chairman of the Board or the Chief Executive Officer has determined, in accordance with Section 1.3, that directors shall be elected at such special meeting and provided further that the nomination made by the stockholder is for one of the director positions that the Board of Directors, the Chairman of the Board or the Chief Executive Officer, as the case may be, has determined will be filled at such special meeting, not earlier than the 120th day prior to such special meeting and not later than the close of business on the later of (x) the 90th day prior to such special meeting and (y) the tenth day following the day on which notice of the date of such special meeting was mailed or public disclosure of the date of such special meeting was made, whichever first occurs. In no event shall the adjournment or postponement of a meeting (or the public disclosure thereof) commence a new time period (or extend any time period) for the giving of a stockholder's notice.

The stockholder's notice to the Secretary shall set forth: (A) as to each proposed nominee (1) such person's name, age, business address and, if known, residence address, (2) such person's principal occupation or employment, (3) the class and series and number of shares of stock of the corporation that are, directly or indirectly, owned, beneficially or of record, by such person, (4) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three years, and any other material relationships, between or among (x) the stockholder, the beneficial owner, if any, on whose behalf the nomination is being made and the respective affiliates and associates of, or others acting in concert with, such stockholder and such beneficial owner, on the one hand, and (y) each proposed nominee, and his or her respective affiliates and associates, or others acting in concert with such nominee(s), on the other hand, including all information that would be required to be disclosed pursuant to Item 404 of Regulation S-K if the stockholder making the nomination and any beneficial owner on whose behalf the nomination is made or any affiliate or associate thereof or person acting in concert therewith were the "registrant" for purposes of such Item and the proposed nominee were a director or executive officer of such registrant, and (5) any other information concerning such person that must be disclosed as to nominees in proxy solicitations pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended (the "Exchange Act"); and (B) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination is being made (1) the name and address of such stockholder, as they appear on the corporation's books, and of such beneficial owner, (2) the class and series and number of shares of stock of the corporation that are, directly or indirectly, owned, beneficially or of record, by such stockholder and such beneficial owner, (3) a description of any agreement, arrangement or understanding between or among such stockholder and/or such beneficial owner and each proposed nominee and any other person or persons (including their names) pursuant to which the nomination(s) are being made or who may participate in the solicitation of proxies in favor of electing such nominee(s), (4) a description of any agreement, arrangement or understanding (including any derivative or short positions, swaps, profit interests, options, warrants, convertible securities, stock appreciation or similar rights, hedging transactions, and borrowed or loaned shares) that has been entered into by, or on behalf of, such stockholder or such beneficial owner, the effect or intent of which is to mitigate loss to, manage risk or benefit of share price changes for, or increase or decrease the voting power of, such stockholder or such beneficial owner with respect to shares of stock of the corporation, (5) any other information relating to such stockholder and such beneficial owner that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for the election of directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder, (6) a representation that such stockholder intends to appear in person or by proxy at the meeting to nominate the person(s) named in its notice and (7) a representation whether such stockholder and/or such beneficial owner intends or is part of a group that intends (x) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the corporation's outstanding capital stock reasonably believed by such stockholder or such beneficial owner to be sufficient to elect the nominee (and such representation shall be included in any such proxy statement and form of proxy) and/or (y) otherwise to solicit

proxies from stockholders in support of such nomination (and such representation shall be included in any such solicitation materials). Not later than 10 days after the record date for the meeting, the information required by items (A)(1)-(5) and (B)(1)-(5) of the prior sentence shall be supplemented by the stockholder giving the notice to provide updated information as of the record date. In addition, to be effective, the stockholder's notice must be accompanied by the written consent of the proposed nominee to serve as a director if elected. The corporation may require any proposed nominee to furnish such other information as the corporation may reasonably require to determine the eligibility of such proposed nominee to serve as a director of the corporation or whether such nominee would be independent under applicable Securities and Exchange Commission and stock exchange rules and the corporation's publicly disclosed corporate governance guidelines. A stockholder shall not have complied with this Section 1.10(b) if the stockholder (or beneficial owner, if any, on whose behalf the nomination is made) solicits or does not solicit, as the case may be, proxies in support of such stockholder's nominee in contravention of the representations with respect thereto required by this Section 1.10.

c. The chairman of any meeting shall have the power and duty to determine whether a nomination was made in accordance with the provisions of this Section 1.10 (including whether the stockholder or beneficial owner, if any, on whose behalf the nomination is made solicited (or is part of a group that solicited) or did not so solicit, as the case may be, proxies in support of such stockholder's nominee in compliance with the representations with respect thereto required by this Section 1.10), and if the chairman should determine that a nomination was not made in accordance with the provisions of this Section 1.10, the chairman shall so declare to the meeting and such nomination shall not be brought before the meeting.

d. Except as otherwise required by applicable law, nothing in this Section 1.10 shall obligate the corporation or the Board of Directors to include in any proxy statement or other stockholder communication distributed on behalf of the corporation or the Board of Directors information with respect to any nominee for director submitted by a stockholder.

e. Notwithstanding the foregoing provisions of this Section 1.10, unless otherwise required by law, if the stockholder (or a qualified representative of the stockholder) does not appear at the meeting to present a nomination, such nomination shall not be brought before the meeting, notwithstanding that proxies in respect of such nominee may have been received by the corporation. For purposes of this Section 1.10, to be considered a "qualified representative of the stockholder", a person must be authorized by a written instrument executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such written instrument or electronic transmission, or a reliable reproduction of the written instrument or electronic transmission, at the meeting of stockholders.

f. For purposes of this Section 1.10, "public disclosure" shall include disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act.

1.11 Notice of Business at Annual Meetings

a. At any annual meeting of the stockholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting, business must be (1) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors, (2) otherwise properly brought before the meeting by or at the direction of the Board of Directors, or (3) properly brought before the meeting by a stockholder. For business to be properly brought before an annual meeting by a stockholder, (i) if such business relates to the nomination of a person for election as a director of the corporation, the procedures in Section 1.10 must be complied with and (ii) if such business relates to any other matter, the business must constitute a proper matter under Delaware law for stockholder action and the stockholder must (x) have given timely notice thereof in writing to the Secretary in accordance with the procedures in Section 1.11(b), (y) be a stockholder of record on the date of the giving of such notice and on the record date for the determination of stockholders entitled to vote at such annual meeting and (z) be entitled to vote at such annual meeting.

b. To be timely, a stockholder's notice must be received in writing by the Secretary at the principal executive offices of the corporation not less than 90 days nor more than 120 days prior to the first anniversary of the preceding year's annual meeting; provided, however, that (1) in the case of the annual meeting of stockholders of the corporation to be held in 2013 or (2) in the event that the date of the annual meeting in any other year is advanced by more than 20 days, or delayed by more than 60 days, from the first anniversary of the preceding year's annual meeting, a stockholder's notice must be so received not earlier than the 120th day prior to such annual meeting and not later than the close of business on the later of (x) the 90th day prior to such annual meeting and (y) the tenth day following the day on which notice of the date of such annual meeting was mailed or public disclosure of the date of such annual meeting was made, whichever first occurs. In no event shall the adjournment or postponement of an annual meeting (or the public disclosure thereof) commence a new time period (or extend any time period) for the giving of a stockholder's notice.

The stockholder's notice to the Secretary shall set forth: (A) as to each matter the stockholder proposes to bring before the annual meeting (1) a brief description of the business desired to be brought before the annual meeting, (2) the text of the proposal (including the exact text of any resolutions proposed for consideration and, in the event that such business includes a proposal to amend the Bylaws, the exact text of the proposed amendment), and (3) the reasons for conducting such business at the annual meeting, and (B) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the proposal is being made (1) the name and address of such stockholder, as they appear on the corporation's books, and of such beneficial owner, (2) the class and series and number of shares of stock of the corporation that are, directly or indirectly, owned, beneficially or of record, by such stockholder and such beneficial owner, (3) a description of any material interest of such stockholder or such beneficial owner and the respective affiliates and associates of, or others acting in concert with, such stockholder or such beneficial owner in such business, (4) a description of any agreement, arrangement or understanding between or among such stockholder and/or such beneficial owner and any other person or persons (including their names) in connection with the proposal of such business or who may participate in the solicitation of proxies in favor of such proposal, (5) a description of any agreement, arrangement or understanding (including any derivative or short positions, swaps, profit interests, options, warrants, convertible securities, stock appreciation or similar rights, hedging transactions, and borrowed or loaned shares) that has been entered into by, or on behalf of, such stockholder or such beneficial owner, the effect or intent of which is to mitigate loss to, manage risk or benefit of share price changes for, or increase or decrease the voting power of, such stockholder or such beneficial owner with respect to shares of stock of the corporation, (6) any other information relating to such stockholder and such beneficial owner that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for the business proposed pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder, (7) a representation that such stockholder intends to appear in person or by proxy at the annual meeting to bring such business before the meeting and (8) a representation whether such stockholder and/or such beneficial owner intends or is part of a group that intends (x) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the corporation's outstanding capital stock required to approve or adopt the proposal (and such representation shall be included in any such proxy statement and form of proxy) and/or (y) otherwise to solicit proxies from stockholders in support of such proposal (and such representation shall be included in any such solicitation materials). Not later than 10 days after the record date for the meeting, the information required by Items (A)(3) and (B)(1)-(6) of the prior sentence shall be supplemented by the stockholder giving the notice to provide updated information as of the record date. Notwithstanding anything in these Bylaws to the contrary, no business shall be conducted at any annual meeting of stockholders except in accordance with the procedures in this Section 1.11; provided that any stockholder proposal that complies with Rule 14a-8 of the proxy rules (or any successor provision) promulgated under the Exchange Act and is to be included in the corporation's proxy statement for an annual meeting of stockholders shall be deemed to comply with the notice requirements of this Section 1.11. A stockholder shall not have complied with this Section 1.11(b) if the stockholder (or beneficial owner, if any, on whose behalf the proposal is made) solicits or does not solicit, as the case may be, proxies in support of such stockholder's proposal in contravention of the representations with respect thereto required by this Section 1.11.

c. The chairman of any annual meeting shall have the power and duty to determine whether business was properly brought before the annual meeting in accordance with the provisions of this Section 1.11 (including whether the stockholder or beneficial owner, if any, on whose behalf the proposal is made solicited (or is part of a group that solicited) or did not so solicit, as the case may be, proxies in support of such stockholder's

proposal in compliance with the representation with respect thereto required by this Section 1.11), and if the chairman should determine that business was not properly brought before the annual meeting in accordance with the provisions of this Section 1.11, the chairman shall so declare to the meeting and such business shall not be brought before the annual meeting.

d. Except as otherwise required by law, nothing in this Section 1.11 shall obligate the corporation or the Board of Directors to include in any proxy statement or other stockholder communication distributed on behalf of the corporation or the Board of Directors information with respect to any proposal submitted by a stockholder.

e. Notwithstanding the foregoing provisions of this Section 1.11, unless otherwise required by applicable law, if the stockholder (or a qualified representative of the stockholder) does not appear at the annual meeting to present business, such business shall not be considered, notwithstanding that proxies in respect of such business may have been received by the corporation.

f. For purposes of this Section 1.11, the terms “qualified representative of the stockholder” and “public disclosure” shall have the same meaning as in Section 1.10.

1.12 Conduct of Meetings.

a. Unless otherwise provided by the Board of Directors, meetings of stockholders shall be presided over by the Chairman of the Board, if any, or in the Chairman’s absence by the Vice Chairman of the Board, if any, or in the Vice Chairman’s absence by the Chief Executive Officer, or in the Chief Executive Officer’s absence by the President, or in the President’s absence by a Vice President, or in the absence of all of the foregoing persons by a chairman designated by the Board of Directors. The Secretary shall act as secretary of the meeting, but in the Secretary’s absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

b. The Board of Directors may adopt by resolution such rules, regulations and procedures for the conduct of any meeting of stockholders of the corporation as it shall deem appropriate including, without limitation, such guidelines and procedures as it may deem appropriate regarding the participation by means of remote communication of stockholders and proxyholders not physically present at a meeting. Except to the extent inconsistent with such rules, regulations and procedures as adopted by the Board of Directors, the chairman of any meeting of stockholders shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chairman of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders of record of the corporation, their duly authorized and constituted proxies or such other persons as shall be determined; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by participants. Unless and to the extent determined by the Board of Directors or the chairman of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

c. The chairman of the meeting shall announce at the meeting when the polls for each matter to be voted upon at the meeting will be opened and closed. After the polls close, no ballots, proxies or votes or any revocations or changes thereto may be accepted.

d. In advance of any meeting of stockholders, the Board of Directors, the Chairman of the Board, the Chief Executive Officer or the President shall appoint one or more inspectors of election to act at the meeting and make a written report thereof. One or more other persons may be designated as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is present, ready and willing to act at a meeting of stockholders, the chairman of the meeting shall appoint one or more inspectors to act at the meeting. Unless otherwise required by law, inspectors may be officers, employees or agents of the corporation. Each inspector,

before entering upon the discharge of such inspector's duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of such inspector's ability. The inspector shall have the duties prescribed by law and shall take charge of the polls and, when the vote is completed, shall make a certificate of the result of the vote taken and of such other facts as may be required by law. Every vote taken by ballots shall be counted by a duly appointed inspector or duly appointed inspectors.

ARTICLE II - DIRECTORS

2.1 General Powers. The business and affairs of the corporation shall be managed by or under the direction of a Board of Directors, who may exercise all of the powers of the corporation except as otherwise provided by applicable law or the Certificate of Incorporation.

2.2 Number, Election and Qualification. Subject to the rights of holders of any series of Preferred Stock to elect directors, the number of directors of the corporation shall be established by the Board of Directors. Election of directors need not be by written ballot. Directors need not be stockholders of the corporation.

2.3 Chairman of the Board; Vice Chairman of the Board. The Board of Directors may appoint from its members a Chairman of the Board and a Vice Chairman of the Board, neither of whom need be an employee or officer of the corporation. If the Board of Directors appoints a Chairman of the Board, such Chairman shall perform such duties and possess such powers as are assigned by the Board of Directors and, if the Chairman of the Board is also designated as the corporation's Chief Executive Officer, shall have the powers and duties of the Chief Executive Officer prescribed in Section 3.7 of these Bylaws. If the Board of Directors appoints a Vice Chairman of the Board, such Vice Chairman shall perform such duties and possess such powers as are assigned by the Board of Directors or the Chairman of the Board. Unless otherwise provided by the Board of Directors, the Chairman of the Board or, in the Chairman's absence, the Vice Chairman of the Board, if any, shall preside at all meetings of the Board of Directors and stockholders.

2.4 Classes of Directors. Subject to the rights of holders of any series of Preferred Stock to elect directors, the Board of Directors consist of one class.

2.5 Terms of Office. Subject to the rights of holders of any series of Preferred Stock to elect directors, each director shall serve for a term ending on the date of the next annual meeting of stockholders following the annual meeting of stockholders at which such director was elected, provided that the term of each director shall continue until the election and qualification of his or her successor and be subject to his or her earlier death, resignation or removal.

2.6 Quorum. The greater of (a) a majority of the directors at any time in office and (b) one-third of the number of directors established by the Board of Directors pursuant to Section 2.2 of these Bylaws shall constitute a quorum of the Board of Directors. If at any meeting of the Board of Directors there shall be less than such a quorum, a majority of the directors present may adjourn the meeting from time to time without further notice other than announcement at the meeting, until a quorum shall be present.

2.7 Action at Meeting. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, unless a greater number is required by law or by the Certificate of Incorporation.

2.8 Removal. Subject to the rights of holders of any series of Preferred Stock, directors of the corporation may be removed only for cause and only by the affirmative vote of the holders of at least two-thirds of the votes that all the stockholders would be entitled to cast in an election of directors or class of directors.

2.9 Vacancies. Subject to the rights of holders of any series of Preferred Stock, vacancies or newly-created directorships on the Board of Directors, however occurring, shall be filled only by vote of a majority of the directors then in office, although less than a quorum, or by a sole remaining director and shall not be filled by the stockholders. A director elected to fill a vacancy shall hold office for the term of such director's predecessor, and a director elected to fill a newly-created director position shall hold until the next annual meeting of

stockholders, in each case subject to the election and qualification of a successor or until such director's earlier death, resignation or removal.

2.10 Resignation. Any director may resign by delivering a resignation in writing or by electronic transmission to the corporation at its principal office or to the Chairman of the Board, the Chief Executive Officer, the President or the Secretary. Such resignation shall be effective upon delivery unless it is specified to be effective at some later time or upon the happening of some later event.

2.11 Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and place as shall be determined from time to time by the Board of Directors; provided that any director who is absent when such a determination is made shall be given notice of the determination. A regular meeting of the Board of Directors may be held without notice immediately after and at the same place as the annual meeting of stockholders.

2.12 Special Meetings. Special meetings of the Board of Directors may be held at any time and place designated in a call by the Chairman of the Board, the Chief Executive Officer, the President, two or more directors, or by one director in the event that there is only a single director in office.

2.13 Notice of Special Meetings. Notice of the date, place and time of any special meeting of directors shall be given to each director by the Secretary or by the officer or one of the directors calling the meeting. Notice shall be duly given to each director (a) in person or by telephone at least 24 hours in advance of the meeting, (b) by sending written notice by reputable overnight courier, telecopy, facsimile or electronic transmission, or delivering written notice by hand, to such director's last known business, home or electronic transmission address at least 48 hours in advance of the meeting, or (c) by sending written notice by first-class mail to such director's last known business or home address at least 72 hours in advance of the meeting. A notice or waiver of notice of a meeting of the Board of Directors need not specify the purposes of the meeting.

2.14 Meetings by Conference Communications Equipment. Directors may participate in meetings of the Board of Directors or any committee thereof by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation by such means shall constitute presence in person at such meeting.

2.15 Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board of Directors or committee, as the case may be, consent to the action in writing or by electronic transmission, and the written consents or electronic transmissions are filed with the minutes of proceedings of the Board of Directors or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

2.16 Committees. The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the corporation with such lawfully delegable powers and duties as the Board of Directors thereby confers, to serve at the pleasure of the Board of Directors. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members of the committee present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors and subject to the provisions of law, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation and may authorize the seal of the corporation to be affixed to all papers that may require it. Each such committee shall keep minutes and make such reports as the Board of Directors may from time to time request. Except as the Board of Directors may otherwise determine, any committee may make rules for the conduct of its business, but unless otherwise provided by the directors or in such rules, its business shall be conducted as nearly as possible in the same manner as is provided in these Bylaws for the Board of Directors. Except as otherwise provided in the Certificate of Incorporation, these Bylaws, or the resolution of the

Board of Directors designating the committee, a committee may create one or more subcommittees, each subcommittee to consist of one or more members of the committee, and delegate to a subcommittee any or all of the powers and authority of the committee.

2.17 Compensation of Directors. Directors may be paid such compensation for their services and such reimbursement for expenses of attendance at meetings as the Board of Directors may from time to time determine. No such payment shall preclude any director from serving the corporation or any of its parent or subsidiary entities in any other capacity and receiving compensation for such service.

ARTICLE III - OFFICERS

3.1 Titles. The officers of the corporation shall consist of a Chief Executive Officer, a President, a Secretary, a Treasurer and such other officers with such other titles as the Board of Directors shall determine, which may include one or more Vice Presidents, Assistant Treasurers and Assistant Secretaries. The Board of Directors may appoint such other officers as it may deem appropriate.

3.2 Election. The Chief Executive Officer, President, Treasurer and Secretary shall be elected annually by the Board of Directors at its first meeting following the annual meeting of stockholders. Other officers may be appointed by the Board of Directors at such meeting or at any other meeting.

3.3 Qualification. No officer need be a stockholder. Any two or more offices may be held by the same person.

3.4 Tenure. Except as otherwise provided by law, by the Certificate of Incorporation or by these Bylaws, each officer shall hold office until such officer's successor is elected and qualified, unless a different term is specified in the resolution electing or appointing such officer, or until such officer's earlier death, resignation or removal.

3.5 Resignation and Removal. Any officer may resign by delivering a written resignation to the corporation at its principal office or to the Chief Executive Officer, the President or the Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some later time or upon the happening of some later event. Any officer may be removed at any time, with or without cause, by vote of a majority of the directors then in office. Except as the Board of Directors may otherwise determine, no officer who resigns or is removed shall have any right to any compensation as an officer for any period following such officer's resignation or removal, or any right to damages on account of such removal, whether such officer's compensation be by the month or by the year or otherwise, unless such compensation is expressly provided for in a duly authorized written agreement with the corporation.

3.6 Vacancies. The Board of Directors may fill any vacancy occurring in any office for any reason and may, in its discretion, leave unfilled for such period as it may determine any offices other than those of Chief Executive Officer, President, Treasurer and Secretary. Each such successor shall hold office for the unexpired term of such officer's predecessor and until a successor is elected and qualified, or until such officer's earlier death, resignation or removal.

3.7 President; Chief Executive Officer. Unless the Board of Directors has designated another person as the corporation's Chief Executive Officer, the President shall be the Chief Executive Officer of the corporation. The Chief Executive Officer shall have general charge and supervision of the business of the corporation subject to the direction of the Board of Directors, and shall perform all duties and have all powers that are commonly incident to the office of the chief executive or that are delegated to such officer by the Board of Directors. The President shall perform such other duties and shall have such other powers as the Board of Directors or the Chief Executive Officer (if the President is not the Chief Executive Officer) may from time to time prescribe. In the event of the absence, inability or refusal to act of the Chief Executive Officer or the President (if the President is not the Chief Executive Officer), the Vice President (or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors) shall perform the duties of the Chief Executive Officer and when so

performing such duties shall have all the powers of and be subject to all the restrictions upon the Chief Executive Officer.

3.8 Vice Presidents. Each Vice President shall perform such duties and possess such powers as the Board of Directors or the Chief Executive Officer may from time to time prescribe. The Board of Directors may assign to any Vice President the title of Executive Vice President, Senior Vice President or any other title selected by the Board of Directors.

3.9 Secretary and Assistant Secretaries. The Secretary shall perform such duties and shall have such powers as the Board of Directors or the Chief Executive Officer may from time to time prescribe. In addition, the Secretary shall perform such duties and have such powers as are incident to the office of the secretary, including without limitation the duty and power to give notices of all meetings of stockholders and special meetings of the Board of Directors, to attend all meetings of stockholders and the Board of Directors and keep a record of the proceedings, to maintain a stock ledger and prepare lists of stockholders and their addresses as required, to be custodian of corporate records and the corporate seal and to affix and attest to the same on documents.

Any Assistant Secretary shall perform such duties and possess such powers as the Board of Directors, the Chief Executive Officer or the Secretary may from time to time prescribe. In the event of the absence, inability or refusal to act of the Secretary, the Assistant Secretary (or if there shall be more than one, the Assistant Secretaries in the order determined by the Board of Directors) shall perform the duties and exercise the powers of the Secretary.

In the absence of the Secretary or any Assistant Secretary at any meeting of stockholders or directors, the chairman of the meeting shall designate a temporary secretary to keep a record of the meeting.

3.10 Treasurer and Assistant Treasurers. The Treasurer shall perform such duties and shall have such powers as may from time to time be assigned by the Board of Directors or the Chief Executive Officer. In addition, the Treasurer shall perform such duties and have such powers as are incident to the office of treasurer, including without limitation the duty and power to keep and be responsible for all funds and securities of the corporation, to deposit funds of the corporation in depositories selected in accordance with these Bylaws, to disburse such funds as ordered by the Board of Directors, to make proper accounts of such funds, and to render as required by the Board of Directors statements of all such transactions and of the financial condition of the corporation.

The Assistant Treasurers shall perform such duties and possess such powers as the Board of Directors, the Chief Executive Officer or the Treasurer may from time to time prescribe. In the event of the absence, inability or refusal to act of the Treasurer, the Assistant Treasurer (or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors) shall perform the duties and exercise the powers of the Treasurer.

3.11 Salaries. Officers of the corporation shall be entitled to such salaries, compensation or reimbursement as shall be fixed or allowed from time to time by the Board of Directors.

3.12 Delegation of Authority. The Board of Directors may from time to time delegate the powers or duties of any officer to any other officer or agent, notwithstanding any provision hereof.

ARTICLE IV - CAPITAL STOCK

4.1 Issuance of Stock. Subject to the provisions of the Certificate of Incorporation, the whole or any part of any unissued balance of the authorized capital stock of the corporation or the whole or any part of any shares of the authorized capital stock of the corporation held in the corporation's treasury may be issued, sold, transferred or otherwise disposed of by vote of the Board of Directors in such manner, for such lawful consideration and on such terms as the Board of Directors may determine.

4.2 Stock Certificates; Uncertificated Shares. The shares of the corporation may be held in certificated or uncertificated form. Every holder of stock of the corporation represented by certificates shall be entitled to have a certificate, in such form as may be prescribed by law and by the Board of Directors, representing the number and class of shares held by such holder in registered in certificate form. Each such certificate shall be signed in a manner that complies with Section 158 of the General Corporation Law of the State of Delaware.

Each certificate for shares of stock that are subject to any restriction on transfer pursuant to the Certificate of Incorporation, these Bylaws, applicable securities laws or any agreement among any number of stockholders or among such holders and the corporation shall have conspicuously noted on the face or back of the certificate either the full text of the restriction or a statement of the existence of such restriction.

If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the powers, designations, preferences and relative participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of each certificate representing shares of such class or series of stock, provided that in lieu of the foregoing requirements there may be set forth on the face or back of each certificate representing shares of such class or series of stock a statement that the corporation will furnish without charge to each stockholder who so requests a copy of the full text of the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

Within a reasonable time after the issuance or transfer of uncertificated shares, the corporation shall send to the registered owner thereof a written notice containing the information required to be set forth or stated on certificates pursuant to Sections 151, 202(a) or 218(a) of the General Corporation Law of the State of Delaware or, with respect to Section 151 of the General Corporation Law of the State of Delaware, a statement that the corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

4.3 Transfers. Shares of stock of the corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of shares of stock of the corporation shall be made only on the books of the corporation or by transfer agents designated to transfer shares of stock of the corporation. Subject to applicable law, shares of stock represented by certificates shall be transferred only on the books of the corporation by the surrender to the corporation or its transfer agent of the certificate representing such shares properly endorsed or accompanied by a written assignment or power of attorney properly executed, and with such proof of authority or the authenticity of signature as the corporation or its transfer agent may reasonably require. Except as may be otherwise required by law, by the Certificate of Incorporation or by these Bylaws, the corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to vote with respect to such stock, regardless of any transfer, pledge or other disposition of such stock until the shares have been transferred on the books of the corporation in accordance with the requirements of these Bylaws.

4.4 Lost, Stolen or Destroyed Certificates. The corporation shall issue a new certificate of stock in place of any previously issued certificate alleged to have been lost, stolen or destroyed, upon such terms and conditions as the Board of Directors may prescribe, including the presentation of reasonable evidence of such loss, theft or destruction and the giving of such indemnity and posting of such bond as the Board of Directors may require for the protection of the corporation or any transfer agent or registrar.

4.5 Record Date. The Board of Directors may fix in advance a date as a record date for the determination of the stockholders entitled to notice of or to vote at any meeting of stockholders, or entitled to receive payment of any dividend or other distribution or allotment of any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action. Such record date shall not precede the date on which the resolution fixing the record date is adopted, and such record date shall not be more than 60

nor less than 10 days before the date of such meeting, nor more than 60 days prior to any other action to which such record date relates.

If no record date is fixed, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day before the day on which notice is given, or, if notice is waived, at the close of business on the day before the day on which the meeting is held. If no record date is fixed, the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating to such purpose.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

4.6 Regulations. The issue, transfer, conversion and registration of shares of stock of the corporation shall be governed by such other regulations as the Board of Directors may establish.

ARTICLE V - GENERAL PROVISIONS

5.1 Fiscal Year. Except as from time to time otherwise designated by the Board of Directors, the fiscal year of the corporation shall begin on the first day of January of each year and end on the last day of December in each year.

5.2 Corporate Seal. The corporate seal shall be in such form as shall be approved by the Board of Directors.

5.3 Waiver of Notice. Whenever notice is required to be given by law, by the Certificate of Incorporation or by these Bylaws, a written waiver signed by the person entitled to notice, or a waiver by electronic transmission by the person entitled to notice, whether given before, at or after the time of the event for which notice is to be given, shall be deemed equivalent to notice required to be given to such person. Neither the business nor the purpose of any meeting need be specified in any such waiver. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

5.4 Voting of Securities. Except as the Board of Directors may otherwise designate, the Chief Executive Officer, the President or the Treasurer may waive notice of, vote, or appoint any person or persons to vote, on behalf of the corporation at, and act as, or appoint any person or persons to act as, proxy or attorney-in-fact for this corporation (with or without power of substitution) at, any meeting of stockholders or securityholders of any other entity, the securities of which may be held by this corporation.

5.5 Evidence of Authority. A certificate by the Secretary, or an Assistant Secretary, or a temporary Secretary, as to any action taken by the stockholders, directors, a committee or any officer or representative of the corporation shall as to all persons who rely on the certificate in good faith be conclusive evidence of such action.

5.6 Certificate of Incorporation. All references in these Bylaws to the Certificate of Incorporation shall be deemed to refer to the Certificate of Incorporation of the corporation, as it may be amended and in effect from time to time.

5.7 Severability. Any determination that any provision of these Bylaws is for any reason inapplicable, illegal or ineffective shall not affect or invalidate any other provision of these Bylaws.

5.8 Pronouns. All pronouns used in these Bylaws shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

ARTICLE VI - AMENDMENTS

These Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the Board of Directors or by the stockholders as provided in the Certificate of Incorporation.

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INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE

TECOGEN INC.

TOTAL AUTHORIZED ISSUE
PAR VALUE \$.001 EACH
COMMON STOCK

See Reverse for
Certain Definitions

SPECIMEN

This is to Certify that _____ **is the owner of**


_____ *fully paid and non-assessable shares of the above Corporation transferable only on the books of the Corporation by the holder hereof in person or by duly authorized Attorney upon surrender of this Certificate properly endorsed.*

Witness, *the seal of the Corporation and the signatures of its duly authorized officers.*

Dated _____

TREASURER

PRESIDENT



Sullivan & Worcester LLP
One Post Office Square
Boston, MA 02109

December 21, 2012

Tecogen Inc.
45 First Avenue
Waltham, Massachusetts 02451

Re: Registration Statement on Form S-1

Ladies and Gentlemen:

This opinion is furnished to you in connection with a Registration Statement on Form S-1 (File No. 333-178697) (the "Registration Statement") being filed by Tecogen Inc., a Delaware corporation (the "Company"), with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), for the registration of 31,535,787 shares of Common Stock, \$.001 par value per share of the Company (the "Shares") to be offered and sold from time to time by the selling stockholders listed in the Registration Statement under the heading "Selling Security Holders".

We are acting as counsel for the Company in connection with the Registration Statement. We have examined and relied upon resolutions of the Board of Directors of the Company as provided to us by the Company, the Certificate of Incorporation and By-Laws of the Company, each as restated and/or amended to date, and such other documents as we have deemed necessary for purposes of rendering the opinions hereinafter set forth.

In our examination of the foregoing documents, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as copies, the authenticity of the originals of such latter documents and the legal competence of all signatories to such documents. Other than our examination of the documents indicated above, we have made no other examination in connection with this opinion.

The opinion rendered herein is limited to the laws of the Commonwealth of Massachusetts, the Delaware General Corporation Law (including the applicable provisions of the Delaware Constitution and reported judicial decisions interpreting these laws) and the federal laws of the United States.

Based upon and subject to the foregoing, we are of the opinion that the Shares have been validly issued, fully paid and nonassessable.

We hereby consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement and to the reference to this firm under the caption "Legal Matters" in the Registration Statement. In giving such consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

/s/ Sullivan & Worcester LLP
Sullivan & Worcester LLP
Boston, Massachusetts

FACILITIES AND SUPPORT SERVICES AGREEMENT

THIS FACILITIES AND SUPPORT SERVICES AGREEMENT is effective as of July 1, 2012 between Tecogen Inc., a Delaware corporation ("Tecogen"), and American DG Energy Inc., a Delaware corporation ("ADG Energy").

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

1. Office and Infrastructure

Tecogen will provide to ADG Energy the following office and infrastructure support services for a period from the effective date of this Agreement, which is January 1, 2012; through the Termination Date (as such term is defined in Section 2 below):

(a) **Office Space.** Approximately 3,071 allocated square feet of space in Tecogen's offices located at 45 First Avenue, Waltham, Massachusetts 02451 (the "Building"), which shall include six (6) offices, a shared conference room and manufacturing space. Tecogen will also provide ADG Energy with water, sewer, electrical, and other utility services, heating, ventilation and air-conditioning, and cleaning and janitorial services. Tecogen may change the space in the Building occupied by ADG Energy from time to time during the term of this Agreement. Tecogen will provide such space and services at a flat rate of \$5,053.00 per month through December 31, 2012. If additional space is provided, this flat fee will increase at an agreed upon rate. Copy machine usage, office supplies, and shipping, secretarial & receptionist services, Internet service, telephone support and IT support are not included in the monthly rate and will be billed separately.

(b) **Personnel Support.** Tecogen or ADG Energy will provide services to each other, on an as-available basis, accounting, tax, treasury and financial services, information systems services, human resource services, secretarial and such other services and support as Tecogen or ADG Energy may request. Tecogen or ADG Energy will be allocated the cost of such services at a rate equal to the individual's base salary times [****] for each employee or consultant assigned, but Tecogen or ADG Energy will only be required to pay for such personnel while they are working on Tecogen or ADG Energy's behalf. ADG Energy shall record the time spent by such personnel on a spreadsheet and Tecogen shall record the time spent on a time-card system but in either case the hours spent should get pre-approved by management before any work starts.

(c) **Insurance and Employee Benefit Plans.** To the extent it is able to do under its then current plans and policies, Tecogen will include ADG Energy as a covered entity under its liability, property and casualty, workers compensation and other applicable business insurance policies. The costs of these insurance programs will be charged to ADG Energy on an actual cost basis when available, or in the case of general insurance be allocated to ADG Energy for its pro rata share of the premiums. Management of the plans will be carried out jointly by both companies and with no charge to each other.

(d) **Product Pricing for Turnkeys and ADG energy Projects:** Tecogen agrees to sell products (cogen and chillers) at its best dealer pricing, [****] times list price. For the purposes of this calculation, Tecogen's current *SELECT* pricing software revision shall be used for standard models and listed options. Special options shall be negotiated on a case-by-case basis.

(e) **Spares Pricing:** Spare parts shall be sold at our best contractor/dealer discount which is [****] times list price.

(f) **Volume Discounts:** Upon achieving \$1M in total sales under the terms included in this agreement for a single year (combined parts and units) all parts and modules thereafter shall be supplied at a further 10% discount, i.e., [****] times list for modules and [****] for spares. Total sales dollars shall be the

combined total of ADG Energy and ADG Energy LLC. Purchases made by AES NJ shall not be credited to the total, however.

(g) Exclusivity: ADG Energy shall be granted exclusive representation rights to the Tecogen Cogeneration Product in the New England States. The relevant portions of Tecogen's standard rep agreement shall apply except where in conflict with this agreement. ADG Energy will be eligible for split commissions for cogeneration and chiller products as presented in Tecogen's standard rep agreement.

(h) Sourcing of Spares: Except in exceptional circumstances (such as ADG Energy LLC), ADG Energy agrees to procure all parts for Tecogen modules from Tecogen.

(i) Service: Base service rates for all ADG Energy units contracted to Tecogen will be at best dealer pricing, calculated by Tecogen's standard Cogen maintenance cost calculator, which includes a [****] discount for ADG Energy contracts. Service contracts will be held for a period of 5 years, the rate shall remain fixed for the first two years of the service contract and the rate shall escalate annually at a rate of CPI-U "All Urban Consumers, U.S. City Average" index for the remaining 3 years, unless otherwise agreed upon in the individual contract terms. Service for chillers will be at best dealer pricing. Used units shall be priced at the same rate after rehabilitation costs are settled. Tecogen shall bill ADG Energy for contracts on a monthly basis and therefore without any pre-billing. All existing service contracts shall remain in effect until the predetermined expiration date occurs. The baseline cost established in the maintenance cost calculators may be adjusted at the first of every year. Tecogen will notify ADG Energy 30 days prior to putting revised pricing into effect.

(j) Service Commission: ADG Energy shall receive a [****] commission on the first years' service cost for all new service sales it sells to end customers based on the prices presented in (i) above (par). ADG Energy and Tecogen will share [****] on the first year's profit for amounts above par. No commission will be paid if sales prices are below par. Tecogen shall approve all end customer service agreements.

(k) Billable Service: Billable service provided by Tecogen shall be billed at the standard rates less [****]; currently, straight time is [****]. Overtime service shall be billed at [****] and covers hours worked where Tecogen is obligated to pay its employees at the overtime rate. Double-time service shall be billed at [****] and covers hours worked where Tecogen is obligated to pay its employees at the double-time rate. Standard labor rates for labor performed between May 1st and September 31st will be billed at a premium of [****]. Parts shall be billed at the pricing levels established above. Mileage is currently charged at \$1.00/mile and will be charged at the rate currently in effect at the time the work is performed.

(l) Non-exclusive Territories: For other territories and products ADG Energy shall have non-exclusive rep status.

(m) Payments. All payments shall be paid no later than thirty (30) days following the date of invoice.

2. Term

The term of this agreement commenced as of the effective date for one year, renewable annually upon mutual written agreement.

3. Representations and warranties of ADG

Tecogen represents and warrants to ADG Energy as follows, in each case as of the Effective Date:

(a) Organization and Corporate Power. Tecogen is a corporation duly organized, validly existing and in good standing under the laws of Delaware, and is duly qualified or registered to do business and is in good standing as a foreign corporation in each jurisdiction in which the failure to be so qualified would have a material adverse effect on Tecogen. Tecogen has all required corporate power and authority to carry on its business as

presently conducted, to enter into and perform this Agreement and to carry out the transactions contemplated by this Agreement.

(b) Authority and Non-Contravention. Tecogen has full right, authority and power under its Certificate of Incorporation and By-Laws to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and the execution, delivery and performance by Tecogen of this Agreement have been duly authorized by all necessary action under Tecogen's Certificate of Incorporation and By-Laws. This Agreement constitutes the valid and binding obligation of Tecogen enforceable in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally or by equitable principles, (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies and (c) to the extent that the enforceability of the indemnification provisions in this Agreement may be limited by applicable law.

4. Representations And Warranties Of ADG Energy

In order to induce Tecogen to enter into this Agreement and to consummate the transactions contemplated by this Agreement, ADG Energy makes to Tecogen the representations and warranties contained in this Section 4, in each case as of the date of this Agreement.

(a) Organization and Corporate Power. ADG Energy is a corporation duly organized, validly existing and in good standing under the laws of Delaware, and is duly qualified or registered to do business and is in good standing as a foreign corporation in each jurisdiction in which the failure to be so qualified would have a material adverse effect on ADG Energy. ADG Energy has all required corporate power and authority to carry on its business as presently conducted, to enter into and perform this Agreement and to carry out the transactions contemplated by this Agreement.

(b) Authority and Non-Contravention. ADG Energy has full right, authority and power under its Certificate of Incorporation and By-Laws to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and the execution, delivery and performance by ADG Energy of this Agreement have been duly authorized by all necessary action under ADG Energy's Certificate of Incorporation and By-Laws. This Agreement constitutes the valid and binding obligation of ADG Energy enforceable in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally or by equitable principles, (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies and (c) to the extent that the enforceability of the indemnification provisions in this Agreement may be limited by applicable law.

5. General

(a) Independent Entities. Nothing in this Agreement shall be construed to constitute Tecogen and ADG Energy as a partner, franchisee, or agent of one another, nor shall either party have any authority to bind the other in any respect. Neither party has the power to make contracts in the name of the other, or to incur any liabilities whatsoever in the name of the other. Each party shall remain an independent contractor responsible only for its own actions.

(b) Confidentiality. Unless otherwise expressly provided for in this Agreement, both parties shall treat any information provided by or obtained from the other as proprietary or confidential and shall not disclose any such confidential information to any third party during the term of this Agreement or for a period of five (5) years thereafter, except for information which (i) at the time of disclosure, was published, known publicly or otherwise in the public domain; (ii) after disclosure, is published, becomes known publicly or otherwise becomes part of the public domain through no fault of the receiving party; (iii) prior to the time of disclosure, is known to the receiving party as evidenced by its written records and is not then subject to an obligation of confidentiality to any third party; and (iv) after disclosure, is made available to the receiving party in good faith by a third party

under no obligation of confidentiality and without restriction on its further disclosure by the receiving party. Notwithstanding the preceding sentence, either party may disclose confidential information of the other and this Agreement to their legal representatives and employees and advisers to the extent such disclosure is reasonably necessary to achieve the purposes of this Agreement; or in connection with the filing and support of patent applications; or as required by law or to comply with applicable governmental regulations or court order; provided that if a party is required to make such disclosure of the other party's confidential information, other than pursuant to a confidentiality agreement, it will give reasonable advance notice to the other party of such disclosure and, save to the extent inappropriate in the case of patent applications, will use its reasonable best efforts to secure confidential treatment of such information in consultation with the other party prior to its disclosure and disclose only the minimum necessary to comply with such requirements.

(c) Amendments, Waivers and Consents. No provision of this Agreement may be waived otherwise than by a written instrument signed by the party or parties so waiving such covenant or other provision. No amendment to this Agreement may be made without the written consent of ADG Energy and Tecogen.

(d) Governing Law. This Agreement shall be deemed to be a contract made under, and shall be construed in accordance with, the laws of the Commonwealth of Massachusetts, without giving effect to conflict of laws principles thereof.

(e) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument. One or more counterparts of this Agreement may be delivered via telecopy, with the intention that they shall have the same effect as an original counterpart hereof.

(f) Notices and Demands. Any notice or demand which is required or provided to be given under this Agreement shall be deemed to have been sufficiently given and received for all purposes when delivered by hand, telecopy, telex or other method of facsimile, or five (5) business days after being sent by certified or registered mail, postage and charges prepaid, return receipt requested, or two (2) business days after being sent by overnight delivery providing receipt of delivery:

(i) if to Tecogen Inc., 45 First Avenue, Waltham, Massachusetts 02451, Attention: President.

(ii) if to American DG Energy Inc., 45 First Avenue, Waltham, Massachusetts 02451, Attention: President.

(g) Dispute Resolution

(i) All disputes, claims, or controversies arising out of or relating to this Agreement or the negotiation, validity or performance of this Agreement or the transactions contemplated by this Agreement that are not resolved by mutual agreement shall be resolved solely and exclusively by binding arbitration to be conducted before the American Arbitration Association ("AAA"). If AAA ceases operations, then the parties shall select a comparable organization that provides qualified arbitration services. The arbitration shall be held in Boston, Massachusetts before a single arbitrator and shall be conducted in accordance with the rules and regulations promulgated by AAA unless specifically modified herein.

The parties covenant and agree that the arbitration hearing shall commence within ninety (90) days of the date on which a written demand for arbitration is filed by any party hereto. In connection with the arbitration proceeding, the arbitrator shall have the power to order the production of documents by each party and any third-party witnesses. In addition, each party may take up to three depositions as of right, and the arbitrator may in his or her discretion allow additional depositions upon good cause shown by the moving party. However, the arbitrator shall not have the power to order the answering of interrogatories or the response to requests for admission. In connection with any arbitration, each party shall provide to the other, no later than seven (7) business days before the date of the arbitration hearing, the identity of all persons that may testify at the arbitration and a copy of all documents that may be introduced at the arbitration hearing or considered or used by a party's witness or expert. The arbitrator's decision and award shall be made and delivered within three (3)

months of the selection of the arbitrator. The arbitrator's decision shall set forth a reasoned basis for any finding of liability or award of damages. The arbitrator shall not have power to award damages in excess of actual compensatory damages and shall not multiply actual damages or award punitive damages or any other damages that are specifically excluded under this Agreement, and each party hereby irrevocably waives any claim to such damages.

The parties covenant and agree that they will participate in the arbitration in good faith and that they will share equally its costs, except as otherwise provided herein. The arbitrator may in his or her discretion assess costs and expenses (including the reasonable legal fees and expenses of the prevailing party whether claimant or respondent) against any party to a proceeding. Any party failing or refusing to comply with a valid order of the arbitrators issued in accordance with this Section 5(g)(i) shall be liable for costs and expenses, including attorneys' fees, incurred by the other party in enforcing the order. Nothing in this Section 5(g)(i) shall prohibit any party from proceeding in court without prior arbitration for the limited purpose of seeking a temporary or permanent injunction to avoid immediate and irreparable harm. The provisions of this Section 5(g)(i) shall be enforceable in any court of competent jurisdiction.

Unless otherwise ordered, the parties shall bear their own attorneys' fees, costs and expenses in connection with the arbitration. The parties will share equally in the fees and expenses charged by AAA.

(ii) Each of the parties hereto irrevocably and unconditionally consents to the exclusive use of AAA to resolve all disputes, claims or controversies arising out of or relating to this Agreement or any other agreement executed and delivered pursuant to this Agreement or the negotiation, validity or performance hereof and thereof or the transactions contemplated hereby and thereby and further consents to the jurisdiction of the courts of the Commonwealth of Massachusetts for the purposes of enforcing the arbitration provisions of Section 5(g)(i) of this Agreement. Each party further irrevocably waives any objection to proceeding before AAA based upon lack of personal jurisdiction or to the laying of venue and further irrevocably and unconditionally waives and agrees not to make a claim in any court that arbitration before AAA has been brought in an inconvenient forum. Each of the parties hereto hereby consents to service of process by registered mail at the address to which notices are to be given. Each of the parties hereto agrees that its or his submission to jurisdiction and its or his consent to service of process by mail is made for the express benefit of the other parties hereto.

(h) Assignment. The rights and obligations of the parties under this Agreement may not be assigned or transferred in any manner without the prior express written approval of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Facilities and Support Services Agreement to be duly executed and delivered by their proper and duly authorized representatives as of the effective day first above written.

Dated: July 1, 2012

TECOGEN INC.

AMERICAN DG ENERGY INC.

By: /s/ Bonnie J. Brown

By: /s/ Anthony S. Loumidis

Name: Bonnie J. Brown

Name: Anthony S. Loumidis

Title: Chief Financial Officer

Title: Chief Financial Officer

**GENERAL MOTORS LLC
CUSTOMER CARE AND AFTERSALES AGREEMENT
NOVEMBER 22, 2012**

PURPOSE OF AGREEMENT

In reliance on the ability of MIS Account to meet and perform the requirements of this Agreement, GM is willing to designate MIS Account as a Marine, Industrial & Special Sales Account. MIS Account, in reliance upon the opportunity provided to it by GM, will comply with the conditions set forth in this Agreement relating to its operation as a Marine, Industrial & Special Sales Account.

In consideration of the foregoing, and of the promises hereinafter made by the Parties to each other, it is agreed as follows:

I. DEFINITIONS

As used in this Agreement, the following terms shall have the following definitions:

"Customers(s)" shall mean any customer(s) of General Motors, its subsidiaries, affiliates, or divisions or Dealers.

"MIS Account" shall mean the Marine, Industrial & Special Sales Account, which is a Party to this Agreement.

"Add(ed) Value" shall mean GM MIS Account must "add value" to GM Parts. "Added Value" is generally referred to as fuel, spark, accessory drive, coolant, etc. GM will have discretion of approved "added value."

"Parts" shall mean the GM parts, assemblies or kits which MIS Account is authorized to purchase from GM and to sell to authorized customers pursuant to this Agreement.

"Part Number" shall mean a number used by GM to identify each Part.

"GM" shall mean Customer Care and Aftersales, a unit of General Motors LLC.

"GM Terms of Sale Bulletin" shall mean the document furnished to MIS Account, which may be supplemented, amended, or replaced by GM from time to time by a new Terms of Sale Bulletin, or by change notices, new account letters, or Billing Schedules issued by GM, setting forth the terms of sale that apply to sales by GM of Parts to MIS Account.

"New Defective" shall mean the parts purchased under this Agreement will (a) be free from defects in materials or workmanship and (b) conform to GM approved specifications as-manufactured.

"Stock Order" (also known as a DRO order) shall mean the order type recommended to replenish and reduce out of stock occurrences. Parts will be shipped the normal mode of transportation.

"Emergency Order" (also known as a CSO—Customer Special Order) shall mean order type designed to provide expedited service for a part ordered to satisfy a customer need.

"Overnight Emergency Order" (also known as a CSO-3) shall mean the order type recommended for immediate shipment to the customer. Order type NOT intended to be used as an inventory replenishment order. Parts that are not available for overnight shipment will be cancelled (order).

II. APPOINTMENT AS AN MARINE, INDUSTRIAL & SPECIAL SALES ACCOUNT

GM hereby appoints MIS Account as a Marine, Industrial & Special Sales Account. MIS Account hereby accepts such appointment and agrees to conduct itself according to the provisions of this Agreement and the applicable Terms of Sale Bulletin.

III. MIS ACCOUNT OWNERSHIP

GM enters into the Marine, Industrial & Special Sales Account Agreement in reliance on the qualifications of the Owner(s) identified in the MIS Account Statement of Ownership, a copy of which is attached hereto as Exhibit A and made a part hereof delivered to GM as of the date hereof GM and MIS Account agree each Owner will continue to own, both of record and beneficially, the percentage stated in the MIS Account Statement of Ownership, unless (a) change is made in accordance with Section VII of these Standard Provisions, or (b) MIS Account is a publicly traded corporation.

IV. RESPONSIBILITIES OF MIS ACCOUNT

A. Limitation on Purchase and Sale

GM has appointed MIS Account as a MIS customer based on the information provided in the Questionnaire, attached as Exhibit B. MIS Account understands that this Agreement is limited to the purchase of Parts approved by GM and to the customers authorized by GM as reflected on Exhibit B, as may be modified from time to time in GM's sole discretion. Sales of Parts not approved by GM, or sale of Parts to customers not authorized by GM are subject to discount chargeback and, in GM's sole discretion, the immediate termination of this Agreement and elimination of MIS Account as a GM customer.

B. Returns

Under this agreement, there will be NO returns allowed.

The only exceptions: GM shipping error, New Defective, or damaged Parts. These situations will require filed claims to GM within 30 days of shipment.

C. Warranty

UNLESS OTHERWISE STIPULATED IN WRITING, PARTS ARE SOLD "AS IS." ALL SALES ARE FINAL. PARTS MAY NOT BE RETURNED TO GM EXCEPT AS PROVIDED ABOVE.

EXCEPT AS OTHERWISE PROVIDED BY LAW, NO WARRANTIES, EXPRESS OR IMPLIED, APPLY TO PARTS. THERE ARE NO WARRANTIES OR LIABILITIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY LIABILITY FOR COMMERCIAL LOSSES BASED UPON NEGLIGENCE OR STRICT LIABILITY.

GENERAL MOTORS NEITHER ASSUMES NOR AUTHORIZES ANYONE TO ASSUME FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH PARTS SOLD URSUANT TO THIS AGREEMENT.

D. Record and Documentation Retention and Examination of Accounts and Records

- 1) MIS Account agrees to maintain complete and up-to-date records covering its purchase orders, including records in support of applications for any payment or credit by GM and shipping claims, as well as accounts and records evidencing the Added Value and sale of Parts to

authorized customers. Such records shall be retained for at least three (3) years following the expiration of the term or termination of this Agreement.

- 2) MIS Account agrees to permit any designated representative of GM to access, examine, audit, and take copies of any of MIS Account's accounts and records relevant to MIS Account's compliance with this Agreement. MIS Account agrees to make such accounts and records readily available at its facilities during regular business hours. GM agrees to furnish MIS Account with a list of any reproduced records.

V. SALES TO MIS ACCOUNTS

A. MIS Account Rights to Purchase

While this Agreement is in effect, and subject to its terms and provisions, MIS Account shall have a non-exclusive right to purchase from GM, and GM shall sell to MIS Account, GM Parts identified in Exhibit B, exclusively for sale, after Added Value, to those customers authorized by GM as identified in Exhibit B.

MIS Account shall submit purchase orders for Parts using procedures, order forms, and/or systems supplied by or acceptable to GM. If purchase orders submitted by MIS Account to GM contain provisions adding to, nullifying, or inconsistent with provisions of this Agreement, such provisions shall be void and of no force and effect, and the provisions of this Agreement shall be controlling.

B. Prices and Other Terms of Sale

The sale of Parts to MIS Account shall be made in accordance with and subject to the terms and conditions contained in the current GM Terms of Sale Bulletin and pricing supplied by GM. GM has the right at any time to change the prices and other terms of sale. Sales to MIS Account will be made at the prices in effect at the time of placement of order.

C. Right to Discontinue Manufacture or Sale of Parts

GM retains the right to discontinue or suspend the manufacture of Parts and to make changes in the design or specification of Parts at any time without incurring any obligation or liability.

D. Right to Resell Parts to Third Party

The sale of Parts purchased from GM to third parties for the purpose of distribution without GM pre-approval is prohibited. This includes, but is not limited to, sales of GM Performance Parts in competition with GM Dealer sales and wholesale distributing to GM Dealers or GM Dealer customers.

VI. SERVICE INFORMATION (TECHNICAL SERVICES)

This agreement is not applicable to and excludes Global Aftersales Engineering services. GM is able to provide these services under a separately negotiated technical services agreement between the parties. These services may include, but not limited to the following:

- Service Program Management
- Advance Serviceability of Design
- Customer Service Literature (Owner's Manual) Development and Publication
- Service Information Development and Publication
- Schematics (Wiring Diagrams) Development and Publication
- Labor Time Development and Publication
- Diagnostic Trouble Code Development
- Diagnostic and Mechanical Special Tools

- Service Programming and Information Delivery
- Service Parts Readiness
- Customer and Technical Call Center Support
- Dealer Technical Training
- End-of-Life-Cycle Support
- Type Insurance Classification
- Component Remanufacturing Development and Support

These services can be all inclusive or delivered on an individual basis. A separate Technical Services Agreement (TSA) requiring applicable signatures will be utilized to comprehend negotiated services. The Technical Services Agreement will be administered by GM and will cover all work done by GM to fulfill its commitment for support as described within the TSA agreement, which may be performed in multiple locations at GM's discretion.

VII. CHANGES IN MANAGEMENT AND OWNERSHIP (FOR MIS ACCOUNTS OTHER THAN PUBLICLY TRADED CORPORATIONS)

If MIS Account proposes a change in management (the individual(s) which have the responsibility for meeting and performing the requirements of this Agreement), ownership, or a transfer of its business or its principal assets to any person or entity, MIS Account agrees to give GM written notice of and to discuss with GM any such proposed change or transfer at least sixty (60) days in advance. The purpose of GM's review of any such proposed change or transfer is to insure that MIS Account has the ability to meet and perform the requirements of this Agreement after such change or transfer takes place. GM shall approve or reject MIS Account's proposal in writing within thirty (30) days of the discussion relating to the proposal. Approval of MIS Account's proposal shall not be unreasonably delayed or withheld.

In the event of the death or incapacity of a Principal Owner of the MIS Account (Principal Owner being defined as someone owning twenty percent (20%) or more of the voting stock of the MIS Account), MIS Account agrees to notify GM within thirty (30) days of such event and discuss with GM the disposition of the voting stock owned by the Principal Owner and changes, if any, in MIS Account's ability to perform under this Agreement. The death or incapacity of a Principal Owner shall not constitute grounds for termination. As said event does constitute a change in ownership, GM shall either approve or reject transfer of this Agreement to the new owner(s) in writing within thirty (30) days of being notified of the death or incapacity of the Principal Owner. Approval of the transfer of this Agreement shall not be unreasonably delayed or withheld.

VIII. PRODUCT LIABILITY INDEMNIFICATION

- A. Subject to the provisions of this Agreement, and to the extent enforceable under applicable law, GM will indemnify and hold MIS Account harmless against any judgment which may be entered against MIS Account to the extent such judgment has been entered as a result of any injury or damage caused by Parts sold to MIS Account by GM and resulting as direct consequence of GM's actions, plus reasonable attorney fees and court costs resulting from lawsuits seeking monetary damages commenced against MIS Account by third parties in which bodily injury or property damage is claimed to have been caused by an alleged defect in the design or manufacture of any Part which GM supplied to MIS Account under this Agreement, except to the extent that such injury or damage was the result of (1) any breach of this agreement by MIS Account including, but not limited to, any warranty contained herein, or (2) the result of any defects in the Parts caused by the negligence or willful misconduct of MIS Account.
- B. As a condition to GM's obligation herewith, MIS Account will notify GM within fifteen (15) days following the date on which MIS Account knew or should have known that the injuries or damage alleged in any plaintiff's petition or complaint were caused by Parts to MIS Account by GM and (1) submit to GM a written notice explaining in reasonable detail the nature and

circumstances of the lawsuit and asking GM to assume the defense of the lawsuit and to indemnify MIS Account against any judgment which may be rendered therein and (2) furnish copies of any pleadings which have been served to date, together with all information then available regarding the circumstances of the litigation.

- C. The request to assume the defense will be accepted or rejected by GM within thirty (30) days of receipt. Prior to GM's response to MIS Account, MIS Account agrees to take all reasonable steps to insure that the defense of the action is in no way prejudiced, whether by action or inaction. If GM accepts the request, GM will undertake the sole defense of such action on behalf of MIS Account. By making this request, MIS Account specifically authorizes GM to settle or to continue to defend such lawsuit, provided that GM will be solely liable for the payment of the amount of any settlement which it effects without the consent of MIS Account. If GM accepts the request, MIS Account further agrees to cooperate fully in the defense of the suit in such manner and to such extent as GM may reasonably require. This defense will be effective commencing with the date on which GM accepts the request and any expenses or other obligations incurred by MIS Account prior to such acceptance will be borne solely by MIS Account.
- D. Should GM refuse for any reason to undertake the defense on behalf of MIS Account when it is otherwise obligated to do so under this Agreement, MIS Account may conduct its own defense and GM's liability will be limited to the costs of such defense, including reasonable attorney fees together with any judgment or final settlement paid by MIS Account; provided, however, that MIS Account will notify GM in writing within twenty (20) days of such judgment or settlement.
- E. GM will have the right to decline to accept such defense or, after accepting the defense but prior to trial, to tender the defense back to MIS Account and MIS Account will be obliged to accept such tender, if GM reasonably concludes that the allegations being pursued are no longer those covered by this indemnity obligation.
- F. Whenever a lawsuit alleges negligence on the part of both GM and MIS Account, each party will be responsible for its own defense, including costs and attorney fees, unless one party offers to undertake the total defense and the other party agrees thereto in writing. GM's and MIS Account's respective responsibility for their own defense pursuant to any other circumstances not within the scope of this Agreement, will in no way affect whatever legal rights either may have to indemnification or contribution.
- G. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES, OR EXPENSES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR BUSINESS OPPORTUNITY UNDER THIS AGREEMENT EXCEPT AS SPECIFICALLY PROVIDED IN SECTION X.

IX. TERM AND TERMINATION

A. Term

This Agreement shall expire on **December 31, 2014** unless earlier terminated in accordance with the terms hereof. It is understood and agreed that an expiration of the term of this Agreement shall be deemed a termination hereof.

B. Termination

1) Termination Upon Notice

MIS Account or GM may terminate this Agreement at any time, without cause, by giving to the other Party written notice of termination; such termination to become effective thirty (30) days after receipt of such notice.

2) Termination for Failure of MIS Account or GM to Be Licensed

If MIS Account or GM fails to secure or maintain any license required for the performance of its obligations under this Agreement, or such license is suspended or revoked (irrespective of the cause) then either Party may immediately terminate this Agreement by giving the other Party written notice.

3) Termination by Joint Agreement

This Agreement may be terminated at any time by written agreement between GM and MIS Account.

4) Termination Due to Certain Acts or Events Within the Control of MIS Account

Each of the following represents an act or event that is within the control of MIS Account or originates from action taken by MIS Account and which is so contrary to the spirit and objectives of this Agreement as to warrant its termination:

- a. Any attempted or actual sale, transfer or assignment by MIS Account of this Agreement or any of the rights granted MIS Account hereunder, or any attempted or actual transfer, assignment or delegation by MIS Account of any of the responsibilities assumed it by under this Agreement without the prior written approval of GM. Such written approval shall not be withheld or delayed unreasonably.
- b. Any attempted or actual sale of Parts not approved by GM, or sale of Parts to customers other than those authorized by GM.
- c. Insolvency of MIS Account; filing of a voluntary petition of bankruptcy by MIS Account; filing of a petition to have MIS Account declared bankruptcy or appointment of a receiver or trustee for MIS Account, provided such filing or appointment is not vacated within thirty (30) days; or execution by MIS Account of an assignment for the benefit of creditors or any foreclosure or other due process of law whereby a third party acquires rights to the operation, ownership, or assets of MIS Account.
- d. Conviction in a court of original jurisdiction of MIS Account or any principal officer or owner of MIS Account of any crime which is punishable by imprisonment; or any finding by a government agency or court of original jurisdiction that MIS Account has committed any unfair business practice which, in the opinion of GM, may adversely affect the reputation or interests of MIS Account or GM.
- e. Submission by MIS Account of false applications or claims for any payment, credit, discount or allowance, or of false orders for Parts or reports of delivery or transfer of Parts if such applications, claims, orders or reports are fraudulent or part of a pattern of false applications, claims, orders or reports, whether or not MIS Account offers or makes restitution.

- f. Refusal by MIS Account to furnish financial and related supporting data relevant to this Agreement, or to permit GM to make an examination or audit of MIS Accounts records relevant to this Agreement, provided such failure or refusal continues after receipt by MIS Account from GM of a written request for such information or permission.
- g. Failure of MIS Account to comply with the provisions of any laws or regulations relating to obligations under this Agreement.

If GM learns that any of the foregoing acts or events have occurred, GM will endeavor to discuss it with MIS Account, Thereafter, GM may terminate this Agreement by giving MIS Account written notice of termination, such termination to be effective upon receipt by MIS Account of such notice or at such later date as may be specified in the notice.

5) Right to Rely on Any Applicable Termination Provision

The terminating Party may select the termination provision under which it elects to terminate without reference in its notice of termination to any other provision that may also be applicable. The terminating Party may also subsequently assert other grounds for termination.

C. Transactions After Termination

1. In the event notice of termination of this Agreement has been given by one party to the other pursuant to this Section IX or if this Agreement has expired by its terms, GM will not be obligated to ship to MIS Account any orders for Parts, all shipments may be immediately terminated and all orders then on hand may be immediately canceled by GM in its sole discretion.
2. Termination of this Agreement will not affect any rights or obligations of the respective parties, which will have accrued before the termination, including but not limited to MIS Account's payment obligations.
3. Upon termination of this Agreement by GM under this Section IX or upon the expiration of the term of this Agreement, GM may, upon request by MIS Account and in GM's sole discretion, purchase from MIS Account Parts considered eligible for return by GM.
4. Upon termination of this Agreement, GM shall provide to MIS Account a statement of all amounts due and owing from MIS Account to GM (the "Final Statement of Charges"). MIS Account is obligated to pay GM all sums owing within thirty (30) days of receipt of the Final Statement of Charges. All amounts stated in the Final Statement of Charges shall be subject to late payment charges from the date due equal to 1-1/2% per month up to the maximum state and federal allowances.
5. The termination of this Agreement by either party shall not entitle MIS Account to any compensation from GM or render GM liable for damages.

X. REIMBURSEMENT OF UNAUTHORIZED ACTIVITY

If, before the end of the first year following expiration of the term of this Agreement or termination of this Agreement, GM notifies MIS Account in writing that GM believes that MIS Account sold Parts to unauthorized customers or sold unapproved parts ("Unauthorized Activity"), MIS Account agrees to reimburse GM the difference between the price MIS Account paid to GM and GM's Dealer price for all Unauthorized Activity throughout the term of this Agreement.

XI. GENERAL PROVISIONS

A. No Agency Relationship

GM and MIS Account are independent contracting parties, This Agreement does not constitute either party as the agent or legal representative of the other for any purpose whatsoever. Neither party is granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the other party or to bind them in any manner or thing whatsoever.

B. Responsibility for MIS Account's Commitments

Except as is otherwise specifically provided in this Agreement, MIS Account shall be solely responsible for any and all obligations or responsibilities it incurs or assumes in preparation for or in performance of this Agreement; and General Motors LLC shall have no liability in connection with the establishment or conduct of MIS Account.

C. No License

This Agreement does not license MIS Account to use or reference any patents, trademarks, or trade names of General Motors divisions, units, subsidiaries or affiliates of General Motors, or its suppliers, in its selling, advertising, or marketing. All part designs, patents, design patents, copyrights, trademarks, or trade names relating to GM Parts that are supplied to MIS Account shall be and remain the property of General Motors LLC or its suppliers. During the Term of this Agreement, MIS Account may not advertise or publish the fact that MIS Account has contracted with GM to purchase Parts without GM's prior written approval.

D. Proprietary Information

All information disclosed to MIS Account pursuant to this Agreement and marked with a proprietary legend such as General Motors LLC or GM CONFIDENTIAL or similar is considered proprietary by GM and shall not be disclosed to any third party without the prior written approval of GM.

E. Notices of Termination or Agreement Change

Any notice required to be given by either Party to the other in connection with this Agreement shall be in writing and delivered personally, by certified mail or overnight courier. Notices to MIS Account shall be directed to MIS Account at the address on the front page of this Agreement, Notices to GM shall be directed to:

Marine, Industrial & Special Sales Department
C/o (Account Manager Name)
Customer Care and Aftersales
6200 Grand Pointe Drive
P.O. Box 6020, MC: 484-392-306
Grand Blanc, MI 48439

F. No Implied Waivers

The failure of either Party at any time to require performance by the other Party of any provision hereof shall in no way affect the full right to require such performance at any time thereafter. Nor shall the waiver by either Party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other such provision nor constitute a waiver of the provision itself.

G. Force Majeure

MIS Account will not be liable for any delay or failure to accept delivery and GM will not be liable for any failure to till orders where such delay or failure is caused in whole or in part by: (a) any strike or labor trouble in the plants or facilities of MIS Account, or General Motors LLC, their subsidiaries, their divisions, their affiliates, or their suppliers; (b) any shortage or curtailment of utilities, materials, transportation, or labor or damage to GM productive facilities; (c) any discontinuance of manufacture or sales or curtailment of production by GM due to economic conditions; (d) any act or omission of government, including the enactment of laws or regulations or issuance of judicial or administrative injunctions or orders; or (e) any cause beyond the control of MIS Account or GM. No payment shall be made by GM to MIS Account for any expenses incurred by reason of such default or delay.

H. Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law principles that would require application of another choice of law.

I. Government Regulations

MIS Account shall comply with all federal, state, and local laws, regulations, standards, and ordinances in the performance of its obligations under this Agreement, including, but not limited to, the Federal Clean Air Act. MIS Account shall cooperate in the performance of its legal obligations under such laws, regulations, standards, and ordinances by maintaining records and by providing access to its facilities and records to government agencies, as required by law.

J. Export Compliance

Customer acknowledges, understands and agrees to comply with U.S. export laws and regulations and the export laws of other countries that relate to any and all products, software, technology (which includes technical data and/or services that are the subject of this Agreement. Compliance includes but is not limited to, obtaining appropriate export authorizations and abiding by such authorizations. Customer further agrees not to export, re-export, transmit or otherwise transfer any such product, software, technology and/or services contrary to U.S. export laws and regulations and other countries. Customer's obligations under this clause shall survive the expiration or termination of this Agreement.

K. Local Taxes

MIS Account accepts full responsibility for the collection and/or payment of any taxes as may be required in connection with any of the business operations conducted by it hereunder, and MIS Account shall hold General Motors LLC harmless in connection with any claims or demands made upon MIS Account or General Motors LLC by authorities in connection with the collection and/or payment of any such taxes, including, without limitation, stamp taxes, sales and use taxes, personal property taxes, value added taxes, and income taxes.

L. Assignment

This Agreement is not assignable by MIS Account without the prior written consent of GM (which consent shall not be unreasonably withheld), and any attempted assignment without such consent, whether by operation of law or otherwise, shall be void.

M. Headings

The section headings contained in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

N. Sole Agreement

This Agreement cancels and supersedes all previous agreements between MIS Account and GM relating to MIS Account's purchase of parts as an MIS Account from General Motors Customer Care and Aftersales, and there are no other agreements or understandings, either oral or in writing, between the Parties affecting this Agreement or relating thereto, except as otherwise provided herein.

No change in, addition to (except the filling in of blank lines or spaces) or erasure of any printed portion of this Agreement shall be valid or binding upon GM unless approved in writing by GM's Field Operations-Director and MIS Sales Department-Manager.

Concerning MIS Account's purchase of parts as an MIS Account from General Motors Customer Care and Aftersales, no agreement between the Parties which is at variance with any of the provisions of this Agreement or which imposes definite obligations upon either Party not specifically imposed by this Agreement or which is intended to be effective or performed following the termination of this Agreement and imposes obligations or extends the time for performance thereof other than as provided in this Agreement shall be binding upon either Party unless it bears the signature of GM's Field Operations-Director, and is countersigned by GM's MIS Sales Department-Account Manager and is signed by or on behalf of MIS Account (except for Bulletins, Addenda, and other documents which GM is expressly permitted to modify unilaterally under the provisions of this Agreement).

O. Severability

In case any provision of this Agreement is held to be contrary to law or invalid, such illegality or invalidity shall not affect, in any way, any other provision of this Agreement, all of which shall continue in full force and effect.

P. Survival of Provisions

The provisions of the following sections of this Agreement shall survive termination of the Agreement: Sections IV, V.D, VII, IX.C, X and XI.

XI. EXECUTION OF AGREEMENT ON BEHALF OF GM

This Agreement is not valid unless it bears the signature of GM's Field Operations Director, is countersigned by the GM Sales Account Manager and is signed by or on behalf of MIS Account.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

MIS Customer Signatures:

TECOGEN INC.

(Firm name of MIS Customer)

By: /s/ Bonnie J. Brown Date: November 3, 2011

Chief Financial Officer

**GENERAL MOTORS LLC
CUSTOMER CARE AND AFTERSALES**

By: /s/ Chris Wolf Date: November 22, 2011

Director-Filed Operations

By: /s/ Marylee Gervin Date: November 21, 2011

Manager-Marine, Industrial & Special Sales

GENERAL MOTORS LLC
CUSTOMER CARE AND AFTERSALES
MARINE, INDUSTRIAL & SPECIAL SALES DEPARTMENT
TERMS OF SALE
Effective as of January 1, 2012

These Terms of Sale are furnished pursuant to the GM Marine, Industrial & Special Sales Account Agreement (the "GM MIS Agreement") currently in effect, and are applicable to sales of GM Parts to authorized GM Marine, Industrial & Special Sales Accounts ("MIS Accounts").

Unless otherwise specifically provided herein, initial capitalized words and phrases that are defined in the Definitions, Section I, of the GM MIS Agreement and used herein shall have the meanings indicated in such Definitions.

The prices, charges, terms of sale and other provisions and plans referred to or contained herein shall apply to all such parts sold by General Motors LLC Customer Care and Aftersales ("GM") and shipped to MIS Accounts on and after January 1, 2012, unless otherwise provided herein, and shall remain in effect until superseded by the delivery of new or supplemental Terms of Sale to MIS Accounts by GM. Accordingly, the Terms of Sale may be amended, modified, supplemented, superseded and/or replaced by GM from time to time in its sole discretion by delivery of new or supplemental Terms of Sales.

A. Value Added and Other Requirements

While the GM MIS Agreement is in effect and subject to and in accordance with its terms and provisions, MIS Accounts will have a non-exclusive right to purchase parts from GM. The MIS Account must add value to the parts purchased from GM.

1. MIS Accounts are responsible to ensure that the following are applied to every engine and/or component procured for end product:
 - a) Value Added to procured parts — bona fide end product
 - b) Engineering capability for design, development, and reliability validation on MIS Account's end product
 - c) Service network established to provide service, parts, and administer own warranty wherever end product is sold
 - d) Application validation including, but not limited to, CARB/ARB and MVSS compliance
2. MIS Accounts will provide to GM, within 5 business days of a request:
 - a) Part component forecasts
 - b) A list of all customers and the application on a bi-annual basis
 - c) End product manufacturing quantities

B. Placement of Orders

MIS Accounts shall have in place such electronic equipment to facilitate the processing of orders, invoices, claims, as well as locating parts, as deemed necessary from time to time by GM.

C. Prices and Discounts

All parts purchased under the MIS Agreement will be invoiced at prices established by GM. Such prices (f.o.b. shipping point) shall be shown in the applicable MIS Account's billing schedule and other supplements thereto furnished by GM. All shipments will be billed according to MIS Accounts billing

schedule in effect on the date of receipt of an order by GM less my applicable discount and/or allowance allowed by GM, plus any transportation charge, if applicable.

GM has the right at any time to change the prices, charges, discounts, allowances and terms of sale affecting any part.

Discounts are evaluated on an annual basis dependent upon MIS Account previous year accumulative part purchases under the GM MIS Agreement. Discounts will apply February 1 of current year to January 31 (following year). New MIS Accounts without prior year purchase history will receive a discount of [****] unless initial order supports a higher discount.

Example:

[****]	Previous Years Sales = Under \$50,000	= Discount of
[****]	Previous Years Sales = \$50,000 - \$99,999	= Discount of
[****]	Previous Years Sales = \$100,000 - \$149,999	= Discount of
[****]	Previous Years Sales = \$150,000 and up	= Discount of

* Some parts will be restricted to a cap of [****] discount (e.g. GM Performance Parts. etc.).

D. Terms of Payment

MIS Account purchases of GM parts will be invoiced when shipped and identified on the MIS Account's Monthly Statement of Account provided by GM ("Monthly Statement"). The Monthly Statement is due and payable in accordance with the following schedule.

Statement Date Billing Period Payment Due

End of Month Entire Month 10th day of following month

GM reserves the right to withhold shipments to MIS Accounts with past—due invoices or debits to their MIS Account, regardless of any remaining credit.

GM reserves the right as an option to deduct any outstanding balance owed from accounts payable due to Direct Account from GM or other General Motors divisions, units, affiliates or subsidiaries.

GM also reserves the right to assess late payment charges of 1-1/2% per month on any past due balance. In the event federal or state law sets a maximum rate for such fees less than 1-1/2% per month, the maximum rate permitted by law will be assessed. In the event that MIS Account defaults in whole or in part of its indebtedness to GM, GM may declare all indebtedness due and payable. These rights are in addition to other rights and remedies available to GM as set forth in the GM MIS Agreement or by law.

E. Transportation and Risk of Loss

Parts will be delivered by carriers and methods selected by GM. GM will determine the point from which parts will be shipped and the mode of transportation for all parts purchased by MIS Accounts.

For parts shipped by carriers or means other than trucks owned or operated by GM, shipment terms shall be F.O.B. (shipping point), and title to parts will pass from GM to MIS Accounts upon delivery by GM to the carrier. MIS Accounts will be responsible for any delays, damages, or losses in shipment, whether or not the carrier used is designated in the shipping and routing instructions of the MIS Account. GM will not be responsible for any claims against carrier for delay, damage, or loss of shipment made by MIS Account.

For or parts shipped to MIS Accounts by trucks owned or operated by GM, title and risk of loss will pass to MIS upon delivery of parts at the approved destination point(s) indicated in Exhibit B or the MIS Locations and Contact Addendum to the GM MIS Agreement, as the case may be.

Proper receiving is required to prevent unnecessary losses in a MIS Account's parts and accessories inventory and to facilitate handling of claims against carriers and GM Parts. MIS Accounts should observe the following instructions when receiving shipments from GM Parts locations or when receiving material scheduled by GM Parts for shipments direct to the MIS Account from a source of supply. Receiving of parts and accessories includes acceptance of the shipment from the carrier and processing of the shipment by the MIS Account.

***Do not refuse any GM shipment. MIS Accounts will be invoiced and are obligated to accept GM shipments.**

Acceptance of Shipment from the Carrier

On receipt of a shipment of parts and accessories by a MIS Account, the following steps must be taken before the transportation receipt is signed:

- Check for visible damage to containers or loose pieces.
- Check MIS Account name, master order number, and piece numbers on shipping tags to make certain that:
 - The exact number of cartons, boxes, bundles, or loose pieces received corresponds to the information shown on the delivery receipt,
 - Each piece is consigned to the MIS Account receiving the shipment.

MIS Account should not sign the delivery receipt for any type of incomplete or damaged shipment without exceptions being noted and signed by the carrier's representative.

F. Transportation Charges

GM will prepay freight on shipment of parts ordered as a "stock order" by MIS Accounts. To be eligible for prepaid freight, the ship to address must be established in the GM Customer records system (Ship-To).

"Emergency Orders" (CSO order type) will also be shipped prepaid except to an alternate ship-to address not appearing on the MIS Account record?

"Overnight Emergency Orders" (CSO-3 order type) will NOT be shipped prepaid and will be shipped at the expense of the MIS Account (included on the GM invoice to the MIS Account).*

* Not all parts are available for Emergency and/or overnight ordering. If the part is unavailable to ship via Emergency or Overnight, the order will cancel.

G. Claims, Material Returns, and Transportation Claims

- **Claims - Overage / Shortage - Must be submitted within 30 days after the original invoice date or the claim will be rejected and the MIS Account will be held responsible.**

Shortage — A straight shortage occurs when you fail to receive material that has been invoiced for, but the parts did NOT appear on the Carriers Delivery Receipt (were never picked up by the carrier from the supplier)

Overage — A straight overage occurs when you receive parts that you have not been invoiced for and you did not order the material.

1. *If you decide to keep the overage, your [MIS account will be invoiced, for this material automatically once the claim is processed.*
2. *If you decide to return the overage, all parts must be returned to GM within 45 days of receiving the call tags.*

☐ Refer to the EPIC Periodical Manual for detailed instructions.

☐ **Material Return**

Claim

Packaged Incorrectly - (Return Code: 03) - Must be submitted within 30 Days of receipt

To qualify as a packaged incorrectly return, one of the conditions identified below must have occurred: 1) Incorrect unit quantity. a) Quantity in package is different than quantity printed on package b) Empty packages. 2) Wrong part in package. 3) Missing pieces.

Concealed Damaged - (Return Code: 06) - Must be submitted within 90 Days of receipt

To qualify for return under the damaged MR plan, one of the following conditions must apply: 1) The damage must have occurred prior to shipment from the PDC or source and must not have been as a result of carrier or customer handling. 2) The damage must have occurred as a result of faulty packing or packaging at SPO prior to shipment, for which no valid claim can be made against the carrier for apparent or concealed damage.

New Defective - (Return Code: 07) - Must be submitted within 30 Days of receipt

To be used only when part has a manufacturing defect. Definition of defective parts: A defective item is defined as "a new part with a defect visible to the eye which has been detected prior to bench testing, installation or attempted installation".

Shipped in Error - (Return Code: 08) - Must be submitted within 30 Days receipt

To qualify as a shipped in error, one of the following conditions must have occurred: 1) The SPO Catalog or other publication contained errors. 2) When the order was written, an error was made in part number or customer code by a GM representative.

Container Damage - (Reason Code: 15) - Must be submitted within 30 Days of receipt

To be used to return parts that are not damaged, but the packaging is defaced, opened or damaged.

☐ Refer to the EPIC Periodical Manual for detailed instructions.

☐ **Transportation Claim - Must be submitted within 20 working days**

- ☐ All transportation claims must have discrepancies noted at time of delivery (for unattended deliveries, call into PDC by next working day)
- ☐ Submit to GM Logistics Provider if differences between number of pieces shipped and received
- ☐ Submit transportation claim to allow for free astray items wait live working days before submitting claim
- ☐ File transportation claim for damaged items noted on unattended delivery returns
- ☐ Claim must be accompanied by delivery receipt with notations of discrepancy

☐ Refer to the EPIC Periodical Manual for detailed instructions.

H. Export Responsibility

The MIS Account agrees to take ownership of all shipments upon delivery to the U.S. address provided and to take full responsibilities for all shipments being exported from the U.S. The MIS Account further understands and agrees to comply with all U.S. and other country's export laws and regulations that relate to any and all products, software, technology (which includes technical data) and/or services that are the

subject of this Agreement. Compliance includes but is not limited to, obtaining appropriate export authorizations and abiding by such authorizations. Customer further agrees not to export, re-export, transmit or otherwise transfer any such product, software, technology and/or services contrary to all U.S. and other country's export laws and regulations, Customer's obligations under this clause shall survive the expiration or termination of this Agreement.

EXCLUSIVE LICENSE AGREEMENT

This Agreement is made effective the 5th day of February, 2007, by and between Wisconsin Alumni Research Foundation (hereinafter called "WARF"), a nonstock, nonprofit Wisconsin corporation, and Tecogen Inc. (hereinafter called "Licensee"), a corporation organized and existing under the laws of Delaware;

WHEREAS, WARF owns certain intellectual property rights to the inventions described in the "Licensed Patents" defined below, and WARF is willing to grant a license to Licensee under any one or all of the Licensed Patents and Licensee desires a license under all of them;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the parties covenant and agree as follows:

Section 1. Definitions.

For the purpose of this Agreement, the Appendix A definitions shall apply.

Section 2. Grant.

A. License.

WARF hereby grants to Licensee an exclusive license under the Licensed Patents to make, have made, use and sell Products in the Licensed Field and Licensed Territory. For a period of six (6) months following the date of this Agreement, the license to Licensee shall include any Improvements developed by Professor Robert Lasseter which are assigned to WARF during such six (6) month period.

B. License to WARF.

(i) Licensee hereby grants to WARF a non-exclusive, royalty-free, irrevocable, paid-up license, with the right to grant sublicenses to non-profit research institutions and governmental agencies, to practice and use any Improvements developed by or on behalf of Licensee for Non-Commercial Research Purposes. Licensee shall provide WARF with a written, enabling disclosure of each such invention, unambiguously identifying it as an invention governed by this paragraph, within six (6) months of the issuance of a patent thereon.

(ii) In the event that Licensee discontinues the use or commercialization of the Licensed Patents or any Improvements provided for under this Agreement, Licensee hereby agrees to grant to WARF an option to obtain a nonexclusive, royalty-bearing license, with the right to grant sublicenses, to practice and use said Improvements for commercial purposes. Licensee shall provide to WARF written notice that Licensee intends to discontinue such use or commercialization immediately upon making such a decision. WARF's option with respect to each Improvement shall expire sixty (60) days after WARF's receipt of said written notice from Licensee or, if WARF exercises its rights hereunder, one hundred and eighty (180) days after such exercise if WARF and Licensee are unable to agree on the terms of such royalty-bearing license. The failure of WARF to timely exercise its option under this paragraph shall be deemed a waiver of WARF's option, but only with respect to the Improvement(s) so disclosed.

C. Reservation of Rights.

WARF hereby reserves the right to grant non-profit research institutions and governmental agencies non-exclusive licenses to practice and use the inventions of the Licensed Patents for Non-Commercial Research

Purposes. WARF, the University of Wisconsin and the inventors of the Licensed Patents shall have the right to publish any information included in the Licensed Patents.

D. Option.

To the extent legally available, WARF shall grant Licensee an option to negotiate a license, having the same scope of the license granted to Licensee herein, to any Improvements developed by Professor Robert Lasseter which are assigned to WARF after July 31, 2007. WARF shall promptly notify Licensee of any such Improvement. Licensee's option with respect to each Improvement shall expire sixty (60) days after Licensee's receipt of said written notice from WARF or, if Licensee exercises its rights hereunder, one hundred and eighty (180) days after such exercise if WARF and Licensee are unable to agree on the terms of a license. The failure of Licensee to timely exercise its option under this paragraph shall be deemed a waiver of Licensee's option, but only with respect to the Improvement(s) so disclosed.

Section 3. Development.

A. Licensee shall use reasonable commercial efforts to develop, manufacture, market and sell Products in the Licensed Field and the Licensed Territory throughout the term of this Agreement. Such activities shall include, without limitation, those activities listed in the Development Plan attached hereto as Appendix E. Licensee agrees that said Development Plan is reasonable and that it shall take all reasonable commercial steps to meet the development program as set forth therein.

B. Beginning in calendar year 2007 and until the Date of First Commercial Sale, Licensee shall provide WARF with a written Development Report summarizing Licensee's development activities since the last Development Report and any necessary adjustments to the Development Plan. Licensee agrees to provide each Development Report to WARF on or before thirty (30) days from the end of each semi-annual period ending June 30 and December 31 for which a report is due, and shall set forth in each Development Report sufficient detail to enable WARF to ascertain Licensee's progress toward the requirements of the Development Plan. WARF agrees that the contents of each Development Report shall constitute "Confidential Information" for purposes of Section 18 of this Agreement. WARF reserves the right to audit Licensee's records relating to the development activities required hereunder. Such record keeping and audit procedures shall be subject to the procedures and restrictions set forth in Section 6 for auditing the financial records of Licensee.

C. Licensee agrees to and warrants that it has obtained, or will obtain, the expertise necessary to independently evaluate the inventions of the Licensed Patents and to develop Products for sale in the commercial market and that it so intends to develop Products for the commercial market. Licensee acknowledges that a failure by Licensee to reasonably implement the Development Plan, or to make timely submission to WARF of any Development Report, or the providing of any materially false information to WARF regarding Licensee's development activities hereunder, shall be a material breach of this Agreement in accordance with Section 7D of this Agreement.

Section 4. Consideration.

A. License Fee.

Licensee agrees to pay to WARF a license fee of[****], due within thirty (30) days of Licensee's execution of this Agreement.

B. Royalty.

In addition to the Section 4A license fee, Licensee agrees to pay to WARF as "earned royalties" a royalty in accordance with the terms and conditions of this Agreement. The royalty is deemed earned as of the earlier of the date an invoice is sent by Licensee or the date a Product is transferred to a third party for any promotional reasons. The royalty shall be a fixed amount for each Product sold or transferred while this Agreement is in effect

according to the following schedule: [****] for the first [****] Product units sold or transferred in a calendar year and [****] for each additional Product unit thereafter until the conclusion of that year.

C. Minimum Royalty.

Licensee further agrees to pay to WARF a minimum royalty of [****] per calendar year (prorated for any partial year during which this Agreement is in effect) starting in calendar year 2009, against which any earned royalty paid for the same calendar year will be credited. The minimum royalty for a given year shall be due at the time payments are due for the calendar quarter ending on December 31. It is understood that the minimum royalties will apply on a calendar year basis, and that sales of Products requiring the payment of earned royalties made during a prior or subsequent calendar year shall have no effect on the annual minimum royalty due WARF for any given calendar year.

D. Patent Fees and Costs.

(i) In consideration of Licensee's collaboration with the Inventor, the Patent Fees and Costs in the United States and Canada normally required are waived. Licensee agrees to pay WARF [****] for each European country in which Licensee desires WARF to pursue patent protection. Licensee shall pay to WARF such costs within thirty (30) days of receiving an invoice from WARF.

(ii) WARF is not obligated to make or maintain any other foreign filings of the Licensed Patents. If Licensee desires WARF to obtain foreign protection in specific countries in Europe, Licensee must notify WARF in writing three (3) months prior to the expiration of the deadline for making such election, indicating those countries in which Licensee desires WARF to obtain European patent protection. Any country for which WARF files for such patent protection at Licensee's request shall be included in the Licensed Territory under this Agreement. WARF reserves the right to file a patent application, at its own expense, in any countries not requested by Licensee pursuant to this Section 4D. Licensee acknowledges that if the United States Government (through any of its agencies or otherwise) has funded research, during the course of or under which any of the inventions of the Licensed Patents were conceived or made, the United States Government is entitled, as a right, under the provisions of 35 U.S.C. § 200-212 and applicable regulations of Chapter 37 of the Code of Federal Regulations, to make and maintain foreign filings in those countries not selected by Licensee and/or WARF.

(iii) WARF will prosecute all national applications it files at Licensee's request pursuant to this Section 4D until WARF determines that continued prosecution is unlikely to result in the issuance of a patent in that country. If WARF decides to abandon prosecution or maintenance of any patent or patent application under the Licensed Patents in a country in which Licensee has requested WARF to make and maintain such filing, WARF shall provide Licensee notice of WARF's intent to abandon such application. In such event, Licensee shall have the right to continue prosecution of said application, at its own expense, on behalf of WARF and Licensee, to the extent allowed under applicable law.

E. Accounting Payments.

(i) Amounts owing to WARE under Section 4B shall be paid on a quarterly basis, with such amounts due and received by WARE on or before the thirtieth day following the end of the calendar quarter ending on March 31, June 30, September 30 or December 31 in which such amounts were earned. The balance of any amounts which remain unpaid more than thirty (30) days after they are due to WARE shall accrue interest until paid at the rate of the lesser of one percent (1%) per month or the maximum amount allowed under applicable law. However, in no event shall this interest provision be construed as a grant of permission for any payment delays.

(ii) Except as otherwise directed, all amounts owing to WARE under this Agreement shall be paid in U.S. dollars to WARE at the address provided in Section 16(a). WARE is exempt from paying income

taxes under U.S. law. Therefore, all payments due under this Agreement shall be made without deduction for taxes, assessments, or other charges of any kind which may be imposed on WARE by any government outside of the United States or any political subdivision of such government with respect to any amounts payable to WARF pursuant to this Agreement. All such taxes, assessments, or other charges shall be assumed by Licensee.

(iii) A full accounting showing how any amounts owing to WARE under Section 4B have been calculated shall be submitted to WARE on the date of each such payment. Such accounting shall be on a per-country and product line, model or trade name basis and shall be summarized on the form shown in Appendix C of this Agreement. In the event no payment is owed to WARE, a statement setting forth that fact shall be supplied to WARE. WARE agrees that the contents of each such accounting shall constitute "Confidential Information" for purposes of Section 18 of this Agreement.

Section 5. Certain Warranties.

A. WARE warrants that (i) except as otherwise provided under Section 14 of this Agreement with respect to U.S. Government interests, it is the owner of the Licensed Patents or otherwise has the right to grant the licenses granted to Licensee in this Agreement, and (ii) to the best of WARF's knowledge, no third party has made any claim or initiated any litigation or other proceeding that challenges the validity or scope of the Licensed Patents. Nothing in this Agreement shall be construed as:

(i) except as provided above, a warranty or representation by WARE as to the validity or scope of any of the Licensed Patents;

(ii) except as provided above, a warranty or representation by WARE that anything made, used, sold or otherwise disposed of under the license granted in this Agreement will or will not infringe patents of third parties; or

(iii) an obligation to furnish any know-how not provided in the Licensed Patents or any services other than those specified in this Agreement.

B. WARF MAKES NO REPRESENTATIONS, EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND ASSUMES NO RESPONSIBILITIES WHATSOEVER WITH RESPECT TO USE, SALE, OR OTHER DISPOSITION BY LICENSEE OR ITS VENDEES OR OTHER TRANSFEREES OF PRODUCTS INCORPORATING OR MADE BY USE OF INVENTIONS LICENSED UNDER THIS AGREEMENT.

C. Licensee represents and warrants that Products produced under the license granted herein shall be manufactured substantially in the United States as required by 35 U.S.C § 204 and applicable regulations of Chapter 37 of the Code of Federal Regulations.

Section 6. Recordkeeping.

A. Licensee shall keep books and records sufficient to verify the accuracy and completeness of Licensee's accounting referred to above, including without limitation inventory, purchase and invoice records relating to the Products or their manufacture. In addition, Licensee shall maintain documentation evidencing that Licensee is in fact pursuing development of Products as required herein. Such documentation may include, but is not limited to, invoices for studies advancing development of Products, laboratory notebooks, internal job cost records, and filings made to the Internal Revenue Department to obtain tax credit, if available, for research and development of Products. Such books and records shall be preserved for a period not less than six (6) years after they are created during and after the term of this Agreement.

B. Licensee shall take all steps necessary so that WARF may within thirty (30) days of its request review all the books and records at a single U.S. location to allow WARF to verify the accuracy of Licensee's royalty reports and Development Reports. Such review may be performed by any employee of WARF

as well as by any attorney or registered CPA designated by WARF, upon reasonable notice and during regular business hours. The contents of all such books and records shall constitute "Confidential Information" for purposes of Section 18 of this Agreement.

C. If a royalty payment deficiency is determined, Licensee shall pay the royalty deficiency outstanding within thirty (30) days of receiving written notice thereof plus interest on outstanding amounts as described in Section 4E(i).

D. If a royalty payment deficiency for a calendar year [****], then Licensee shall be responsible for paying WARF's out-of-pocket expenses incurred with respect to such review.

Section 7. Term and Termination.

A. The term of this license shall begin on the effective date of this Agreement and continue until this Agreement is terminated as provided herein or until the earlier of the date that no Licensed Patent remains an enforceable patent or the payment of earned royalties under Section 4B, once begun, ceases for more than eight (8) consecutive calendar quarters.

B. Licensee may terminate this Agreement at any time by giving at least ninety (90) days written and unambiguous notice of such termination to WARF. Such a notice shall be accompanied by a statement of the reasons for termination.

C. WARF may terminate this Agreement by giving Licensee at least ninety (90) days written notice if the Date of First Commercial Sale does not occur on or before December 31, 2007.

D. If Licensee at any time defaults in the timely payment of any monies due to WARF or the timely submission to WARF of any Development Report, fails to actively pursue the development plan, or commits any material breach of any other covenant herein contained, and Licensee fails to remedy any such breach or default within ninety (90) days after written notice thereof by WARF, or if Licensee commits any act of bankruptcy, becomes insolvent, is unable to pay its debts as they become due, files a petition under any bankruptcy or insolvency act, or has any such petition filed against it which is not dismissed within sixty (60) days, or offers any component of the Licensed Patents to its creditors, WARF may, at its option, terminate this Agreement by giving notice of termination to Licensee.

E. Upon the termination of this Agreement, Licensee shall remain obligated to provide an accounting for and to pay royalties earned up to the date of the termination and any minimum royalties shall be prorated as of the date of termination by the number of days elapsed in the applicable calendar year.

F. Waiver by either party of a single breach or default, or a succession of breaches or defaults, shall not deprive such party of any right to terminate this Agreement in the event of any subsequent breach or default.

Section 8. Enforcement of Licensed Patents.

WARF intends to protect the Licensed Patents against infringers or otherwise act to eliminate infringement, when, in WARF's sole judgment, such action may be reasonably necessary, proper, and justified. In the event that Licensee believes there is infringement of any Licensed Patent under this Agreement which is to Licensee's substantial detriment, Licensee shall provide WARE with notification and reasonable evidence of such infringement. WARE shall have the sole and exclusive right to determine whether or not any action should be taken regarding any infringement of the Licensed Patents (at WARE's cost and for WARE's benefit), and such proceedings shall be under the exclusive control of WARF. Upon request by WARF, Licensee shall take action, join in an action, and otherwise provide WARF with such assistance and information as may be useful to WARE in connection with WARF's taking such action (if the cause of action arose during the term of this Agreement and

WARF reimburses Licensee for Licensees reasonable out-of-pocket expenses). However, if any infringement of the Licensed Patents which is to the substantial detriment of Licensee has not been discontinued within six (6) months after written request by Licensee to WARF and WARF has not by the end of such period taken action intended to abate or terminate the infringing action and Licensee's rights are still exclusive hereunder, Licensee shall have the right, with WARE 's written consent, which shall not be unreasonably withheld, to file a lawsuit to seek to stop such activity at its own expense. During such litigation Licensee shall act in good faith to preserve WARE 's right, title and interest in and to the Licensed Patent, shall keep WARF advised as to the status of the litigation and shall not enter into a settlement of such litigation without first allowing WARF the option of either approving the settlement or of continuing the litigation at WARE's expense for WARE's benefit (upon payment to Licensee of its out-of-pocket costs and expenses of the litigation). Nothing herein shall permit or allow Licensee to commence any action for infringement of the Licensed Patent for any activity allowed under a settlement arrangement entered into by WARF in good faith with a third party infringer.

Section 9. Assignability.

This Agreement may not be transferred or assigned by Licensee except with the prior written consent of WARF.

Section 10. Contest of Validity.

In the event Licensee contests the validity of any Licensed Patent, Licensee shall continue to pay royalties with respect to that patent as if such contest were not underway until the patent is adjudicated invalid or unenforceable.

Section 11. Patent Marking.

Licensee shall mark all Products or Product packaging with the appropriate patent number reference in compliance with the requirements of U.S. law, 35 U.S.C. § 287.

Section 12. Product Liability Patent Infringement; Conduct of Business

A. Licensee shall, at all times during the term of this Agreement and thereafter, indemnify, defend and hold WARF and the inventors of the Licensed Patents harmless against all claims and expenses, including legal expenses and reasonable attorneys fees, arising out of the death of or injury to any person or persons or out of any damage to property and against any other claim, proceeding, demand, expense and liability of any kind whatsoever resulting from the production, manufacture, sale, use, lease, consumption or advertisement of Products arising from any right or obligation of Licensee hereunder. Licensee shall have the right to control the defense of any such claim or litigation, provided that WARF at all times reserves the right to select and retain counsel of its own, at its own expense, to defend WARF's interests.

B. Licensee warrants that it now maintains and will continue to maintain liability insurance coverage appropriate to the risk involved in marketing the products subject to this Agreement and that such insurance coverage is sufficient to cover WARF and the inventors of the Licensed Patents as additional insured. Within ninety (90) days after the execution of this Agreement and thereafter annually between January 1 and January 31 of each year, Licensee will present evidence to WARF that such coverage is being maintained. In addition, Licensee shall provide WARF with at least thirty (30) days prior written notice of any change in or cancellation of the insurance coverage.

Section 13. Use of Names.

Neither party hereto shall use the other party's name, the name of any inventor of inventions governed by this Agreement, or the name of the University of Wisconsin or Tecogen in any sales promotion, advertising, or any other form of publicity without the prior written approval of the entity or person whose name is being used.

Section 14. United States Government Interests.

It is understood that if the United States Government (through any of its agencies or otherwise) has funded research, during the course of or under which any of the inventions of the Licensed Patents were conceived or made, the United States Government is entitled, as a right, under the provisions of 35 U.S.C. §§ 200-212 and applicable regulations of Chapter 37 of the Code of Federal Regulations, to a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced the invention of such Licensed Patents for governmental purposes, Any license granted to Licensee in this Agreement shall be subject to such right.

Section 15. Miscellaneous.

This Agreement shall be governed by and construed in all respects in accordance with the laws of the State of Wisconsin. If any provisions of this Agreement are or shall come into conflict with the laws or regulations of any jurisdiction or any governmental entity having jurisdiction over the parties or this Agreement, those provisions shall be deemed automatically deleted, if such deletion is allowed by relevant law, and the remaining terms and conditions of this Agreement shall remain in full force and effect. If such a deletion is not so allowed or if such a deletion leaves terms thereby made clearly illogical or inappropriate in effect, the parties agree to substitute new terms as similar in effect to the present terms of this Agreement as may be allowed under the applicable laws and regulations. The parties hereto are independent contractors and not joint venturers or partners.

Section 16. Notices.

Any notice required to be given pursuant to the provisions of this Agreement shall be in writing and shall be deemed to have been given at the earlier of the time when actually received as a consequence of any effective method of delivery, including but not limited to hand delivery, transmission by telecopier, or delivery by a professional courier service or the time when sent by certified or registered mail addressed to the party for whom intended at the address below or at such changed address as the party shall have specified by written notice, provided that any notice of change of address shall be effective only upon actual receipt.

- (a) Wisconsin Alumni Research Foundation
Attn: Managing Director
614 Walnut Street
Madison, Wisconsin 53726

- (b) Tecogen, Inc.
Attn: President
45 First Avenue
Waltham, MA 02451

Section 17. Integration.

This Agreement constitutes the full understanding between the parties with reference to the subject matter hereof and no statements or agreements by or between the parties, whether orally or in writing, except as provided for elsewhere in this Section 17, made prior to or at the signing hereof, shall vary or modify the written terms of this Agreement. Neither party shall claim any amendment, modification, or release from any provisions of this Agreement by mutual agreement, acknowledgment, or otherwise, unless such mutual agreement is in writing, signed by the other party, and specifically states that it is an amendment to this Agreement.

Section 18. Confidentiality.

Both parties agree to keep any information identified as confidential by the disclosing party, confidential using methods at least as stringent as each party uses to protect its own confidential information. "Confidential Information" shall include Licensee's development plan and development reports, the Licensed Patents and all information concerning them and any other information marked confidential or accompanied by correspondence

indicating such information is confidential exchanged between the parties hereto. Except as may be authorized in advance in writing by WARF, Licensee shall grant access to the Confidential Information only to its own employees involved in research relating to the Licensed Patents and Licensee shall require such employees to be bound by this Agreement as well. Licensee agrees not to use any Confidential Information to its advantage and WARF's detriment, including but not limited to claiming priority to any application serial numbers of the Licensed Patents in Licensee's patent prosecution. The confidentiality and use obligations set forth above apply to all or any part of the Confidential Information disclosed hereunder except to the extent that:

- (i) Licensee or WARF can show by written record that it possessed the information prior to its receipt from the other party;
- (ii) the information was already available to the public or became so through no fault of the Licensee or WARF;
- (iii) the information is subsequently disclosed to Licensee or WARF by a third party that has the right to disclose it free of any obligations of confidentiality; or (iv) five (5) years have elapsed from the termination or other expiration of this Agreement.

Section 20. Authority.

The persons signing on behalf of WARF and Licensee hereby warrant and represent that they have authority to execute this Agreement on behalf of the party for whom they have signed.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the dates indicated below.

WISCONSIN ALUMNI RESEARCH FOUNDATION

By: /s/ Craig J. Christianson Date: February 5, 2007
Craig J. Christianson, Director of Licensing

TECOGEN INC.

By: /s/ Robert A. Panora Date: February 5, 2007
Robert A. Panora, President and COO

Reviewed by WARF's Attorney

(WARF's attorney shall not be deemed a signatory to this Agreement.)
WARF Ref: Lasseter — P02205US

Appendix A

A. "Licensed Patents" shall refer to and mean those patents and patent applications listed on Appendix B attached hereto in countries in the Licensed Territory and any subsequent patent application owned by WARF in a country in the Licensed Territory but only to the extent it claims an invention claimed in a patent application listed on Appendix B.

B. "Improvements" shall mean any patented modification of an invention described in the Licensed Patents that (1) would be infringed by the practice of an invention claimed in the Licensed Patents; or (2) if not for the license granted under this Agreement, would infringe one or more claims of the Licensed Patents.

C. "Products" shall refer to and mean any and all products that employ or are in any way produced by the practice of an invention claimed in the Licensed Patents or that would otherwise constitute infringement of any claims of the Licensed Patents.

D. "Date of First Commercial Sale" shall mean the date when cumulative sales to the retail market of Products exceeds \$20,000.

E. "Development Report" shall mean a written account of Licensee's progress under the development plan having at least the information specified on Appendix D to this Agreement, and shall be sent to the address specified on Appendix D.

F. "Licensed Field" shall mean any application or use with spark ignited natural gas reciprocating engines of size equal to or less than 500 kW where the primary use is to produce electricity while simultaneously recovering waste heat from the engines for useful purpose.

G. "Licensed Territory" shall be worldwide.

H. "Non-Commercial Research Purposes" shall mean the use of the inventions of the Licensed Patents and/or Improvements for academic research purposes or other not-for-profit scholarly purposes not involving the use of the inventions of the Licensed Patents or Improvements to perform services for a fee or for the production or manufacture of products for sale to third parties.

Appendix B

LICENSED PATENTS

REFERENCE NUMBER	COUNTRY	PATENT NUMBER	ISSUE DATE	APPLICATION SERIAL NUMBER
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CONTROL OF SMALL DISTRIBUTED ENERGY RESOURCES (LASSETER Robert H, PIAGI Paolo)

P02205US	UNITED STATES	7,116,010	10/03/2006	10/245729
P02205CA	CANADA			2497567
P02205EU	EUROPE			3742007.2
P05242US	UNITED STATES			11/084737

STATE OF CALIFORNIA – THE RESOURCES AGENCY
CALIFORNIA ENERGY COMMISSION
1515 NINTH STREET
SACRAMENTO, CA 95814-5512

July 2, 2009

Jean Roy
Senior Program Manager
Tecogen, Inc.
45 First Avenue
Waltham, MA 02451

Dear Jean Roy:

GRANT AWARD NUMBER: PIR-08-022

Your Public Interest Energy Research grant has been approved.

APPROVED AWARD

PURPOSE: TO BROADEN THE MARKET REACH OF SMALLER NATURAL GAS-FUELLED COMBINED HEAT AND POWER (CHP) OF ABOUT 30 KILOWATT-ELECTRIC AND 35-45 TONS CHILLER AND HEAT PUMP.

TERM: 06/30/2009 – 03/31-2012 [SIC: 0/31-2013] AWARD AMOUNT: \$999,824.00

CEC PROJECT MANAGER: RIZALDO ALDAS PHONE: (916) 654-4037

PROCEDURE FOR EXECUTING AGREEMENT

- Enclosed is on copy of the grant award agreement, and three copies of the CEC 146. Please review the agreement and any attachments carefully. Have each CEC 156 signed by the authorized person. Retain the grant award agreement and return two signed copies of the CEC 146 to this office.
- A Payee Data Record form is also enclosed. This form must be completed, signed and returned with the agreement. No payments can be made until this form is received.
- Additionally, payment request forms are enclosed which should be retained in your files for future use.
- Please note that changes in the Terms and Conditions may have been made. Be sure to review prior to execution of the enclosed agreement.
- This grant award agreement is not binding on either party until fully and properly executed by the authorized state officials. A copy of this agreement will be sent to you when it has been executed by the state.
- The California Energy Commission (Commission) agrees to keep this offer open for a period of 30 days from the date of this letter. Failure to execute this agreement within this 30 day period may result in forfeiture of the award.

FUND AVAILABILITY

- These funds have a limited period in which they may be used. All Recipient expenditures must occur prior to the end of this Agreement.

EFFECTIVE DATE

Effective Date of this Agreement is the date the California Energy Commission signs the Agreement. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

PROJECT ASSISTANCE

There are two offices at the Commission with staff to assist you with your grant award. Contact me at (916) 654-4606 for administrative questions and the Commission Project Manager listed above for technical questions.

Sincerely,

JENNIFER MASTERSON, Analyst
Grants and Loans Office

Enclosures

Cc: Rizaldo Aldas, Energy Commission

GRANT AGREEMENT

CEC 146 (Rev, 7/91)

This agreement is official notification of a great award from the California Energy Commission. The attachments listed below are incorporated as part of this grant agreement.

RECIPIENT Tecogen, Inc.	GRANT NUMBER PIR-08-022
ADDRESS 45 First Avenue, Waltham, MA 02451 - 1105	AGREEMENT TERM June 30, 2009 through March 30, 2013
CEC PROJECT MANAGER California Energy Commission, Rinaldo Aldas	The effective date of this Agreement is either the start date of the approval date by the California Energy Commission, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on of after the effective date.
ADDRESS 1516 Ninth Street, MS-47, Sacramento, CA 95814	PHONE (916) 654-4037

PROJECT DESCRIPTION

To broaden the market reach of smaller natural gas-fuelled combined heat and power (CHP) of about 30 kilowatt-electric and 35-45 tons chiller and heat pump.

CEC: \$ 999,824.00

PROGRAM B/A IT. 3360-001-0381 (C) 30-Development		FUND TITLE PIERDD		
AMOUNT ENCUMBERED \$999,824.00	ITEM 0381000-3360-001-30	CHAPTER 171	STATUTE 2007	FISCAL YEAR 08/09
MATCH SHARE \$518,712.00	PURPOSE OF EXPENDITURE 5400-706-54411			
TOTAL \$1,518,536.00	OPTIONAL USE			

I hereby certify upon my own personal knowledge the budgeted funds are available for the period and purpose stated above.

SIGNATURE OF ACCOUNTING OFFICER	DATE 7/2/09
---------------------------------	----------------

The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.

CALIFORNIA ENERGY COMMISSION		RECIPIENT	
AUTHORIZED SIGNATURE	DATE 7/27/09	AUTHORIZED SIGNATURE	DATE 7/13/09
NAME Sherry Mediati, Grants and Loans Manager	PHONE (916) 654-4204	NAME Robert A. Panora	PHONE (781) 466-6401
ATTACHMENTS	TITLE President		

1. Terms and Conditions
2. Work Statement
3. Schedule of Products and Due Dates
4. Budget

**GRANT NOT SUBJECT TO DGS APPROVAL
PER ATTORNEY GENERAL OPINIONS**

TERMS AND CONDITIONS
PUBLIC INTEREST ENERGY RESEARCH GRANTS
AWARD # PIR-08-022

**TERMS AND CONDITIONS
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TERMS AND CONDITIONS

1. *Grant Agreement*

This project is being funded with a grant from the California Energy Commission (Energy Commission). Funding for this project was authorized by Assembly Bill No. 995, Chapter 1051, Statutes of 2000, and consists of funds from the Public Interest Research, Development, and Demonstration Fund.

Program refers to the entire effort undertaken and planned by the Recipient including the work co-funded by the Commission. The program may coincide with or extend beyond the Agreement period. **Project** refers to the work elements of the program. Typically, there are distinct projects within the program being paid for by the Commission under this Agreement.

This Agreement is comprised of the grant funding award, the Terms and Conditions, and all attachments. These Terms and Conditions are standard requirements for Public Interest Energy Research (PIER) grant awards. The Commission may impose special conditions in this grant Agreement which address the unique circumstances of this project. Special conditions that conflict with these standard provisions take precedence. Any special conditions are attached to this Agreement.

The Recipient shall sign all three copies of this Agreement and return two signed packages to the Commission's Grants and Loans Office within 30 days. Failure to meet this requirement may result in the forfeiture of this award. When all required signatures are obtained, an executed copy will be returned to the Recipient.

All work and/or the expenditure of funds (Commission-reimbursed and/or match share) must occur within the approved term of this Agreement. The Commission cannot authorize any payments until all parties sign this Agreement. The start term of this Agreement is either the specified start term or the date the Energy Commission signs the Agreement, whichever is later. The Energy Commission will only sign the Agreement after the Recipient signs it and it has been approved at an Energy Commission Business Meeting.

2. *Attachments and References*

The following are attached and hereby expressly incorporated into this Agreement.

- Work Statement
- Budget
- Content and Format of Progress Reports
- Confidentiality Exhibit (if applicable)
- Intellectual Property Exhibit (if applicable)
- Special Conditions (if applicable)

The Office of Management and Budget (OMB) Circulars and/or federal regulations identified below are incorporated by reference as part of this Agreement. These Terms and Conditions and any Special Conditions take precedence over the circulars and/or regulations. The OMB Circulars and federal regulations are used to help guide the administration of the award when questions arise during the course of performance of the award. OMB Circulars may be accessed on the OMB web site at www.whitehouse.gov/omb/circulars/index.html and federal regulations may be accessed at www.arnet.gov/far/, or by calling the Office of Administration, Publications Office, at (202) 395-7332. Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- Title 48 CFR, Ch. 1, Subpart 31.2: Contracts with Commercial Organizations (Supplemented by 48 CFR, Ch. 9, Subpart 931.2 for Department of Energy grants) (commercial firms and certain non-profit organizations) (www.access.gpo.gov/nara/cfr/cfr-table-search.html)

3. **Funding Limitations**

Any federal, state, and local laws and regulations applicable to your project not expressly listed in this Agreement are incorporated herein as part of this Agreement.

4. **Due Diligence**

The Recipient is required to take timely actions which, taken collectively, move this project to completion. The Commission Project Manager will periodically evaluate the schedule for completion of Work Statement tasks. If the Commission Project Manager determines (1) the Recipient is not being diligent in completing the tasks in the Work Statement or (2) the time remaining in the funding award is insufficient to complete all project work tasks by the Agreement term end date, the Project Manager may recommend to the Policy Committee of the Commission (Committee) that this Agreement be terminated, and the Committee may, without prejudice to any of its remedies, terminate this Agreement.

5. **Products**

Products are defined as any tangible item specified in the Work Statement. Unless otherwise directed, draft copies of all products identified in the Work Statement shall be submitted to the Commission's Accounting Office at the address below. The Accounting Office will forward products to the Commission Project Manager for review and comment. The Recipient will submit an original and two copies of the final version of all products to the Accounting Office. If the Commission Project Manager determines a product is substandard, given the description and intended use of the product as described in the Work Statement and the grant application, the Commission Project Manager may refuse to authorize payment for the product and any subsequent products that rely upon or are based upon that product under this Agreement.

California Energy Commission
Accounting Office
1516 Ninth Street, MS-2
Sacramento, CA 95814

a. **Product Guidelines**

The Recipient shall submit all products listed in the Work Statement to the Commission Project Manager for review and comment in accordance with the approved Schedule of Products and Due Dates. If a draft product is required, the Commission Project Manager will provide written comments back to the Recipient on the draft product within ten (10) working days of receipt. Once agreement has been reached on the draft, the Recipient shall submit the final product to the Commission Project Manager. The Commission Project Manager shall provide written approval of the final product within five (5) working days of receipt. The Recipient shall include key elements from the products in the Final Report for this Agreement.

Alternative review timeframes may be specified in the Work Statement. Review timeframes specified in the Work Statement will take precedence over the timeframes stated herein.

The required format for products can be found in the PIER Style Manual published on the Energy Commission's website:

<http://www.energy.ca.gov/contracts/pier/contractors/index.html>

The Recipient shall use and follow these formats unless otherwise instructed in writing by the Commission Project Manager or the product is described differently in the Work Statement.

b. **Electronic File Format**

The Recipient shall deliver documents to the Commission Project Manager in the following formats:

- Data sets shall be in Microsoft (MS) Access or MS Excel file format.
- PC-based text documents shall be in MS Word file format.
- Documents intended for public distribution shall be in Portable Document Format (PDF) file format, with the native file format provided as well.
- Project management documents shall be in MS Project file format.

Submit any requests for exemption to the electronic file in writing at least ninety (90) days before the product is due. The Commission Project Manager must approve or deny the request in writing.

6. Reports

a. Submission of Reports

All reports will be submitted to the Accounting Office at the address listed in Section 5 above.

b. Progress Reports

The Recipient shall prepare progress reports on the schedule provided in the work statement. The Recipient shall prepare progress reports which summarize all grant activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the project within the current budget and any anticipated cost overruns. See Attachment 1 “Content and Format of Progress Reports” for more information.

c. Final Reports

The Recipient shall prepare a final report outline, draft final report and final report on the schedule provided in the work statement. The final report shall describe the original purpose, approach, results and conclusions of the work done under this Agreement. See *Style Manual: Preparing Public Interest Energy Research (PIER) Program Technical Research Project Reports* located online at <http://www.energy.ca.gov/contracts/pier/contractors/>. Upon receipt of the final report, the Commission Project Manager shall ensure that all work has been satisfactorily completed. The Payment Request for the final payment (including any retention) may only be submitted after the final report is completed and the Commission Project Manager has verified satisfactory completion of the work.

d. Rights in Reports

The Commission reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Agreement, and reserves the right to authorize others to use or reproduce such materials. Each report becomes the property of the Commission.

e. Failure to Comply with Reporting Requirements

Failure to comply with the reporting requirements contained in this award will be considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension or termination of the current award, and withholding of future awards.

7. Legal Statement on Reports and Products

No product or report produced as a result of work funded by this program shall be represented to be endorsed by the Commission, and all such products or reports shall include the following statement:

LEGAL NOTICE

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. The Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights. This report has not been approved or disapproved by the Commission nor has the Commission passed upon the accuracy of the information in this report.

8. Amendments

a. Budget Reallocations

- 1) The Energy Commission, through its Project Manager and Grants Officer, and the Recipient can agree upon and make certain budget reallocations without a formal amendment to this Agreement as long as ALL of the following conditions are met:
 - a) The total of all budget reallocations cannot exceed ten percent (10%) with a cap amount of \$75,000 of the Agreement Amount. For purposes of this provision, "Agreement Amount" means the total amount of Energy Commission funds being paid to Recipient under this Agreement. It does not include any match funds provided by Recipient.

For example, if under an agreement the Energy Commission agrees to pay a Recipient \$100,000 and the Recipient is supplying \$500,000 in match funding, the ten percent (10%) limitation applies to the \$100,000. Only up to \$10,000 of Energy Commission funds can be reallocated without a formal amendment. If under an agreement the Energy Commission agrees to pay a recipient \$800,000, ten percent would be \$80,000, but the cap is \$75,000, so the most that could be reallocated without a formal amendment is \$75,000.

- b) The budget reallocation cannot substantially change the Work Statement. Examples of budget reallocations that do not substantially change the Work Statement, but are not limited to, the following:
 - Increasing or decreasing the overall travel budget. This does not mean an increase to the allowed per diem rates under this Agreement.
 - Increasing or decreasing the equipment budget.
 - Increasing or decreasing the number of personnel assigned to complete tasks. This does not include increasing the hourly rates of the personnel

and classifications listed in the budget. Increasing hourly rates requires a formal amendment.

The addition of personnel also requires a formal amendment unless there is already an identified classification of rates in the budget that the new personnel will be filling.

- c) The budget reallocation only involves moving funds between tasks, line items, or categories. The total Agreement Amount must remain unchanged. Increasing the total amount of the Agreement requires a formal amendment.
 - d) The budget reallocation does not increase the percentage rate of Indirect Overhead, Direct Overhead, Fringe Benefits, General and Administrative Costs, or any other rates listed in the budget. For example, if an agreement budget lists the Indirect Overhead percentage rate as 25% of Direct Labor, the 25% cannot be changed without a formal amendment.
- 2) To effectuate a budget reallocation under this section, the Recipient must make a request in writing to both the Project Manager and the Grants Officer. Both the Project Manager and Grants Officer will then approve or disapprove the request in writing; the approval or disapproval is not effective or binding unless signed by both the Project Manager and the Grants Officer. Oral communications cannot be used or relied upon. If the request is approved, the Project Manager shall revise the Budget Attachments to reflect the changes and send them to the Grants Officer and Recipient.
 - 3) Any desired budget reallocations that do not meet the four criteria in this section must be made through a formal amendment. For purposes of this provision, a “formal amendment” means that all of the following must occur: approval by the Energy Commission at a Commission Business Meeting, a written amendment signed by both parties.
 - 4) Attempted budget reallocations that do not meet the requirements of this section are not legally binding upon the parties.

b. Non-Significant Changes

Changes that are not significant to the Agreement do not need to be approved at an Energy Commission Business Meeting through a formal amendment. These changes shall be documented in writing to the Commission Project Manager. Only the following changes are deemed non-significant:

- 1) Budget revisions among tasks or budget categories that do not affect the scope of the project or the overall Agreement amount as long as such revisions adhere to requirements in paragraph 8.a, above. However, increases in hourly personnel rates, fringe benefits, all overheads, and any other rates specified in the Agreement are deemed significant and must follow the requirements in paragraph 8.c. below.
- 2) Changes to the Work Statement that only correct grammatical errors or reference mistakes.
- 3) Revisions to Product Due Dates as long as the revised dates are within the current approved term of the Agreement and agreed to in writing by the Commission Project Manager.
- 4) Designation of Project Managers and other contact information.

- 5) Recipient's increase of match share.

c. Significant Changes

Significant changes to this Agreement require a formal amendment which must be approved at an Energy Commission Business Meeting. Significant Changes are defined as any modifications to the Agreement that do not meet the requirements in paragraph 8.b. above. Examples of significant changes include, but are not limited to:

- Change of Recipient's legal name.
- Change of Recipient.
- Changes in order to disencumber funds.
- Changes to the Work Statement that modify the scope of the Agreement.
- Changes to the Work Statement that extend the due dates beyond the term of the Agreement.
- Changes to the Budget that increase the amount of Energy Commission funding within the Agreement.
- Changes to the Budget that increase rates (e.g., hourly) or fees, including those for subcontractors.
- Reallocations to the Budget that substantially change the Work Statement. (As determined by the Grants and Loans Office.)

When seeking to change this Agreement, Recipient understands and acknowledges that it can take the Energy Commission six (6) months or more to process an amendment.

9. Contracting and Procurement Procedures

This section provides general requirements for an agreement between the Recipient and a third party ("subcontractor").

The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into under this Agreement.

All subcontracts must incorporate all of the following:

- A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement.
- Any additional requirements specified in the OMB Circulars and/or federal regulations incorporated by reference in this Agreement.
- Further assignments shall not be made to any third or subsequent tier subcontractor without additional advance written consent of the Commission.

All subcontracts must also incorporate language conforming to the following provisions specified in this Agreement, and these provisions shall expressly flow down to all subcontractors:

- Standard of Performance
- Audit
- Nondiscrimination
- Indemnification
- Rights of Parties Regarding Intellectual Property

- Intellectual Property Items Developed Prior to this Agreement
- Travel and Per Diem
- Equipment
- Disputes
- Confidentiality
- Recordkeeping, Cost Accounting, and Auditing
- Access to Sites and Records
- Legal Notice
- Survival of the following sections:
 - Recordkeeping, Cost Accounting and Auditing
 - Audit
 - Equipment
 - Rights of Parties Regarding Intellectual Property
 - Access to Sites and Records

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Commission and any subcontractors, and no subcontract shall relieve the Recipient of its responsibilities and obligations hereunder. The Recipient agrees to be as fully responsible to the Commission for the acts and omissions of its subcontractors or persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Recipient. The Recipient's obligation to pay its subcontractors is an independent obligation from the Commission's obligation to make payments to the Recipient. As a result, the Commission shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

Recipient shall be responsible for establishing and maintaining contractual agreements with and reimbursement of each subcontractor for work performed in accordance with the terms of this Agreement.

All subcontracts entered into pursuant to this Agreement shall be subject to examination and audit by the Energy Commission and/or Bureau of State Audits for a period of three years after final payment under this Agreement.

Recipient shall provide a copy of its subcontracts upon request by the Energy Commission.

Failure to comply with the above requirements may result in the termination of this Agreement.

10. Key Personnel, Key Subcontractors, and Prevailing Wage

a. Key Personnel

Key personnel are employees of the Recipient who are critical to the outcome of the project. For example, they may have expertise in the particular field or have experience that is not available from another source. Replacing these individuals may affect the outcome of the project. Key personnel, listed in the Budget exhibit, may not be substituted without the Commission Project Manager's approval. Such approval shall not be unreasonably withheld. Recipient may substitute all other personnel, with reasonable advance notification made to the Commission Project Manager.

b. Key Subcontractors

Key subcontractors are subcontractors or vendors to the Recipient who are critical to the outcome of the project. As with key personnel, key subcontractors may have expertise in the particular field or have experience that is not available from another source. Replacing these subcontractors may affect the outcome of the project. An employee of the Recipient's subcontractor or vendor may also qualify as "key." Key subcontractors, listed in the Budget exhibit, may not be substituted without the Commission Project Manager's approval. Such

approval shall not be unreasonably withheld. Recipient may substitute all other subcontractors, with reasonable advance notification made to the Commission Project Manager. Replacement of key subcontractors is subject to the “Contracting and Procurement Procedures” section contained within these terms and conditions.

c. Prevailing
Wage

For purposes of this paragraph, “public works” means construction, alteration, demolition, installation, repair or maintenance work over \$1,000; and “Contractor” means all contractors that provide public works activities for the Project.

1) Recipient/General
Requirements

- a) Recipient shall comply with state prevailing wage law, Chapter 1 of Part 7 of Division 2 of the Labor Code, commencing with Section 1720; and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000, for any public works activities performed on the Project funded by this Agreement. For purpose of compliance with prevailing wage law, the Recipient shall comply with provisions applicable to an awarding body. Compliance with state prevailing wage law includes without limitation: payment of prevailing wage as applicable; overtime and working hour requirements; apprenticeship obligations; payroll recordkeeping requirements; and other obligations as required by law.
- b) Recipient shall certify to the Energy Commission on each Payment Request Form, that prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that the Recipient and all contractors complied with prevailing wage laws. Prior to the release of any retained funds under this Agreement, the Recipient shall submit to the Energy Commission a certificate signed by the Recipient and all contractors performing public works activities stating that prevailing wages were paid as required by law.

2) Flowdown
Requirements

Recipient shall ensure that all agreements with contractors for public works activities for the Project contain the following provisions:

- a) Contractor shall comply with state prevailing wage law, Chapter 1 of Part 7 of Division 2 of the Labor Code, commencing with Section 1720; and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000, for all construction, alteration, demolition, installation, repair or maintenance work over \$1,000 performed under the contract. Contractor’s obligations under prevailing wage laws include without limitation: pay not less than the applicable prevailing wage for public works activities performed on the Project; comply with overtime and working hour requirements; comply with apprenticeship obligations; comply with payroll recordkeeping requirements; and comply with other obligations as required by law.
- b) Contractor shall ensure that the above requirements are included in all subcontracts for public works activities for the Project.

11. Bonding and Insurance

The Recipient will comply with all bonding and insurance requirements relating to bid guarantees, performance bonds, and payment bonds without regard to the dollar value of the subcontract(s) in accordance with applicable federal and state laws and regulations.

12. Permits and Clearances

The Recipient is responsible for ensuring all necessary permits and environmental documents are prepared and clearances are obtained from the appropriate agencies.

13. Equipment

Title to equipment acquired by the Recipient with grant funds shall vest in the Recipient. The Recipient shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds and the Recipient shall not encumber the property without Commission Project Manager approval. When no longer needed for the original project or program, the Recipient shall contact the Commission Project Manager for disposition instructions.

Recipient should refer to the applicable OMB Circulars and/or federal regulations incorporated by reference in this Agreement for additional equipment requirements.

14. Termination

a. Purpose

The parties agree that because the Energy Commission is a state entity and provides funding on behalf of all Californian ratepayers, it is necessary for the Energy Commission to be able to terminate, at once, upon the default of Recipient and to proceed with the work required under the Agreement in any manner the Energy Commission deems proper. Recipient specifically acknowledges that the termination of the Agreement by the Energy Commission under the terms set forth below is an essential term of the Agreement, without which the Energy Commission would not enter into the Agreement. Recipient further agrees that upon any of the events triggering the termination of the Agreement by the Energy Commission, the Energy Commission has the right to terminate the Agreement, and it would constitute bad faith of the Recipient to interfere with the immediate termination of the Agreement by the Energy Commission.

b. Breach

The Energy Commission shall provide Recipient written notice of intent to terminate due to Recipient's breach. Recipient will have fifteen (15) calendar days to fully perform or cure the breach. In the event Recipient does not cure the breach within fifteen (15) days, the Energy Commission may, without prejudice to any of its other remedies, terminate this Agreement upon five (5) calendar days written notice to Recipient. In such event, the Energy Commission shall pay Recipient only the reasonable value of the satisfactorily performed services rendered by Recipient before the notice of termination, as may be agreed upon by the parties or determined by a court of law, but not in excess of the Agreement maximum payable.

c. For Cause

The Energy Commission may, for cause, and at its option, terminate this Agreement upon giving thirty (30) calendar days advance written notice to Recipient. In such event, Recipient agrees to use all reasonable efforts to mitigate its expenses and obligations. The Energy Commission will

pay Recipient for services rendered and expenses incurred within thirty (30) days after notice of termination which could not by reasonable efforts of Recipient have been avoided, but not in excess of Agreement maximum payable. Recipient agrees to relinquish possession of equipment purchased for this Agreement with Energy Commission funds to the Commission, or Recipient may, with approval of the Energy Commission, purchase the equipment as provided by the terms of this Agreement.

The term "for cause" includes, but is not limited to, the following reasons:

- Partial or complete loss of Match Funds;
- Reorganization to a business entity unsatisfactory to the Energy Commission;
- Retention or hiring of subcontractors, or replacement or addition of Key Personnel that fail to perform to the standards and requirements of this Agreement;
- Recipient is not able to pay its debts as they become due and/or Recipient is in default of an obligation that impacts its ability to perform under this Agreement; or
- Significant change in State or Energy Commission policy such that the work or product being funded would not be supported by the Commission.

15. Travel and Per Diem

For purposes of payment, Recipient's headquarters shall be considered the location of the Recipient's office where the employees assigned responsibilities for this award are permanently assigned. Travel expenditures not listed in this section cannot be reimbursed.

Travel not listed in the Budget section of this Agreement shall require prior written authorization from the Commission Project Manager. Recipient shall be reimbursed for authorized travel and per diem up to, but not to exceed, the rates allowed non-represented state employees. A copy of the current allowable travel reimbursement rates can be obtained from the Commission's web site at <http://www.energy.ca.gov/contracts/> or by contacting the Commission's Grants and Loans Office at (916) 654-4381.

Travel expense claims must detail expenses using the allowable rates, and Recipient must sign and date travel expense claim before submitting the travel expense claim to the Commission for payment. Expenses must be listed by trip including dates and times of departure and return. Travel expense claims supporting receipts and expense documentation shall be attached to the Recipient's Payment Request. A vehicle license number is required when claiming mileage, parking, or toll charges. Questions regarding allowable travel expenses or per diem should be addressed to the Commission Project Manager.

16. Standard of Performance

- a. Recipient, its subcontractors and their employees in the performance of Recipient's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in scientific and engineering research fields.
- b. The failure of a project to achieve the technical or economic goals stated in the Work Statement is not a basis for the Energy Commission to determine that the work is unacceptable, unless the work conducted by the Recipient or its subcontractors is deemed by the Energy Commission to have failed the foregoing standard of performance.
- c. In the event that Recipient or its subcontractor fails to perform in accordance with the foregoing standard of performance, the Commission Project Manager and the Recipient Project Manager shall seek to negotiate in good faith an equitable resolution satisfactory to both parties. If such a

resolution cannot be reached, the parties shall work through the Energy Commission's dispute resolution process described in the Disputes Section herein.

- d. Nothing contained in this section is intended to limit any of the rights or remedies which the Energy Commission may have under law.

17. Payment of Funds

The Energy Commission agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the Budget. The rates in the Budget are rate caps, or the maximum amount allowed to be billed. The Recipient can only bill for actual expenses incurred at the Recipient's actual direct labor rate(s), fringe benefit rate(s), and indirect rate(s), not to exceed the rates specified in the Budget.

a. Payment Requests

Unless indicated otherwise in Special Conditions, the Recipient may request payment from the Energy Commission at any time during the term of this Agreement, but no more frequently than monthly, although it is preferred that payment requests be submitted with the progress reports.

Payments will be made on a reimbursement basis for Recipient's expenditures, i.e., after the Recipient has paid for a service, product, supplies, or other approved budget item. No reimbursement for food or beverages shall be made other than allowable per diem charges.

The Energy Commission, at its sole discretion, may honor advance payment requests subject to special conditions specified by the Commission's Grants and Loans Office.

Funds in this award have a limited period in which they must be expended. All Recipient expenditures (Energy Commission-reimbursable and match share) must occur within the approved term of this Agreement.

b. Payment Request Format

A request for payment shall consist of, but is not limited to:

- 1) An invoice that includes a **list** of actual expenses incurred during the billing period, up to any Budget rate caps. The Recipient can only bill the lower of actual rates or Budget rate caps. Backup documentation is required at time of invoice submittal. Unless specified otherwise in Special Conditions, the invoice list must include expenditures in accordance with the Budget, as follows:
 - a) Date prepared, grant number, Recipient's Federal ID number, and billing period;
 - b) Recipient's actual labor expenditures, including hourly labor rates by individual name and classification, hours worked, and benefits (fully loaded rates may only be used if fully loaded rates are included in the grant Budget);
 - c) Operating expenses, including travel, equipment, supplies, and other;
 - d) Receipts for travel, including departure and return times.
 - e) Receipts for materials, miscellaneous, and equipment.
 - f) Subcontractor invoices;

- g) Overhead/indirect;
 - h) Match fund expenditures,
and
 - i) By Budget line item (cost component) category, list budgeted amount, billed to date, current billing, and balance of funds.
- 2) A progress report that documents evidence of progress, which includes written progress reports and products prepared by the Recipient as detailed in the Work Statement.

The Commission will accept computer-generated or electronically transmitted invoices without backup documentation provided that the Recipient sends a hardcopy the same day.

Recipient shall submit all invoices to the following address:

California Energy Commission
Accounting Office
PIER Grant Program
1516 Ninth Street, MS-2
Sacramento, CA 95814

c. Certification

The following certification shall be included on each Payment Request form and signed by the Recipient's authorized officer:

The documents included in this request for payment are true and correct to the best of my knowledge and I, as an agent of [Company Name] have authority to submit this request. I certify that reimbursement for these costs has not and will not be received from any other sources, including but not limited to a Government entity contract, subcontract, or other procurement method. For projects considered to be a public work: Prevailing wages were paid to eligible workers who provided labor for the work covered by this invoice; Recipient and all subcontractors have complied with prevailing wage laws.

d. Government Entity

Government Entity is defined as a governmental agency from California or any state or a state college or state university from California or any state; a local government entity or agency, including those created as a Joint Powers Authority; an auxiliary organization of the California State University or a California community college; the Federal government; a foundation organized to support the Board of Governors of the California Community Colleges or an auxiliary organization of the Student Aid Commission established under Education Code 69522.

e. Release of Funds

Each invoice is subject to Commission Project Manager approval. The Commission Project Manager will not process any payment request during the Agreement term if the following conditions have not been met:

- All required reports have been submitted and are satisfactory to the Commission Project Manager.
- All applicable special conditions have been met.

- All appropriate permits or permit waivers from governmental agencies have been issued to the Recipient and copies have been received by the Commission Project Manager.
- All products due have been submitted and are satisfactory to the Commission Project Manager.
- Other prepayment conditions as may be required by the Commission Project Manager have been met. Such conditions will be specified in writing ahead of time, if possible.

Payments shall be made to the Recipient only for undisputed invoices. An undisputed invoice is an invoice executed by the Recipient for project expenditures, that meets all payment conditions of the Agreement, and for which additional evidence is not required to make payment. The invoice may be disputed if all products due for the billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of this Agreement. If the invoice is disputed the Recipient will be notified via a Dispute Notification Form within 15 working days of receipt of the invoice.

f. Fringe Benefits, Indirect Overhead, General and Administrative (G&A), and Facilities and Administration (F&A)

Indirect cost rates must be developed in accordance with generally accepted accounting principles and the applicable OMB circulars or federal acquisition regulations. If the Recipient has an approved fringe benefits or indirect cost rate (indirect overhead, G&A, or F&A) from their cognizant Federal Agency, the Recipient may bill at the federal rate up to the Budget rate caps if the following conditions are met:

- The Recipient may bill at the federal provisional rate but must adjust annually to reflect their actual final rates for the year in accordance with the Labor, Fringe, and Indirect Invoicing Instructions which can be accessed at www.energy.ca.gov/contracts/pier/PIERInvoicingInstructions.doc.
- The cost pools used to develop the federal rates must be allocable to the Commission Agreement, and the rates must be representative of the portion of costs benefiting the Commission Agreement. For example, if the federal rate is for manufacturing overhead at the Recipient's manufacturing facility and the Commission Agreement is for research and development at their research facility, the federal indirect overhead rate would not be applicable to the Commission Agreement.
- The federal rate must be adjusted to exclude any costs that are specifically prohibited in the Commission Agreement.
- The Recipient may only bill up to the Agreement Budget rate caps unless and until an amendment to the Agreement Budget is approved.

g. Retention

It is the Commission's policy to retain 10 percent of any payment request or 10 percent of the total Commission award at the end of the project. After the project is complete the Recipient must submit a completed payment request form requesting release of the retention. The Commission Project Manager will review the project file and, when satisfied that the terms of the funding Agreement have been fulfilled, will authorize release of the retention.

h. State Controller's Office

Payments are made by the State Controller's Office.

- 1) Conditions for payment:

- a) No payment shall be made in advance of services rendered. Unless prior written approval has been obtained by the Grants and Loans Office.
- b) Payment shall only be made in accordance with the Budget attachment.
- c) Each request for payment is subject to the Commission Project Manager's approval.
- d) Payments shall be made to the Recipient for undisputed invoices. An undisputed invoice is an invoice submitted by the Recipient for work performed, and for which additional evidence is not required to determine its validity. The invoice will be disputed if all products due for the billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of this Agreement. If the invoice is disputed, Recipient will be notified via a Dispute Notification Form within 15 working days of receipt of the invoice.
- e) Payment will be made in accordance with, and within the time specified, in Government Code Chapter 4.5, commencing with Section 927.
- f) Final invoice must be received by the Energy Commission no later than 30 calendar days after the Agreement termination date.
- g) No payment will be made for costs identified in recipient invoices that has or will not be reimbursed by other source, including but not limited to a Government Entity contract.

18. Recordkeeping, Cost Accounting, and Auditing

a. Cost Accounting

Recipient agrees to keep separate, complete, and correct accounting of the costs involved in completing the grant and match funded (if any) portion of this project. The Commission or its agent shall have the right to examine Recipient's books of accounts at all reasonable times to the extent and as is necessary to verify the accuracy of Recipient's reports.

b. Accounting Procedures

The Recipient's costs shall be determined on the basis of the Recipient's accounting system procedures and practices employed as of the effective date of this Agreement, provided that the Recipient shall use generally accepted accounting principles and cost reimbursement practices. The Recipient's cost accounting practices used in accumulating and reporting costs during the performance of this Agreement shall be consistent with the practices used in estimating costs for any proposal to which this Agreement relates; provided that such practices are consistent with the other terms of this Agreement and provided, further, that such costs may be accumulated and reported in greater detail during performance of this Agreement. The Recipient's accounting system shall distinguish between direct costs and indirect costs. All costs incurred for the same purpose, in like circumstances, are either direct costs only or indirect costs only with respect to costs incurred under this Agreement.

c. Allowability of Costs

1) Allowable Costs

The costs for which the Recipient shall be reimbursed under this Agreement include all costs, direct and indirect, incurred in the performance of work that are identified in the grant Budget. Costs must be incurred within the term of the Agreement. Factors to be considered in determining whether an individual item of cost is allowable include (i) reasonableness of the item, (ii) appropriate use of the allowability of the item to the work, (iii) applicable federal OMB circulars and/or federal regulations incorporated by reference in this Agreement, and (iv) the terms and conditions of this Agreement.

2) Unallowable Costs

The following is a description of some specific items of cost that are unallowable; provided, however, that the fact that a particular item of cost is not included shall not mean that it is allowable. Details concerning the allowability of costs are available from the Energy Commission's Accounting Office.

- a) Profit or Fees, Contingency Costs, Imputed Costs (e.g., Cost of Money), Fines and Penalties, Losses, Excess Profit Taxes and increased rates and fees for this Agreement.
 - b) The Commission will pay for state or local sales or use taxes on expenditures. The State of California is exempt from Federal excise taxes.
- 3) Except as provided for in this Agreement, Recipient shall use the federal OMB circulars and/or federal regulations incorporated by reference in this Agreement when determining allowable and unallowable costs. In the event of a conflict, this Agreement takes precedence over the OMB Circulars and/or federal regulations.

d. Audit Rights

Recipient shall maintain books, records, documents, and other evidence, based on the procedures set forth above, sufficient to reflect properly all costs claimed to have been incurred in performing this Agreement. The Energy Commission, an agency of the state or, at the Energy Commission's option, a public accounting firm designated by the Energy Commission, may audit such accounting records at all reasonable times with prior notice by the Energy Commission. The Energy Commission shall bear the expense of such audits. It is the intent of the parties that such audits shall ordinarily be performed not more frequently than once every twelve (12) months during the performance of the work and once at any time within three (3) years following payment by the Energy Commission of the Recipient's final invoice. However, performance of any such interim audits by the Energy Commission does not preclude further audit.

Recipient agrees that the Energy Commission, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting source documentation pertaining to the performance of this Agreement. Recipient agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated. Recipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Recipient agrees to include a similar right of the state to audit records and interview staff in any subcontract related to performance of this Agreement.

e. Refund to the Energy Commission

If the Energy Commission determines, that any invoiced and paid amounts exceed the actual allowable incurred costs, Recipient shall repay such amounts to the Energy Commission within thirty (30) days of request or as otherwise agreed by the

Energy Commission and Recipient. If the Energy Commission does not receive such repayments, the Energy Commission shall be entitled to withhold further payments to the Recipient or seek repayment from the Recipient.

f. Audit Cost

The cost of the audit shall be borne by the Energy Commission except when the results of the audit reveal an error detrimental to the Energy Commission exceeding more than ten percent (10%) or \$5,000 (whichever is greater) of 1) the amount audited, or 2) if a royalty audit, the total royalties due in the period audited. Recipient shall pay the refund as specified in “e. Refund to the Energy Commission,” and Recipient agrees to reimburse the Energy Commission for reasonable costs and expenses incurred by the Energy Commission in conducting such audit.

g. Match or Cost Share (match)

If the Budget includes a match share requirement, the Recipient's commitment of resources, as described in this Agreement, is a required expenditure for receipt of Energy Commission funds. Grant funds will be released only if the required match percentages are expended. The Recipient must maintain accounting records detailing the expenditure of the match (actual cash and in-kind services) and report on match share expenditures on the Recipient's request for payment.

19. Indemnification

The Recipient agrees to indemnify, defend, and save harmless the state, its officers, agents, and employees from any and all claims and losses accruing or resulting to Recipient and to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Recipient in the performance of this Agreement.

20. Disputes

In the event of a dispute or grievance between Recipient and the Energy Commission, both parties shall follow the procedure below. Recipient shall continue with the responsibilities under this Agreement during any dispute.

a. Commission Dispute Resolution

The Recipient shall first discuss the problem informally with the Commission Project Manager. If the problem cannot be resolved at this stage, the Recipient must direct the grievance together with any evidence, in writing, to the Grants and Loans Office. The grievance must state the issues in the dispute, the legal authority or other basis for the Recipient's position and the remedy sought. The Grants and Loans Office and the Program Office Manager must make a determination on the problem within ten (10) working days after receipt of the written communication from the Recipient. The Grants and Loans Office shall respond in writing to the Recipient, indicating a decision and explanation for the decision. Should the Recipient disagree with the Grants and Loans Office's decision, the Recipient may appeal to the second level.

The Recipient must prepare a letter indicating why the Grants and Loans Office's decision is unacceptable, attaching to it the Recipient's original statement of the dispute with supporting

documents, along with a copy of the Grants and Loans Office's response. This letter shall be sent to the Energy Commission's Executive Director within ten (10) working days from receipt of the Grants and Loans Office's decision. The Executive Director or designee shall meet with the Recipient to review the issues raised. A written decision signed by the Executive Director or designee shall be returned to the Recipient within twenty (20) working days of receipt of the Recipient's letter. The Executive Director may inform the Energy Commission of the decision at an Energy Commission business meeting. Should the Recipient disagree with the Executive Director's decision, the Recipient may appeal to the Energy Commission at a regularly scheduled business meeting. Recipient will be provided with the current procedures for placing the appeal on a Energy Commission business meeting agenda.

b. Binding
Arbitration

Should the Energy Commission's Dispute Resolution procedure above fail to resolve an Agreement dispute or grievance to the satisfaction of either party, the Recipient and the Energy Commission mutually may elect to have the dispute or grievance resolved through binding arbitration. If one party does not agree, the matter shall not be submitted to arbitration. The arbitration proceeding shall take place in Sacramento County, California, and shall be governed by the commercial arbitration rules of the American Arbitration Association (AAA) in effect on the date the arbitration is initiated. The dispute or grievance shall be resolved by one (1) arbitrator who is an expert in the particular field of the dispute or grievance. The arbitrator shall be selected in accordance with the AAA commercial arbitration rules. If arbitration is mutually decided by the parties, arbitration is in lieu of any court action and the decision rendered by the arbitrator shall be final and may not be appealed to a court through the civil process). However, judgment may be entered upon the arbitrator's decision and is enforceable in accordance with the applicable law in any court having jurisdiction over this Agreement. The demand for arbitration shall be made no later six (6) months after the date of the Agreement's termination, despite when the dispute or grievance arose, and despite the applicable statute of limitations for a suit based on the dispute or grievance. If the parties do not mutually agree to arbitration, the parties agree that the sole forum to resolve a dispute is California state court.

The cost of arbitration shall be borne by the parties as follows:

- 1) The AAA's administrative fees shall be borne equally by the parties;
- 2) The expense of a stenographer shall be borne by the party requesting a stenographic record;
- 3) Witness expenses for either side shall be paid by the party producing the witness;
- 4) Each party shall bear the cost of its own travel expenses;
- 5) All other expenses shall be borne equally by the parties, unless the arbitrator apportions or assesses the expenses otherwise as part of the award.

At the option of the parties, any or all of these arbitration costs may be deducted from any balance of Agreement funds. Both parties must agree, in writing, to utilize Agreement funds to pay for arbitration costs.

21. Workers' Compensation Insurance

- a. Recipient hereby warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to

the Commission Project Manager satisfactory evidence of this insurance at any time the Commission Project Manager may request.

b. If Recipient is self-insured for worker's compensation, it hereby warrants such self-insurance is permissible under the laws of the State of California and agrees to furnish to the Commission Project Manager satisfactory evidence of this insurance at any time the Commission Project Manager may request.

22. Confidentiality

a. Information Considered Confidential

All Recipient information considered confidential at the commencement of this Agreement is designated an Attachment to this Agreement.

b. Confidential Products: Labeling and Submitting Confidential Information

Prior to the commencement of this Agreement, the parties have identified in an Attachment to this Agreement, specific Confidential Information to be provided as a product. All such confidential products shall be marked, by the Recipient, as "Confidential" on each page of the document containing the Confidential Information and presented in a sealed package to the Grants and Loans Office. (Non-confidential products are submitted to the Commission Project Manager.) All Confidential Information will be contained in the "confidential" volume: no Confidential Information will be in the "public" volume.

c. Submittal of Unanticipated Confidential Information as a Product

The Recipient and the Commission agree that during this Agreement, it is possible that the Recipient may develop additional data or information not originally anticipated as a confidential product. In this case, Recipient shall follow the procedures for a request for designation of Confidential Information specified in title 20 CCR 2505. The Energy Commission's Executive Director makes the determination of confidentiality. Such subsequent determinations may be added to the list of confidential products in an Attachment to this Agreement.

d. Disclosure of Confidential Information

Disclosure of Confidential Information by the Energy Commission may only be made pursuant to 20 CCR 2506 and 2507. All confidential data, records or products that are legally disclosed by the Recipient or any other entity become public records and are no longer subject to the above confidentiality designation.

23. Intellectual Property Items Developed Prior to This Agreement

a. Intellectual property information is designated in an Attachment to this Agreement.

b. The Energy Commission makes no claim to intellectual property that existed prior to this Agreement and was developed without Energy Commission funding.

24. Rights of Parties Regarding Intellectual Property

a. Energy Commission's Rights in Products

Products and reports specified for delivery to the Energy Commission under this Agreement shall become the property of the Energy Commission. The Energy Commission may use, publish, and reproduce the products and reports subject to the provisions of subsection c.

b. Rights in Technical, Generated, and Product Data

1) Recipient's Rights

All data (i.e., technical, generated and product data) produced under this Agreement shall be the property of the Recipient, limited by the license retained by the Energy Commission in 2) below, and the rights the Energy Commission has in products specified above in a).

2) Energy Commission's Rights

Recipient shall provide the Commission Project Manager and any designated reviewer(s) with a copy of all technical, generated and product data produced under the Agreement, when requested. Recipient is not required to copy and submit data the Commission Project Manager has identified as being unusable to the Energy Commission and the PIER program such as raw data that is too disaggregated or voluminous for practical application. Such data shall be retained at the Recipient's facility for inspection, review and possible copying by the Commission Project Manager for a minimum of three (3) years after final payment unless a longer period of records retention is stipulated.

Upon request by Commission Project Manager, Recipient shall provide the Commission Project Manager and any designated reviewer(s) access to review technical and generated data produced in the course of this Agreement that is not requested to be delivered to the Energy Commission.

For all data (technical, generated and product data) produced under this Agreement, the Energy Commission retains a no-cost, non-exclusive, non-transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, produce and to authorize others to produce, translate, publish and use the data, subject to the provisions of subsection c.

c. Limitations on Commission Disclosure of Recipient's Confidential Records

1) Data provided to the Energy Commission by Recipient, which data the Energy Commission has not already agreed to keep confidential and which Recipient seeks to have designated as confidential, or is the subject of a pending application for confidential designation, shall not be disclosed by the Energy Commission except as provided in Title 20 CCR Sections 2506 and 2507 (or as they may be amended), unless disclosure is ordered by a court of competent jurisdiction.

2) It is the Energy Commission's intent to use and release project results such as products and data in a manner calculated to further PIER while protecting proprietary or patentable interests of the parties. Therefore, the Energy Commission agrees not to disclose confidential data or the contents of reports containing data considered by Recipient as confidential, without first providing a copy of the disclosure document for review and comment by Recipient. Recipient shall have no less than 10 working days for review and comment and, if appropriate, to make an application for confidential designation on some

or all of the data. The Energy Commission shall consider the comments of the Recipient and use professional judgment in revising the report, information or data accordingly.

d. Exclusive Remedy

In the event the Energy Commission intends to publish or has disclosed data the Recipient considers confidential, the Recipient's exclusive remedy is a civil court action for injunctive relief. Such court action shall be filed in Sacramento County, Sacramento, California.

e. Waiver of Consequential Damages

IN NO EVENT WILL THE ENERGY COMMISSION BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY FOR THE DISCLOSURE OF RECIPIENT'S CONFIDENTIAL RECORDS, EVEN IF THE ENERGY COMMISSION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. DAMAGES THAT THE ENERGY COMMISSION WILL NOT BE RESPONSIBLE FOR INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFIT; LOSS OF SAVINGS OR REVENUE; LOSS OF GOODWILL; LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT; COST OF CAPITAL; COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES, OR SERVICES; DOWNTIME; THE CLAIMS OF THIRD PARTIES INCLUDING CUSTOMERS; AND INJURY TO PROPERTY.

f. Limitations on Recipient Disclosure of Grant Data, Information, Reports and Records

- 1) Recipient must receive approval from the Commission Project Manager before disclosing to any third party the contents of any draft product or report.
- 2) After any document submitted has become a part of the public records of the state, Recipient may, if it wishes to do so at its own expense, publish or utilize the same, but shall include the legal notice stated above.
- 3) Notwithstanding the foregoing, in the event any public statement is made by the Energy Commission as to the role of Recipient or the content of any preliminary or Final Report of Recipient hereunder, Recipient may, if it believes such statement to be incorrect, state publicly what it believes is correct.
- 4) No record that is provided by the Energy Commission to Recipient for Recipient's use in executing this Agreement and which has been designated as confidential, or is the subject of a pending application for confidential designation, except as provided in Title 20, CCR Sections 2506 and 2507, shall be disclosed, unless disclosure is ordered by a court of competent jurisdiction (Title 20 CCR Section 2501, et seq.). At the election of the Commission Project Manager, the Recipient, its employees and any subcontractors shall execute a "confidentiality agreement," supplied by the Commission Project Manager.
- 5) Recipient acknowledges that each of its officers, employees, and subcontractors who are involved in the performance of this Agreement will be informed about the restrictions contained herein and to abide by the above terms.

g. Proprietary Data

Proprietary data owned by the Recipient shall remain with the Recipient throughout the term of this Agreement and thereafter. The extent of Commission access to the same and the testimony

available regarding the same shall be limited to that reasonably necessary to demonstrate, in a scientific manner to the satisfaction of scientific persons, the validity of any premise, postulate or conclusion referred to or expressed in any product or to establish a baseline for repayment purposes. Upon request by Commission Project Manager, Recipient shall provide the Commission Project Manager and any designated reviewer(s) access to review Recipient's Proprietary Data produced in the course of this Agreement that is not requested to be delivered to the Energy Commission. The Energy Commission shall not disclose any of Recipient's Proprietary Data accessed or reviewed to any third party.

h. Preservation of
Data

Any data which is reserved to the Recipient by the express terms hereof, and Proprietary Data and Trade Secrets that have been utilized to support any premise, postulate or conclusion referred to or expressed in any product hereunder, shall be preserved by the Recipient at the Recipient's own expense for a period of not less than three years after final payment, unless a longer period of records retention is stipulated.

i. Destruction of
Data

Before the expiration of three years or the stipulated records retention period, and before changing the form of or destroying any Data or Trade Secrets, the Recipient shall notify the Energy Commission of any such contemplated action and the Energy Commission may, within thirty (30) days after said notification, determine whether it desires said data to be further preserved. If the Energy Commission so elects, the expense of further preserving said data shall be paid for by the Energy Commission. Recipient agrees that the Energy Commission may, at its own expense, have reasonable access to said data throughout the time during which said data is preserved. Recipient agrees to use its best efforts to identify competent witnesses to testify in any court of law regarding said data or, at the Energy Commission's expense, to furnish such competent witnesses.

j. Patent
Rights

Patent rights for Subject Inventions will be the property of Recipient, subject to the Energy Commission retaining a no-cost, nonexclusive, nontransferable, irrevocable, royalty-free, worldwide perpetual license to use or have practiced for or on behalf of the State of California the Subject Invention(s) for governmental purposes. Recipient must obtain agreements to effectuate this clause with all persons or entities, except for the U.S. Department of Energy (DOE), obtaining ownership interest in the patented Subject Invention(s). Previously documented (whether patented or unpatented under the patent laws of the United States of America or any foreign country) inventions are exempt from this subsection.

k. March-In Rights

The Recipient shall forfeit and assign to the Energy Commission, at the Energy Commission's request, all rights to a Subject Invention if either: 1) Recipient fails to apply for a patent on Subject Inventions(s) developed under this Agreement within six (6) months of conceiving or first actually reducing the technology to practice, or, 2) Recipient or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the Subject Invention. In this event, the Recipient agrees to relinquish all rights, subject to DOE reserved rights, to the Subject Invention to the Energy Commission. The Energy Commission will have the unfettered right to use and/or dispose of the rights in whatever manner it deems most suitable to help transfer the Technology into the market place, including but not limited to, seeking patent protection, or licensing the Subject Invention.

l. Energy Commission's Rights to
Invention.

Recipient and all persons and/or entities obtaining an ownership interest in Subject Invention(s) shall include within the specification of any United States patent application, and any patent issuing thereon covering a subject invention, the following statement:

"THIS INVENTION WAS MADE WITH STATE OF CALIFORNIA SUPPORT UNDER CALIFORNIA ENERGY COMMISSION GRANT NUMBER PIR-08-022. THE ENERGY COMMISSION HAS CERTAIN RIGHTS TO THIS INVENTION."

m. Copyrights

- 1) Copyrightable material first produced under this Agreement shall be owned by the Recipient, limited by the license granted to the Energy Commission in 2) below.
- 2) Recipient agrees to grant the Energy Commission a royalty-free, no-cost nonexclusive, irrevocable, nontransferable worldwide, perpetual license to produce, translate, publish, use and dispose of, and to authorize others to produce, translate, publish, use and dispose of all copyrightable material first produced or composed in the performance of this Agreement.
- 3) Recipient will apply copyright notices to all documents prepared for this Agreement that will be released to the public, including reports, products, articles submitted for publication, and all reprints using the following form or such other form as may be reasonably specified by the Energy Commission.

"[YEAR OF FIRST PUBLICATION OF PRODUCT],
[THE COPYRIGHT HOLDER'S NAME].
ALL RIGHTS RESERVED."

4) Software

In the event software is developed that is not a product under the Agreement, Recipient shall have the right to copyright and/or patent such software and grants the Energy Commission a royalty-free, no-cost, non-exclusive, irrevocable, non-transferable, worldwide, perpetual license to produce and use the software, its derivatives and upgrades for governmental purposes.

n. Intellectual Property
Indemnity

Recipient warrants that Recipient will not, in supplying work under this Agreement's Work Statement, knowingly infringe or misappropriate any intellectual property right of a third party, and that it will conduct a reasonable investigation of the intellectual property rights of third parties to avoid such infringement. Recipient will defend and indemnify Energy Commission from and against any claim, lawsuit or other proceeding, loss, cost, liability or expense (including court costs and reasonable fees of attorneys and other professionals) to the extent arising out of: (i) any third party claim that a product infringes any patent, copyright, trade secret or other intellectual property right of any third party, or (ii) any third party claim arising out of the negligent or other tortious act(s) or omission(s) by the Recipient, its employees, subcontractors or agents, in connection with or related to the products or the Recipient's performance thereof under this Agreement.

25. Royalty Payments to Commission

Commission royalties under the following terms and conditions.

- a. Recipient agrees to pay Energy Commission a royalty of [****].
- b. Recipient's obligation to make payments to Energy Commission shall commence from the date Project-Related Products and Rights are first sold and shall extend for a period of fifteen (15) years thereafter. Payments are payable in annual installments and are due the first day of March in the calendar year immediately following the year during which Recipient receives Gross Revenues.
- c. [****].
- d. Recipient agrees not to make any Sale, license, lease, gift or other transfer of any Project-Related Products and Rights with the intent of, or for the purpose of, depriving Energy Commission of royalties hereunder. Generally, this means that Recipient will not make any Sale, license, lease or other transfer of Project-Related Products and Rights for consideration other than fair market value. Further, Recipient agrees that such activity constitutes breach of this Agreement and that Recipient agrees to repay within sixty (60) days the amount due under c above (Early Buyout).
- e. Recipient acknowledges that a late payment of royalties owed to the Energy Commission will cause the Energy Commission to incur costs not contemplated by the parties. If a royalty payment is not paid when due, Recipient agrees to pay the Energy Commission a late fee equal to [****] of the payment due. Additionally, Recipient agrees that royalty payments not paid within fifteen (15) days of the due date shall thereupon become debt obligations of Recipient to the Energy Commission, due upon demand and bearing interest at the maximum interest rate allowed by law.
- f. Recipient shall maintain separate accounts within its financial and other records for purposes of tracking components of Sales and royalties due to Energy Commission under this Agreement.
- g. Payments to Energy Commission are subject to audit as provided for under the Recordkeeping, Cost Accounting and Auditing section.
- h. In the event of default hereunder, Energy Commission shall be free to exercise all rights and remedies available to it herein, and under law and at equity. The Recipient's failure to pay when due, any amount due and payable shall cause default under this Agreement.

26. General Provisions

a. Governing Law

It is hereby understood and agreed that this Agreement shall be governed by the laws of the State of California as to interpretation and performance.

b. Independent Capacity

The Recipient, and the agents and employees of the Recipient, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

c. Assignment

Without the written consent of the Energy Commission in the form of a formal written amendment, this Agreement is not assignable or transferable by Recipient either in whole or in part.

d. Timeliness

Time is of the essence in this Agreement.

e. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

f. Waiver

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.

g. Assurances

The Commission reserves the right to seek further written assurances from the Recipient and its team that the work of the project under this Agreement will be performed consistent with the terms of the Agreement.

h. Change in Business

1) Recipient shall promptly notify the Energy Commission of the occurrence of any of the following:

- a) A change of address.
- b) A change in the business name or ownership.
- c) The existence of any litigation or other legal proceeding affecting the project.
- d) The occurrence of any casualty or other loss to project personnel, equipment or third parties.
- e) Receipt of notice of any claim or potential claim against Recipient for patent, copyright, trademark, service mark and/or trade secret infringement that could affect the Energy Commission's rights.

2) Recipient shall not change or reorganize the type of business entity under which it does business except upon prior written notification to the Energy Commission. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. In the event the Energy Commission is not satisfied that the new entity can perform as the original Recipient, the Energy Commission may terminate this Agreement as provided in the termination section.

i. Access to Sites and Records

The Energy Commission staff or its representatives shall have reasonable access to all project sites and to all records related to this Agreement.

j. Survival of Terms

It is understood and agreed that certain provisions shall survive the completion or termination date of this Agreement for any reason. The provisions include, but are not limited to:

- “Payments of Funds”
- “Equipment”
- “Change in Business”
- “Disputes”
- “Termination”
- “Recordkeeping, Cost Accounting, and Auditing”
- “Indemnification”
- “Right of Parties Regarding Intellectual Property”
- “Royalty Payments to Commission”
- Access to Sites and Records

27. Certifications and Compliance

a. Federal, State & Local Laws

Recipient shall comply with all applicable federal, state and local laws, rules and regulations.

b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, Recipient and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (40), marital status, and denial of family care leave. Recipient and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part of it as if set forth in full. Recipient and its subcontractors shall give written notice of their obligations under this section to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient shall include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

c. Drug Free Workplace Certification

By signing this Agreement, the Recipient hereby certifies under penalty of perjury under the laws of the State of California that the Recipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a).

- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - The dangers of drug abuse in the workplace;
 - The person's or organization's policy of maintaining a drug-free workplace;
 - Any available counseling, rehabilitation, and employee assistance programs; and
 - Penalties that may be imposed upon employees for drug abuse violations.

- 3) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed project:
 - Will receive a copy of the company's drug-free policy statement;
 - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. National Labor Relations Board Certification (Not applicable to public entities)

Recipient, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against the Recipient within the immediately preceding two year period because of the Recipient's failure to comply with an order of a Federal Court which orders the Recipient to comply with an order of the National Labor Relations Board.

e. Child Support Compliance Act (Applicable to California Employers)

For any agreement in excess of \$100,000, the Recipient acknowledges that:

- 1) It recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

- 2) To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

f. Air or Water Pollution Violation

Under the state laws, the Recipient shall not be:

- 1) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;

- 2) Subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or

3) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

g. Americans With Disabilities Act

By signing this Agreement, Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

28. Definitions

- **Affiliate of the Recipient** means any natural person, corporation, partnership, joint venture, sole proprietorship or other business entity directly or indirectly through one or more intermediaries, controlling, controlled by, or under common control with the Recipient. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by agreement, or otherwise. For purposes of this Agreement, it is presumed that ownership or control of the voting power of more than fifty percent (50%) of the voting stock or partnership interests in an entity constitutes control of that entity.
- **Agreement Period** is the length of this Agreement between the Energy Commission and the Recipient. The Recipient’s Project may coincide with or extend outside the Agreement Period.
- **Confidential Information** is information Recipient has submitted to the Energy Commission and has satisfactorily identified and which the Energy Commission has agreed to designate as confidential pursuant to Title 20 CCR 2501 and following (and amendments).
- **Economic Benefit** for a Project co-funded using Energy Commission funds means the realization of economic gain or other tangible benefits by the Recipient or Affiliate of the Recipient (except bona fide third party purchasers of Recipient 's commercial products) through the use of Project-Related Products and Rights, including but not limited to, operation, sale, distribution or manufacturing; or by any other transaction, including but not limited to, grant, rent, loan, equity, option, transfer, license or other fee; or by Otherwise Disposing of the Project-Related Products and Rights. The Energy Commission may rely upon professional accounting opinion in making a final determination of the dollar value of Gross Revenues, and such determination shall be the basis for calculating the royalty payment due the Energy Commission.
- **Equipment** is defined as having a useful life of at least one year, having an acquisition unit cost of at least \$5,000, and purchased with Energy Commission funds. **Equipment** means any products, objects, machinery, apparatus, implements or tools purchased, used or constructed within the Project, including those products, objects, machinery, apparatus, implements or tools from which over thirty percent (30%) of the equipment is composed of Materials purchased for the Project. For purposes of determining depreciated value of equipment used in the Agreement, the Project shall terminate at the end of the normal useful life of the equipment purchased, funded and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of such equipment.
- **Gross Revenues** means the gross Sales Price, rentals and other amounts received by Recipient from or on account of the Sale, lease, or other transfer or use of Project-Related Products and Rights, less sales tax paid. Gross Revenues shall be determined as above and in accordance with appropriate Federal cost principles and any Economic Benefit.

- **Match Funds** means cash or in-kind (non-cash) contributions provided by Recipient, subcontractors or other parties that will be used in performance of this Agreement.
- **Materials** means the substances used in constructing a finished object, commodity, device, article or product.
- **Otherwise Disposing Of** means (1) Project-Related Products and Rights not sold but delivered by the Recipient or Affiliate of the Recipient to others regardless of the basis for compensation, if any; and (2) Project-Related Products and Rights put into use by the Recipient or any third party for any purpose other than testing or evaluation of the Project-Related Products and Rights.
- **Project** refers to the entire effort undertaken and planned by the Recipient and consisting of the work co-funded by the Energy Commission. The project may coincide with or extend beyond the Agreement Term.
- **Project-Related Products and Rights** means any and all inventions, discoveries, machines, designs, computer software, products, devices, mechanisms, methods, protocols, processes, algorithms, flowcharts, diagrams, trade secrets, data, copyrights, patents, trademarks, proprietary rights, and the like created or made or discovered or first reduced to practice by the Recipient or other third party as a result, in whole or in part, of the Agreement award(s) and any and all updates, revisions, modification, enhancements, derivations, variations, additions, continuations, renewals, and extensions thereto and all proceeds and products therefrom.
- **Sale** is sale, license, lease, gift or other transfer of Project-Related Product and Rights.
- **Sales Price** means Gross Revenues, excluding normal returns and allowances such as sales tax, freight and insurance, if applicable, derived from a Sale.
- **Subject Invention** means any and all invention or discovery conceived, or first actually reduced to practice in the course of or under the Energy Commission-funded portion of this Agreement (i.e., that portion of this Agreement for which Recipient has invoiced the Energy Commission and received reimbursement) and includes any art, method, process, machine, manufacture design or composition of matter, or any new and useful improvement thereof, whether patented or unpatented, under the patent laws of the United States of America or any foreign country.
- **Technology** refers to the general subject area where the product or innovation will be used. For example, solar thermal electric generation is a Technology area; direct steam generation is an innovation in this Technology area.
- **Terms Relating to Data**
 - **Technical Data or Data** as used throughout this Agreement means recorded information regardless of form or characteristic, of a scientific or technical nature and used in the performance of this Agreement. It may, for example, document research; document experimental, developmental, demonstration, or engineering work; or be usable or used to define a design or process; or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, test specifications or related performance or design type documents or computer software (including computer programs, computer software data bases, and computer software documentation). Examples of Technical Data include manufacturing techniques and methods, machinery, devices such as tools, products, or components, research and engineering data, engineering drawings and associated lists, specifications, engineering calculations, standards, process sheets, manuals, technical reports, catalog item identification, and related information. Technical Data as used herein does not

include financial reports, cost analyses and other information incidental to administration of this Agreement.

- **Proprietary Data** is such data as Recipient has identified in a satisfactory manner as being under Recipient's control prior to commencement of performance of this Agreement, and which Recipient has reasonably demonstrated as being of a proprietary nature either by reason of copyright, patent or trade secret doctrines in full force and effect at the time when performance of this Agreement is commenced. Proprietary Data also includes data of a proprietary nature produced during the course of this Agreement that is produced by Recipient or its subcontractors at their own expense.
- **Generated Data** is that data that the Recipient collects, collates, records, deduces, reads out or postulates for use in the performance of this Agreement. In addition, any electronic data processing program, model or software system developed or substantially modified by the Recipient in the performance of this Agreement at Energy Commission expense, together with complete documentation thereof, shall be treated as Generated Data.
- **Product Data** is that data which, under the terms of this Agreement, is required to be delivered to the Energy Commission.
- A **Trade Secret** is any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented and which is generally known only to certain individuals with a commercial concern and are using it to fabricate, produce or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

WORK STATEMENT

TECHNICAL TASK LIST

Task #	CPR	Task Name
1	N/A	Administration
2		Select Engine
3	X	Adapt Engine to Natural Gas Fueling
4	X	Adapt Engine to Atkinson Cycle Operation
5		Adapt Engine for CHP Application
6		Laboratory Validation of System Durability
7	N/A	Technology Transfer Activities
8	N/A	Commercialization Readiness Plan

KEY NAME LIST

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
1	Jean Roy and Robert Panora	DE Solutions	None
2	Joseph Gehret, John Freeman, Jean Roy	AVL, Richard Geiss, DE Solutions	None
3	Joseph Gehret, John Freeman, Jean Roy	AVL, Richard Geiss, DE Solutions	None
4	Joseph Gehret, John Freeman, Jean Roy	AVL, Richard Geiss, DE Solutions	None
5	Joseph Gehret, John Freeman, Jean Roy	None	None
6	Joseph Gehret, John Freeman, Jean Roy	AVL, Richard Geiss, DE Solutions	None
7	Jean Roy and Robert Panora	DE Solutions	None
8	Jean Roy, Joseph Gehret, John Freeman	DE Solutions	None

GLOSSARY

Term/ Acronym	Definition
ARB	California Air Resources Board
ASERTTI	Association of State Energy Research and Technology Transfer Institutions
Atkinson Cycle	An Internal combustion engine cycle where during expansion stage, the gas pressure is allowed to expand to atmospheric pressure by holding the power stroke longer than the compression stroke resulting to increased thermal efficiency but at the expense of power
CHP	Combined Heat and Power
CPR	Critical Project Review
NG	Natural Gas
PAC	Project Advisory Committee
PIER	Public Interest Energy Research
RD&D	Research, Development and Demonstration
RPM	Revolution Per Minute
VVT	Variable Valve Timing

Problem Statement:

Small-scale, engine-based combined heat and power (CHP) systems have lost momentum in the California market. The outdated automotive engines used in current CHP systems have lackluster efficiencies and rely primarily on exhaust catalysts for emissions control. Even with advanced air-fuel ratio control, catalytic after-treatment is stretched to meet and sustain the California Air Resources Board (ARB) 2007 CHP emission standards. Additionally, modest engine efficiency causes under sizing or poor utilization in many commercial applications with relatively high electric-to-thermal loads. Finally, cost-effective CHP technology is lacking below 75 kilowatt (kW) in size, leaving a significant market population without a CHP option.

Goals of the Agreement:

The goal of this Agreement is to increase penetration of California's CHP market by introducing modern automotive engine technology. It aims to broaden the market reach with smaller natural gas-fueled products that include: 1) an electric CHP package of about 30 kW; and 2) a mechanical CHP chiller and heat pump producing about 35-45 tons of cooling/heating.

Objectives of the Agreement:

The objectives of this Agreement are to:

- Improve fuel efficiency by 10% in an engine suited for small-scale CHP applications
- Reduce engine-out NO_x emissions by 33% to comfortably achieve and sustain ARB 2007 CHP standards throughout the equipment's useful life
- Reduce oil consumption by 50% and extend catalyst life, reducing overhaul costs by 25%
- Improve engine durability and service life by 50%
- Increase power-to-heat ratio by 17%, enabling a better electric-to-thermal match for California applications with relatively modest thermal loads.

Product Guidelines:

For complete product guidelines, refer to Section 5 in the Terms and Conditions.

TASK 1 ADMINISTRATION**Task 1.1 Attend Kick-off Meeting**

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement.

The Recipient shall:

- Attend a "Kick-Off" meeting with the Commission Project Manager, the Grants Officer, and a representative of the Accounting Office. The Recipient shall bring its Project Manager, Agreement Administrator, Accounting Officer, and others designated by the Commission Project Manager to this meeting. The administrative and technical aspects of this Agreement will be discussed at the meeting. Prior to the kick-off meeting, the Commission Project Manager will provide an agenda to all potential meeting participants.

The administrative portion of the meeting shall include, but not be limited to, the following:

- o Discussion of the terms and conditions of the Agreement.
- o Discussion of Critical Project Review (Task 1.2).
- o Match fund documentation (Task 1.6).

- o Permit documentation (Task 1.7).

The technical portion of the meeting shall include, but not be limited to, the following:

- o The Commission Project Manager's expectations for accomplishing tasks described in the Scope of Work.
- o An updated Schedule of Products.
- o Discussion of Progress Reports (Task 1.4).
- o Discussion of Technical Products (Product Guidelines located in Section 5 of the Terms and Conditions).
- o Discussion of the Final Report (Task 1.5).

The Commission Project Manager shall designate the date and location of this meeting.

Recipient Products:

- Updated Schedule of Products
- Updated List of Match Funds
- Updated List of Permits

Commission Project Manager Product:

- Kick-Off Meeting Agenda

Task 1.2 Critical Project Review (CPR) Meetings

The goal of this task is to determine if the project should continue to receive Energy Commission funding to complete this Agreement and to identify any needed modifications to the tasks, products, schedule or budget.

CPRs provide the opportunity for frank discussions between the Energy Commission and the Recipient. CPRs generally take place at key, predetermined points in the Agreement, as determined by the Commission Project Manager and as shown in the Technical Task List above. However, the Commission Project Manager may schedule additional CPRs as necessary, and any additional costs will be borne by the Recipient.

Participants include the Commission Project Manager and the Recipient and may include the Commission Grants Officer, the Public Interest Energy Research (PIER) Program Team Lead, other Energy Commission staff and Management as well as other individuals selected by the Commission Project Manager to provide support to the Energy Commission.

The Commission Project Manager shall:

- Determine the location, date, and time of each CPR meeting with the Recipient. These meetings generally take place at the Energy Commission, but they may take place at another location.
- Send the Recipient the agenda and a list of expected participants in advance of each CPR. If applicable, the agenda shall include a discussion on both match funding and permits.
- Conduct and make a record of each CPR meeting. One of the outcomes of this meeting will be a schedule for providing the written determination described below.
- Determine whether to continue the project, and if continuing, whether or not modifications are needed to the tasks, schedule, products, and/or budget for the remainder of the Agreement. Modifications to the Agreement may require a formal amendment (please see the Terms and Conditions). If the Commission Project Manager concludes that satisfactory progress is not being made, this conclusion will be referred to the Energy Commission's Research, Development and Demonstration (RD&D) Policy Committee for its concurrence.

- Provide the Recipient with a written determination in accordance with the schedule. The written response may include a requirement for the Recipient to revise one or more product(s) that were included in the CPR.

The Recipient shall:

- Prepare a CPR Report for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding continued work of the projects. This report shall be submitted along with any other products identified in this scope of work. The Recipient shall submit these documents to the Commission Project Manager and any other designated reviewers at least 15 working days in advance of each CPR meeting.
- Present the required information at each CPR meeting and participate in a discussion about the Agreement.

Commission Project Manager Products:

- Agenda and a list of expected participants
- Schedule for written determination
- Written determination

Recipient Product: CPR Report(s)

Task 1.3 Final Meeting

The goal of this task is to closeout this Agreement.

The Recipient shall:

- Meet with Energy Commission staff to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement.

This meeting will be attended by, at a minimum, the Recipient, the Commission Grants Office Officer, and the Commission Project Manager. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the Commission Project Manager.

The technical portion of the meeting shall present an assessment of the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the Agreement, and recommendations for improvements. The Commission Project Manager will determine the appropriate meeting participants.

The administrative portion of the meeting shall be a discussion with the Commission Project Manager and the Grants Officer about the following Agreement closeout items:

- o What to do with any equipment purchased with Energy Commission funds (Options).
- o Energy Commission’s request for specific “generated” data (not already provided in Agreement products).
- o Need to document Recipient’s disclosure of “subject inventions” developed under the Agreement.
- o “Surviving” Agreement provisions, such as repayment provisions and confidential Products.
- o Final invoicing and release of retention.
- o Prepare a schedule for completing the closeout activities for this Agreement.

Products:

- Written documentation of meeting agreements
- Schedule for completing closeout activities

Task 1.4 Monthly Progress Reports

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the research objectives of this Agreement on time and within budget.

The objectives of this task are to summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, and to form the basis for determining whether invoices are consistent with work performed.

The Recipient shall:

- Prepare a Monthly Progress Report which summarizes all Agreement activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Each progress report is due to the Commission Project Manager within 10 days of the end of the reporting period. The recommended specifications for each progress report are contained in the terms and conditions of this Agreement.

Product: Monthly Progress Reports

Task 1.5 Final Report

The goal of the Final Report is to assess the project's success in achieving its goals and objectives, advancing science and technology, and providing energy-related and other benefits to California.

The objectives of the Final Report are to clearly and completely describe the project's purpose, approach, activities performed, results, and advancements in science and technology; to present a public assessment of the success of the project as measured by the degree to which goals and objectives were achieved; to make insightful observations based on results obtained; to draw conclusions; and to make recommendations for further RD&D projects and improvements to the PIER project management processes.

The Final Report shall be a public document. If the Recipient has obtained confidential status from the Energy Commission and will be preparing a confidential version of the Final Report as well, the Recipient shall perform the following activities for both the public and confidential versions of the Final Report.

The Recipient shall:

- Prepare an Outline of the Final Report.
- Prepare a Final Report following the approved outline and the latest version of the PIER Final Report guidelines published on the Energy Commission's website at <http://www.energy.ca.gov/contracts/pier/contractors/index.html> at the time the Recipient begins performing this task, unless otherwise instructed in writing by the Commission Project Manager. Instead of the timeframe listed in the Product Guidelines located in Section 5 of the Terms and Conditions, the Commission Project Manager shall provide written comments on the Draft Final Report within fifteen (15) working days of receipt. The Final Report must be completed on or before the end of the Agreement Term.
- Submit one bound copy of the Final Report with the final invoice.

Products:

- Draft Outline of the Final Report
- Final Outline of the Final Report

- Draft Final Report
- Final Report

Task 1.6 Identify and Obtain Matching Funds

The goal of this task is to ensure that the match funds planned for this Agreement are obtained for and applied to this Agreement during the term of this Agreement.

The costs to obtain and document match fund commitments are not reimbursable through this Agreement. Although the PIER budget for this task will be zero dollars, the Recipient may utilize match funds for this task. Match funds shall be spent concurrently or in advance of PIER funds for each task during the term of this Agreement. Match funds must be identified in writing and the associated commitments obtained before the Recipient can incur any costs for which the Recipient will request reimbursement.

The Recipient shall:

- Prepare a letter documenting the match funding committed to this Agreement and submit it to the Commission Project Manager at least 2 working days prior to the kick-off meeting. If no match funds were part of the proposal that led to the Energy Commission awarding this Agreement and none have been identified at the time this Agreement starts, then state such in the letter.

If match funds were a part of the proposal that led to the Energy Commission awarding this Agreement, then provide in the letter a list of the match funds that identifies the:

- o Amount of each cash match fund, its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.
- o Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Recipient shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.
- Provide a copy of the letter of commitment from an authorized representative of each source of cash match funding or in-kind contributions that these funds or contributions have been secured.
- Discuss match funds and the implications to the Agreement if they are reduced or not obtained as committed, at the kick-off meeting. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide the appropriate information to the Commission Project Manager if during the course of the Agreement additional match funds are received.
- Notify the Commission Project Manager within 10 days if during the course of the Agreement existing match funds are reduced. Reduction in match funds must be approved through a formal amendment to the Agreement and may trigger an additional CPR.

Products:

- A letter regarding match funds or stating that no match funds are provided
- Copy(ies) of each match fund commitment letter(s) (if applicable)
- Letter(s) for new match funds (if applicable)
- Letter that match funds were reduced (if applicable)

Task 1.7 Identify and Obtain Required Permits

The goal of this task is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. Although the PIER budget for this task will be zero dollars, the Recipient shall budget match funds for any expected expenditures associated with obtaining permits. Permits must be identified in writing and obtained before the Recipient can make any expenditures for which a permit is required.

The Recipient shall:

- Prepare a letter documenting the permits required to conduct this Agreement and submit it to the Commission Project Manager at least 2 working days prior to the kick-off meeting. If there are no permits required at the start of this Agreement, then state such in the letter. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:
 - A list of the permits that identifies the:
 - Type of permit
 - Name, address and telephone number of the permitting jurisdictions
 - or lead agencies
 - The schedule the Recipient will follow in applying for and obtaining these permits.
- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule and the copies of the permits. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the Progress Reports and will be a topic at CPR meetings.
- If during the course of the Agreement additional permits become necessary, provide the appropriate information on each permit and an updated schedule to the Commission Project Manager.
- As permits are obtained, send a copy of each approved permit to the Commission Project Manager.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the Commission Project Manager within 5 working days. Either of these events may trigger an additional CPR.

Products:

- Letter documenting the permits or stating that no permits are required
- A copy of each approved permit (if applicable)
- Updated list of permits as they change during the term of the Agreement (if applicable)
- Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)

TECHNICAL TASKS

TASK 2 SELECT ENGINE

The goal of this task is to select a modern automotive-type gasoline engine that is suitable for usage in the subject applications, which will incorporate low-pressure Natural Gas (NG) fueling and an Atkinson cycle operating strategy.

The Recipient shall:

- Establish duty cycle torque and power requirements for the subject applications; then, using predictive modeling, determine the required gasoline-equivalent performance parameters that will satisfy those requirements. The modeling will take into account degradation in performance due to NG fueling and emission compliance, plus efficiency and power/torque tradeoffs associated with Atkinson cycle operation.
- Survey performance specifications of currently available automotive-type gasoline engines and select those most likely to satisfy the required performance parameters.
- Perform a study for those engines considering the costs of engine procurement, modification, operation (fuel cost), maintenance, etc., and the cost of any supplemental emissions control hardware. Use results to select an engine for the project. Modifications may include increase in mechanical compression ratio, modified camshaft event timing and/or variable valve timing (VVT) calibration strategies, incorporation of NG-compatible components and exhaust heat recovery manifold(s), etc.
- Procure selected engine using match fund.

Product: Task Report (No draft)

TASK 3 ADAPT ENGINE TO NATURAL GAS FUELING

The goal of this task is to replace the engine’s gasoline fuel system with a NG metering system and controls capable of maintaining optimum catalyst feedgas composition, enabling emission compliance with project guidelines (ARB 2007 CHP).

The Recipient shall:

- Procure and install a state-of-the-art NG fuel metering and control system; modify base engine components as required to be compatible with NG system components.
- Procure and install exhaust heat recovery manifold and appropriate 3-way catalyst.
- Install the engine system on a dynamometer at AVL’s California Technology Center.
- Perform baseline performance, efficiency, and emission tests to confirm results predicted by Task 2 modeling studies. If results are unsatisfactory, modify system hardware and/or calibrations as required and repeat baseline tests.
- Prepare a Critical Project Review- 1 (CPR-1) Report in Power Point format
- Submit CPR-2 report to Commission Agreement Manager at least one week prior to the CPR-2 Meeting date.
- Attend and participate in the CPR-1 meeting.
- Specify source of fund, whether PIER fund or match fund, used in purchasing or obtaining components.

Products:

- Task Report (No draft)
- List of Components
- Critical Project Review #1

TASK 4 ADAPT ENGINE TO ATKINSON CYCLE OPERATION

The goal of this task is to achieve at least a 10% improvement in net engine thermal efficiency by incorporating Atkinson cycle combustion strategies. Emissions must remain compliant. Engine testing will be performed on a dynamometer at AVL’s center.

The Recipient shall:

- Depending upon base engine configuration, recipient may:
 - Increase engine mechanical compression ratio to approach [15:1].
 - Reduce valve lift (if required to accommodate higher compression ratio).
- Perform thermal efficiency testing to establish a “map” of optimal intake valve event (and spark) timing vs. speed and load.
- Based on this map, define VVT and spark calibrations that automatically optimize thermal efficiency across a range of speeds and loads.
- Use a model incorporating these calibrations to predict net thermal efficiency over the duty cycle of the subject application. Compare the results to the baseline configuration to calculate a net efficiency improvement.
- Incorporate onto the engine functional valve and spark timing control systems that implement the optimal calibration (to the extent possible).
- Perform dynamometer tests employing the functional control systems and compare results to predictions. Make calibration refinements if needed to achieve emissions compliance.
- Prepare a Critical Project Review- 2 (CPR-2) Report in Power Point format.
- Submit CPR-2 report to Commission Agreement Manager at least one week prior to the CPR-2 Meeting date.
- Attend and participate in the CPR- 2 meeting.

Products:

- Task Report, including dynamometer test data summaries, final hardware and calibration details, etc. (No draft)
- Critical Project Review #2

TASK 5 ADAPT ENGINE FOR CHP APPLICATION

The goal of this task is to assess the various interface connection points to the engine and adapt the subsystems required for stationary CHP applications.

The Recipient shall:

- Design and implement a heat recovery hydronic system including a circulating pump, thermostatic valve, oil cooler, and instrumentation.
- Design and implement an exhaust heat exchanger that will compactly adapt to both the exhaust manifold and the heat recovery hydronic system, as well as house the exhaust emissions catalyst.
- Design and implement an extended oil change system that will increase the sump capacity of the engine so that oil change intervals may be extended to a minimum of 1,000 hours. The design will utilize the engine’s own mechanical pump to draw oil from an enlarged tank beneath the engine. A pressure regulator, level switch, and pressure switch will be included with provisions made for proper crankcase venting.
- Design and implement the completion of the natural gas fuel system to include dual shut-off valves for the fuel, a combustion air system, and instrumentation such as manifold pressure and air temperature.
- Design and implement a control harness for interconnection to the Tecogen microprocessor control system that will include fuel control, safety switches, pressure, temperature and revolution per minute (rpm) instrumentation.

Product: Task Report (No draft)

TASK 6 LABORATORY VALIDATION OF SYSTEM DURABILITY

The goal of this task is to show that the engine system has adequate mechanical and emissions durability, based on dynamometer tests. Durability testing will be conducted at Tecogen and will be done in accordance with the Laboratory Performance Test Plan generated for the laboratory validation.

The Recipient shall:

- Prepare a draft Laboratory Performance Test Plan and submit to the Commission Project Manager for review and comments. This plan will include, but not be limited to:
 - A description of the Association of State Energy Research and Technology Transfer Institutions (ASERTTI) Performance Testing and Reporting Protocols and explanation of how the laboratory performance testing will comply with these standards.
 - A rationale for the selection of test conditions.
 - Predicted performance based on the results of previous project work.
 - Test objectives and technical approaches.
 - A test matrix showing the number of test conditions and replicated runs.
 - A description of the facilities, equipment, and instrumentation required.
 - A description of the test procedures, including parameters to be controlled and how they will be controlled, parameters to be measured and instruments to measure them, calibration procedures, and maintenance of experimental records.
 - A description of the data analysis procedures.
 - Contingency measures to be considered if the test objectives are not met.
- Based on comments received from Energy Commission Project Manager, Recipient will prepare and submit a final Laboratory Performance Test Plan.
- Procure the equipment specified to install the equipment for validation testing.
- Conduct testing in accordance with the Laboratory Performance Test Plan.
 - Perform baseline measurements of performance, emissions, and certain mechanical specifications of the subject engine.
 - Operate the engine on a dynamometer simulating typical duty cycle conditions for a period of 5,000 hours. Conduct periodic “spot checks” of performance and emissions and make necessary modifications.
 - Repeat baseline measurements after completion of 5,000 test hours.
- Conduct team meetings to review project progress.
- Prepare the Laboratory Performance Test Report and submit to the Energy Commission Project Manager. This report will include, but not be limited to, the following:
 - System description and specifications.
 - Test Plan.
 - Test results.
 - Graphical representations of key test data.
 - Analysis of the test results.
 - Conclusions, focusing on the scientific basis for any departure of results from predictions, any unusual findings, and the impact on the design.
 - Recommendations regarding further testing.
 - Photographs as appropriate.

Products:

- Draft Laboratory Performance Test Plan
- Final Laboratory Performance Test Plan
- Laboratory Performance Test Report (No draft)

The goal of this task is to stimulate market adoption of the technology advances by disseminating information on project results with stakeholders and market participants. The objective of this task is to present advances in science and technology made under this project with the peer technical community, other stakeholders, and decision-makers in the private and public sectors. The outreach material will also convey how the advanced engine technology developed under this contract will be integrated into Tecogen CHP products.

The Recipient shall:

- Make presentations and staff exhibits on PIER-funded RD&D at technical conferences, trade shows, public hearings, and/or workshops.
- Write and submit papers and/or presentations for publication on PIER-funded RD&D.
- Identify specific conferences and target audiences for presentations on PIER-funded RD&D activities and results.
- Describe planned and completed Technology Transfer Activities in Monthly Progress Reports, with a summary of relevant activities to be included in the project's Final Report.
- Provide copies of relevant presentations and papers to the Commission Project Manager.

Products:

- Draft and Final Versions of papers for publication prior to their submittal for publication
- Copies of meeting and conference agendas, presentations, and reports. Trip Reports for conferences emphasizing the value of attendance to the project
- Appropriate section on Technology Transfer Activities in Monthly Reports, including planned conference presentations and preparation of technical papers

TASK 8 COMMERCIALIZATION READINESS PLAN

The goal of this task is to develop a Commercialization Readiness Plan for integrating this advanced engine into the Tecogen CHP product line. This engine will be readily adapted to the heat pump product and a small-sized electrical generation package. All design drawings and bills of material, produced by AVL, will be transferred to Tecogen. The production model will be analyzed to determine the most streamlined method of manufacturing between Tecogen, the engine supplier, and sub-suppliers. Later, this advanced engine technology will be adapted to Tecogen's larger sized engines for chillers and CHP.

The Commercialization Readiness Plan will identify the actions, time, and funding required to integrate this engine to Tecogen's products in order to provide a benefit to California utility customer. The plan will also quantify the expected market penetration of the product, and identify and quantify the California utility customer return on investment.

The Recipient shall:

- Conduct a Technology Readiness Assessment. The assessment will include:
 - A Milestone Chart with dates beginning at the start of this agreement showing significant events such as project completion, key technical accomplishments, laboratory testing, and commercial product introduction.
 - For each Milestone in the Milestone Chart, there will be a description of the research, development, and demonstration or other technological efforts and the approximate cost required to achieve that Milestone.
 - An implementation plan to ramp up to full production of the engine and CHP products.
 - Identification of critical production processes, equipment, facilities, personnel resources, and support systems that will be needed to produce a commercially viable product.

- Internal manufacturing facilities, as well as supplier technologies, capacity constraints imposed by the design under consideration, identification of design critical elements and the use of hazardous or non-recyclable materials.
- Identification of manufacturing partners.
- The expected investment threshold to launch the commercial product.
- Conduct a Market Readiness Assessment that will include:
 - Identification and discussion of regulatory and institutional factors that positively or negatively affect the purchase of our products.
 - Identification of the business and commercial relationships that need to be established.
 - Quantification of Technical Market Potential.
 - Quantification of Economic Market Potential.
 - A projection of what the commercial product "should cost" as a function of sales per year.
 - Identification of the classes of customers that will purchase the product.
 - Identification of competing manufacturers and competing technologies and their expected advantages and disadvantages at the same points in time.
 - Projected selling prices consistent with the projected sales volume and market position.
 - Projected rate of penetration of sales in California and elsewhere, including expected sales in each year.
- Conduct a Public Benefits Assessment that will:
 - Identify Sources of public benefits, including, but not limited to:
 - Fuel and electricity savings.
 - Greenhouse Gas Emission reductions.
 - Criteria pollutant emission reductions.
 - Projected royalty payments by year based on the projected penetration rate given in the Market Readiness Assessment: (Number of units sold) x (Selling price per unit) x (Percentage of product development attributable to PIER funding) x [****].
 - Energy supply security.
- Describe a methodology and metric for valuing each public benefit, with a description of the approach for estimating the magnitude of the public benefit.
- Apply the methodology and tabulate the projected public benefits.
- Prepare a Draft Commercialization Readiness Plan that integrates the findings of the Technology Readiness, Market Readiness and Public Benefits Assessments.

Products:

- Draft Production Readiness Plan
- Final Production Readiness Plan

Status of Milestones and Products:

[This should be the complete list as contained in the revised Work Statement and Exhibit B. Highlight differences between actual and planned.]

Description	Start Date		Due Date		Status (%)
	Planned	Actual	Planned	Actual	
Identify top 3 assessment candidates	4/15/12	4/15/12	5/1/12	5/1/12	On time 100%
Develop test plan	4/20/12	4/10/12	7/7/12	6/10/12	Ahead 100%
Analyze experimental data	5/1/12	6/1/12	1/1/13	2/1/13	Delayed 25%

Overall schedule for the _____ project.

[Planned is solid blue, actual is red striped. This work flow diagram needs to correlate with the schedule in Exhibit B. This example has been prepared as a Word Picture, but a comparable Excel diagram or Gantt chart is fine.]

Overview of Fiscal Status: (See invoices for detail.)

[It is useful to track the rate of expenditure of project funds. The most useful way to do this is to compare the actual expenditure rate with the planned expenditure rate. You get the planned rate at the beginning of the project, so it becomes a baseline. If you change course at a critical project review, you should show the original and the modified baseline, and then track against the new one.]

Photographs:

[Include photographs where appropriate to document progress.] The photos shall be shot with color print film or be very high quality digital photos (at least 300 dpi).

Evidence of Progress:

If there is a long time between interim products, then attach evidence of the progress being made (e.g., test data, product mock-ups, field site descriptions, preliminary analyses) to the progress reports to allow the Commission Project Manager to review progress and gauge the quality of research results.

The progress report on each project should be 1-2 pages long (plus photographs) and take about 1 hour to prepare for each reporting period.

SCHEDULE OF PRODUCTS AND DUE DATES

Task Number	Task Name	Product(s)	Planned Start Date	Due Date	
1.1	Attend Kick-off Meeting	Updated Schedule of Products	Effective Date	7/15/2009	
		Updated List of Match Funds	Effective Date	7/15/2009	
		Updated List of Permits	Effective Date	7/15/2009	
		Kick-Off Meeting Agenda (CEC)	Effective Date	7/15/2009	
1.2	Critical Project Review Meetings	CPR Report	1/4/2010	1/29/2010	
		1st CPR Meeting	Agenda and a list of expected participants (CEC)	10/1/2009	10/30/2009
			Schedule for written determination (CEC)	10/1/2009	12/1/2009
			Written determination (CEC)	10/1/2009	12/31/2009
		2nd CPR Meeting	CPR Report	8/2/2010	8/31/2010
			Agenda and a list of expected participants (CEC)	6/1/2010	6/30/2010
			Schedule for written determination (CEC)	6/1/2010	7/1/2010
			Written determination (CEC)	6/1/2010	7/30/2010
1.3	Final Meeting	Written documentation of meeting agreements	10/3/2011	10/31/2011	
		Schedule for completing closeout activities	11/1/2011	12/30/2011	
1.4	Monthly Progress Reports	Monthly Progress Reports	Upon full execution of agreement	The 10th of each month during the approved term of this Agreement	
1.5	Final Report	Draft Outline of the Final Report	6/1/2011	6/30/2011	
		Final Outline of the Final Report	7/1/2011	7/29/2011	
		Draft Final Report	8/1/2011	8/31/2011	
		Final Report	9/1/2011	9/30/2011	
1.6	Identify and Obtain Match Funds	A letter regarding match funds or stating that no match funds are provided	7/1/2009	7/17/2009	
		Copy(ies) of each match fund commitment letter(s) (if applicable)	7/1/2009	7/17/2009	
		Letter(s) for new match funds (if applicable)	N/A	Within 10 days of identifying new match funds	
		Letter that match funds were reduced (if applicable)	N/A	Within 10 days of identifying new match funds	
2	Select Engine	Task Report	9/1/2009	10/30/2009	

SCHEDULE OF PRODUCTS AND DUE DATES

Task Number	Task Name	Product(s)	Planned Start Date	Due Date
3	Adapt Engine to NG Fuelling			
		Task Report	12/1/2009	2/26/2010
		List of Components	12/1/2009	2/26/2009
4	Adapt Engine to Atkinson Cycle Operation			
		Task Report	7/1/2010	9/30/2010
5	Adapt Engine for CHP Application			
		Task Report	7/1/2010	9/30/2010
6	Laboratory Validation of System Durability			
		Draft Laboratory Performance Test Plan	7/1/2010	8/31/2010
		Final Laboratory Performance Test Plan	9/1/2010	9/30/2010
		Laboratory Performance Test Report	7/1/2011	9/30/2011
7	Technology Transfer Activities			
		Draft Version of Paper for Publication	N/A	Within 30 days prior to submittal for publication
		Final Version of Papers for Publication	N/A	Within 5 days prior to submittal for publication
		Copies of Meeting and Conference Agendas, Presentations and Reports	N/A	Within 30 days of attendance
		Trip Reports for Conferences Emphasizing the Value of Attendance to the Project	N/A	Within 30 days of attendance
		Technology Transfer Activities Report	N/A	Integrated in Monthly Progress Reports
8	Production Readiness Plan			
		Draft Production Readiness Plan	5/2/2011	6/30/2011
		Final Production Readiness Plan	7/1/2011	7/29/2011

CONTENT AND FORMAT OF PROGRESS REPORTS

PROGRESS REPORT for
Project Title, Agreement Number
Month, Year

Recipient Project Manager:
Commission Project Manager:

What we planned to accomplish this period

[This is taken directly from the section on “What we expect to accomplish during the next period” from the last progress report]

What we actually accomplished this period

[Concise description of major activities and accomplishments.]

How we are doing compared to our plan

[Explain the differences, if any, between the planned and the actual accomplishments. Describe what needs to be done, if anything, to get back on track.]

Significant problems or changes

[Describe any significant technical or fiscal problems. Request approval for significant changes in work scope, revised milestone due dates, changes in key personnel assigned to the project, or reallocation of budget cost categories. If none, include the following statement: “Progress and expenditures will result in project being completed on time and within budget.”]

What we expect to accomplish during the next period

[Concise description of major activities and accomplishments expected. This will be transferred to the next progress report.]

BUDGET

[***]

SALES REPRESENTATIVE AGREEMENT

THIS AGREEMENT made on the 20th day of October, 2009 by and between Ilios Dynamics, a Massachusetts corporation with its principal office located at 45 First Avenue, Waltham, MA, 02451 (“Ilios”), and American DG Energy, a Massachusetts corporation with an office located at 45 First Avenue, Waltham, MA (the “Representative”).

WITNESSETH:

Whereas, Ilios is engaged in the manufacture and sale of products including industrial equipment and accessories;

Whereas, the Representative desires to promote and to solicit the sale of certain of said products;

Now, therefore, in consideration of the premises and for other good and valuable consideration each to the other given, the parties hereto agree as follows:

1. Rights of the Representative. The Representative shall be an authorized representative of Ilios with the right to solicit the sale of Ilios products and services in accordance with the terms of this Agreement, and/or to buy and resell such Ilios products as, under the terms of this Agreement, may be offered by Ilios from time to time.
2. Ilios Policies and Procedures. The Representative shall comply with Ilios's sales, service and service parts policies and procedures, as such policies and procedures are furnished to the Representative from time to time. Ilios shall furnish sales materials at no cost to the Representative.
3. List of Products and Services. Ilios hereby authorizes the Representative to solicit the sale of the products and services set forth on the document marked Appendix “A” attached hereto and made a part hereof (the “Products”). The Representative agrees that Ilios may from time to time modify this Agreement by providing to the Representative a substitute Appendix “A”.
4. Equipment Pricing.
A commission shall be paid to the Representative for the sale of all Products listed on Appendix “A” sold on a commission basis by the Representative within the Territory, as set forth in Appendix “D” (the “Territory”), during the term of this Agreement in accordance with Paragraph 5. Par, or standard sales price to the purchaser of the Products shall be equal to the Par Value Multiplier set forth in Appendix “B” times the amount at which such Products are then listed on Ilios's current price list.
5. Determination and Payment of Commissions to the Representative.
 - a. Representative shall be entitled to full commission on each order for which all of the following occur in the Territory: (1) Product Specification, (2) Issuance of an Order, and (3) Installation of a Product. However, when one or more of these three functions occurs in a territory other than the Territory, the commission for all functions shall be distributed as per Appendix “C” and subject to Section d of this Paragraph 5. The whole commission amount will be computed as follows:
 - i. Products sold at par or standard sales price shall return a commission to the Representative equal to the Par Commission Multiplier set forth in Appendix “B” times the net sales price (sales price after deducting transportation charges, applicable taxes, design and/or installation consulting fees, startup and/or first year service monies, collection fees, rebates or returns.)

- ii. Products sold above par or standard sales price: Net overage shall be shared equally by the Representative and Ilios.
 - iii. Products sold below par or standard sales price: Net underage shall be borne equally by the Representative and Ilios.
 - iv. The minimum sale price for Products shall be equal to the Minimum Price Multiplier set forth on Appendix "B" times the current published list price. This price will be the lowest price available for the Ilios products to any customer or representative.
 - v. The Representative may choose to forego receiving a commission and purchase the equipment directly from Ilios. The Ilios sale price for Buy/Resell is equal to Buy/Resell Multiplier set forth on Appendix "B" times the Product list price (including all supplied optional equipment). The cost of transportation charges, applicable taxes, design and/or installation consulting fees, startup and/or first year service monies, collection fees, rebates or returns are the sole responsibility of the Representative.
- b. Commissions shall be paid to the Representative within ten (10) days after full payment of the invoice by the purchaser of the Products. If for any reason Ilios does not receive full payment from the customer, the Representative shall receive only his pro rata share of the commission for the portion of the net sales price actually received by Ilios.
 - c. It is understood and agreed that all commissions under this paragraph 5 shall be subject to such split commissions policies as Ilios may from time to time promulgate. The Representative recognizes and agrees that Ilios may change any of the multipliers in Appendix "B" by giving thirty (30) days prior notice to the Representative.
 - d. Notwithstanding anything to the contrary in this Paragraph 5 or elsewhere in this Agreement, commissions shall be due and payable to the Representative only on orders which the Representative has demonstrated reasonable efforts to solicit and procure in accordance with its responsibilities set forth in Paragraph 9.

6. Product Orders.

Product orders submitted by the Representative shall be deemed to be an offer to purchase by the purchaser, and are subject to final approval and acceptance by Ilios at its Home Office in Waltham, Massachusetts.

7. Price Changes. The Representative recognizes and agrees that Ilios may change the price of any Product at any time upon thirty (30) days prior written notice to the Representative.
8. Representative Is Independent Contractor. The Representative shall act as an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee between Ilios and the Representative or between Ilios and any agent or any employee of the Representative. Without limiting the foregoing, the Representative shall have no authority to act for or to bind Ilios in any way, to alter any of the terms or conditions of any standard forms or other agreements of Ilios with purchasers of products, to make representations or warranties or to execute agreements on behalf of Ilios or to represent that Ilios is in any way responsible for the acts or omissions of the Representative. The Representative shall indemnify and hold Ilios harmless for any liability, loss or damage (including reasonable attorney's fees) to Ilios resulting from a violation of this Paragraph 8.
9. Responsibilities of Representative.

- a. The Representative shall promote the sale of the Products set forth on Appendix "A" and render sales and technical services in the Territory.
- b. The Representative shall not personally or through its employees represent himself or themselves as officers or employees of Ilios.
- c. It is acknowledged and agreed by the parties that the policy of Ilios prohibits the payment by any employee or any sales representative of any substantial fee, gift or any other form of compensation as a consideration for or inducement to the obtaining of any contract or order or for the procurement of goods or services on behalf of Ilios. The Representative shall not make any unlawful payments in order to secure a sale or improve its competitive position, and the Representative shall perform its obligations under this Agreement in accordance with all laws, ordinances, rules and regulations of any and all applicable public authorities.
- d. The Representative shall devote its best efforts to promote the maximum sale of the Products in the Territory and to that end shall be required:
 - i. To make personal calls on customers and prospective customers in the Territory as frequently as possible and as required by Ilios.
 - ii. To render sales and technical services to customers and prospective customers, both before and after sale, as required.
 - iii. To maintain an office equipped with telephone service during business hours to assure rapid communications.
 - iv. To maintain a staff adequate to provide sales coverage in the Territory.
 - v. To report on calls made to customers and prospective customers at such times as are requested by Ilios.
 - vi. To furnish Ilios with copies of all letters and other written information submitted by the Representative to customers and prospective customers.
 - vii. To assist Ilios, at the Representative's expense, in presentations at trade shows and in sales promotional campaigns when required by Ilios.
- e. The Representative shall pay and be responsible for all expenses in connection with the performance of the terms and conditions of this Agreement on its part, including but not limited to rent, light, heat, telephone, telegraph, postage, stationery, office supplies, salaries of all employees and travel and entertainment expense, and Ilios shall have no responsibility or liability therefor.
- f. The Representative shall, prior to the commencement of each calendar quarter, furnish to Ilios sales forecasts for the customers in the Territory for such quarter.
- g. The Representative shall maintain customer contacts with respect to such items as drawings, specifications, termination claims, controversial items, and any other transactions directly or incidentally arising from the processing of the business of a customer or prospective customer, or from the initiation, administration or continuation of contacts with that customer.
- h. The Representative shall not receive any funds or enter into any contractual liability on behalf of Ilios.

- i. The Representative shall report available information as to the credit standing of potential or actual customers to Ilios.
 - j. The Representative shall report to Ilios any violations of Ilios's trademarks by other parties of which the Representative becomes aware.
 - k. The Representative agrees to indemnify and save harmless Ilios from all losses and damages (including reasonable attorney's fees) that Ilios may sustain or become liable for by reason of claims against it resulting from unauthorized acts or statements of the Representative or the Representative's employees, agents or representatives.
 - l. The Representative will use its best efforts to assist Ilios, upon its request, with any collections for Products sold in the Territory, and shall remit to Ilios any amounts paid to the Representative by a customer for Products, inadvertently or otherwise.
 - m. The parties agree to a quarterly review of the Representative's sales and/or promotional performance in accordance with the terms of this Agreement and with the sales quotas set forth in Appendix "F".
10. Term and Termination.
- a. The initial term of this Agreement shall commence and be effective as of the date first above written and shall terminate on the fifth anniversary of such date. Thereafter this Agreement shall be renewed for successive one-year terms unless either party provides to the other party written notice of its intent to terminate, with or without cause, at least sixty (60) days prior to the end of the term. Notwithstanding anything to the contrary in this Section a of this Paragraph 10, this Agreement may be terminated early pursuant to Section b of this Paragraph 10.
 - b. This Agreement may be terminated for any reason by either party upon sixty (60) days prior written notice to the other party. This Agreement may be terminated with cause, as defined below, by either party upon thirty (30) days prior written notice to the other party, except that in the event that a party becomes insolvent or seeks to terminate its existence, or in the event that any petition in bankruptcy, either voluntary or involuntary, is filed with respect to the business of a party, the other party may terminate this Agreement effective immediately upon the delivery of written notice.
 - c. Upon either receipt of or mailing of notice of termination of this Agreement, the Representative shall, within ten (10) working days, submit to Ilios at its home office in Waltham, Massachusetts a written list of outstanding quotations or pending projects originated by the Representative. Ilios shall pay the Representative a commission for such quotations and/or pending projects for which orders and payment are received after termination resulting in shipments in accordance with the following schedule:
 - i. Approved Orders within 30 days of termination shall result in 60% of the net commission described in Paragraph 5 to the Representative.
 - ii. Approved Orders within thirty-one (31) to sixty (60) days of termination shall result in 40% of the net commission described in Paragraph 5 to the Representative.
 - iii. Approved Orders within sixty-one (61) to ninety (90) days of termination shall result in 20% of the net commission described in Paragraph 5 to the Representative.
 - iv. Approved Orders later than ninety (90) days of termination shall result in no commission to the Representative.

- d. It is understood and agreed that if, upon the date of mailing of notice of termination, the Representative is indebted to Ilios, such indebtedness may partially or wholly be satisfied by offsetting any commissions then due, or thereafter becoming due, to the Representative.
 - e. It is further understood and agreed that the Representative waives any commissions under Section c of Paragraph 10 if, as agent for a competitor of Ilios, the Representative attempts to secure for such competitor orders for products and services covered by the specific quotation and/or projects referenced in Section c of this Paragraph 10.
 - f. Cause for termination shall mean (a) breach by either party of its obligations under this Agreement or (b) in the case of the Representative, (i) failure to meet any sales quota set for in Appendix "F" or (ii) failure to maintain positive working relationships, as demonstrated in the quarterly review of the Representative's performance pursuant to Section m of Paragraph 9, with utilities, customers or other entities important to Ilios's business within the Territory.
11. Marketing Territory. Ilios grants the Representative the privilege to solicit exclusively all purchasers in the Territory, subject to the exclusions set forth in Appendix "E. Subject to the preceding sentence, Ilios will not sell any Products within the Territory except through the Representative..
12. Competing Products. The Representative has the right to carry and sell products other than and in addition to the Products provided, however, that unless otherwise agreed by the parties, the Representative shall not sell, distribute, advertise or in any way deal in or with any products, which, in the opinion of Ilios, are competitive with any of the Products.
13. Confidentiality. The Representative shall maintain the confidentiality of, and not disclose to others, any confidential or proprietary information of Ilios that it may now have or may hereafter obtain, including without limitation specifications, technical reports, customer lists and product plans relating to Ilios's business or products.
14. Proprietary Rights; Trademarks. The Representative shall conduct its business under its own name. Neither this Agreement nor any sale of Products under this Agreement shall be construed as granting to the Representative any license or right in or to any patent, copyright, trademark or other proprietary right of Ilios. The Representative shall not use any trademarks or tradenames of Ilios in any manner, except as authorized in writing by Ilios or in connection with the use of literature supplied by Ilios. The Representative shall discontinue such usage upon the termination of this Agreement.
15. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person or, if mailed, when mailed by United States certified or registered mail, postage prepaid, to the parties at the addresses first set forth above or at such other address as may be given in writing by either party to the other in accordance with this Paragraph 15.
16. Assignability. The Representative acknowledges that Ilios is entering into this Agreement in reliance upon the personal reputation, qualifications and abilities of the present owner or owners of the Representative's business and operations, and accordingly, the Representative may not assign its rights or obligations under this Agreement, either voluntarily or by operation of law, except with the prior written consent of Ilios. A change in control of the Representative's business shall be deemed to be an assignment for this purpose.
17. Sales of Units Outside the Assigned Territory. The representative shall have the right to purchase Product at the buy/resell price for installation outside the exclusive territory assigned under Appendix D, so long as the intended use is for energy projects whereas the representative retains complete long-term ownership of the Product. Long-term ownership is defined herein as five years or more.

18. Miscellaneous.

- a. This Agreement shall be construed according to the laws of the Commonwealth of Massachusetts.
- b. This Agreement constitutes the entire understanding between the parties relating to the subject matter of this Agreement and supersedes all prior writings, negotiations or understandings with respect thereto. No modification or addition to this Agreement shall have any effect unless it is set forth in writing and signed by both parties.
- c. The waiver by Ilios of any breach of any provision of this Agreement shall not be construed as a continuing waiver of such breach or as a waiver of other breaches of the same or of other provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to be effective as of the day and year first written above.

Ilios Dynamics
(Ilios)

American DG Energy
(Representative)

By: /s/ Robert A. Panora
Robert A. Panora

By: /s/ Barry J. Sanders
Barry J. Sanders

Title: President

Title: President & COO

APPENDIX "A" - PRODUCTS

The Representative shall have the right to solicit the sale of all Ilios products and services set forth below.

- All Ilios Dynamics Natural Gas Engine-Driven Heating Products, including options and accessories.
- Service parts not included, but open to discussion at a future date.

APPENDIX "B" - MULTIPLIERS

The parties agree to the multipliers set forth below:

[****]

APPENDIX "C" - COMMISSION SPLIT

The following is the commission split, as described in Paragraph 5:

- (1) Product Specification : 40%
- (2) Issuance of Order : 40%
- (3) Installation of Product : 20%

If there is no representative in any of the territories where the events described in clause (1), (2) or (3) above take place, then the payment which would have been made to such representative shall be retained by Ilios. To eliminate dispute, documents (e.g., quotations, correspondence or specifications) relevant to the sale must promptly be sent to Ilios to substantiate a claim by the Representative to a share of commission payments.

Ilios reserves the right, in its sole discretion, to establish, and from time to time to change, its policy for determining what elements will be considered in the division of compensation among representatives and territories and the amount of compensation to be allocated to each. The decision of Ilios on the application of the above rules or any revised rules to any particular order shall be final and binding on the Representative.

Ilios shall use its best efforts, prior to or concurrently with the quotation of an order, to notify the Representative that the commissions on such order may be split and to indicate the basis for such split (subject to revision upon the acceptance of the order). In an event shall the total commissions, which Ilios is required to pay on a single order, exceed the amount of the commission payable pursuant to Paragraph 5.

APPENDIX “D” - TERRITORY

The Representative shall have the right to solicit the sale of all Ilios products and services set forth in Appendix “A” in the marketing territory of the New England States including Connecticut, Rhode Island, Massachusetts, New Hampshire, Vermont and Maine. The marketing territory shall also include all the nations in the European Union.

APPENDIX “E” - EXCLUDED CUSTOMERS

The parties agree to the following list of “Excluded Customers”.

1. Any customer who purchases or installs any equipment for:
 - a. Any Ilios research and development project.
 - b. Any Ilios field demonstration unit.
 - c. Any research and development project of a customer of Ilios.

APPENDIX "F" - SALES QUOTAS

Although the performance of the Representative is to be reviewed on a quarterly basis, the sales quotas are to be set for each calendar year. The sales quota is the value of orders accepted by the Company for products as laid out in Appendix "A" as sold by the Representative.

Sample Sales Quota

The sales quota for the Representative, for the period ending month, day, year is:

*\$amount in quotations or \$amount in Sales or installation of _____ tons of equipment
And for the year ending month, day, year is:*

*\$amount in quotations or \$amount in Sales or installation of _____ tons of equipment
Future sales quotas will be developed as the market is further defined.*

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the use in this Registration Statement (Amendment No. 4) on Form S-1/A of Tecogen Inc. of our report dated April 27, 2012, relating to our audits of the consolidated financial statements, appearing in the Prospectus, which is part of this Registration Statement. We also consent to the reference to our firm under the caption "Experts" in such Prospectus.

/s/ McGladrey LLP
McGladrey LLP

Boston, Massachusetts
December 21, 2012