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

FORM 8-K

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

Date of report (Date of earliest event reported): March 25, 2013

TECOGEN INC.

(Exact Name of Registrant as Specified in Its Charter)

Delaware

(State or Other Jurisdiction of Incorporation)

333-178697

(Commission File Number)

04-3536131

(IRS Employer Identification No.)

45 First Avenue, Waltham

Massachusetts

02451

(Address of Principal Executive Offices)

(Zip Code)

(781) 622-1120

(Registrant's Telephone Number, Including Area Code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

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

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

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

Item 1.01 Entry into a Material Definitive Agreement.

On March 25, 2013, Tecogen Inc., or the Company, entered into a Revolving Line of Credit Agreement, or the Agreement, with John N. Hatsopoulos, the Company's Chief Executive Officer. Under the terms of the Agreement, Mr. Hatsopoulos has agreed to lend the Company up to an aggregate of \$1 million, from time to time, at the written request of the Company. Any amounts borrowed by the Company pursuant to the Agreement will bear interest at the Bank Prime Rate as quoted from time to time in the Wall Street Journal plus 1.5% per year. Interest is due and payable quarterly in arrears. Repayment of the principal amount borrowed pursuant to the Agreement will be due on March 31, 2014, or the Maturity Date. Prepayment of any amounts due under the Agreement may be made at any time without penalty. The Agreement terminates on the Maturity Date. The Company has not yet borrowed any amounts pursuant to the Agreement.

The above summary of the Agreement does not purport to be complete and is qualified in its entirety by reference to the Agreement, a copy of which has been filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated into this Item 1.01 by reference.

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

The information in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description of Exhibit
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10.1	Revolving Line of Credit Agreement between the Company and John N. Hatsopoulos, dated March 25, 2013.
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SIGNATURES

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

Date: May 2, 2013

TECOGEN INC.

By: /s/ Bonnie J. Brown

Bonnie J. Brown, Chief Financial Officer

EXHIBIT INDEX

Exhibit No.	Description of Exhibit
10.1	Revolving Line of Credit Agreement between the Company and John N. Hatsopoulos, dated March 25, 2013.

REVOLVING LINE OF CREDIT AGREEMENT

This Revolving Line of Credit Agreement (the "Agreement") is made and entered into in this 25th day of March, 2013 by and between John Hatsopoulos ("Lender"), residing at 3 Woodcock Lane, Lincoln, Massachusetts 01773 and Tecogen Inc., a corporation organized under the laws of Delaware ("Borrower"), with offices located at 45 First Avenue, Waltham, Massachusetts 02451.

In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **LINE OF CREDIT.** During the term hereof, the Lender will from time to time, at the written request of the Borrower, lend to the Borrower such funds as may from time to time be requested by the Borrower (the "Credit Line"). The aggregate principal amount of such funds outstanding at any time shall not exceed One Million U.S. Dollars (\$1,000,000) (the "Credit Limit"). At the time of the first advance of funds under this Agreement, the Borrower shall execute and deliver to Lender the Promissory Note in the form attached to this Agreement. All sums advanced on the Credit Line or pursuant to the terms of this Agreement (each an "Advance") shall become part of the principal of said Promissory Note.
2. **INTEREST.** All sums advanced pursuant to this Agreement shall bear interest from the date each Advance is made until paid in full at the Bank Prime Rate as quoted from time to time in the Wall Street Journal plus one and one half percent (1.5%) per annum (the "Effective Rate").
3. **TERM.** The term of this Agreement shall commence as of the date first set forth above and shall terminate on March 31, 2014 (the "Maturity Date").
4. **ADVANCES.** Any request for an Advance may be made from time to time and in such amounts as Borrower may choose; provided, however, any requested Advance will not, when added to the outstanding principal balance of all previous Advances, exceed the Credit Limit. Requests for Advances may be made orally or in writing by such officer of Borrower authorized by it to request such Advances. Until such time as Lender may be notified otherwise, Borrower hereby authorizes its President or Chief Financial Officer to request Advances. Lender shall transfer the amount of any Advance requested by Borrower in accordance with this Agreement unless an event of default has occurred and is continuing hereunder either at the time of a request for an Advance or the date the Advance is to be made, or if an event has occurred or condition exists which, with the giving of notice or passing of time or both, would constitute an event of default hereunder as of such dates. Borrower shall use all funds loaned by Lender hereunder in connection with Borrower's business.
5. **REPAYMENT.** Borrower shall pay accrued interest on the outstanding principal balance on a quarterly basis, in arrears, commencing at the end of each calendar quarter during which an Advance has been made or remains outstanding and unpaid, and continuing every quarter thereafter until the balance due hereunder is paid in full. The entire unpaid principal balance, together with any accrued interest and other unpaid charges or fees hereunder, shall be due and payable on the Maturity Date. All payments shall be made to Lender at such place as Lender designates from time to time. All payments received hereunder shall be applied first to any costs or expenses incurred by Lender in collecting such payment or to any other unpaid charges or expenses due hereunder; second to accrued interest; and third to principal. Borrower may prepay principal at any time without penalty.
6. **SECURITY.** Borrower shall grant to Lender a first priority security interest in accounts receivable of Borrower relating to projects or contracts entered into on or after the date of any Advance hereunder in an amount equal to not less than One Hundred and Ten Percent (110%) of the amount of the aggregate outstanding and unpaid Advances plus any accrued and unpaid interest with respect to such Advances. Borrower shall execute and deliver any agreements and documents reasonably requested by Lender to effectuate the grant and perfection of security interests in accounts receivable referred to above.

7. REPRESENTATIONS AND WARRANTIES. In order to induce Lender to enter into this Agreement and to make the advances provided for herein, Borrower represents and warrants to Lender as follows:
- a. Borrower is duly organized, validly existing, and in good standing under the laws of the State of Delaware with the power to own its assets and to transact business in Massachusetts, and in such other states where its business is conducted.
 - b. Borrower has the authority and power to execute and deliver any document required hereunder and to perform any condition or obligation imposed under the terms of such documents.
 - c. The execution, delivery and performance of this Agreement and each document incident hereto will not violate any provision of any applicable law, regulation, order, judgment, decree, article of incorporation, by-law, indenture, contract, agreement, or other undertaking to which Borrower is a party, or which purports to be binding on Borrower or its assets, and will not result in the creation or imposition of a lien on any of its assets.
 - d. There is no action, suit, investigation, or proceeding pending or, to the knowledge of Borrower, threatened, against or affecting Borrower or any of its assets which, if adversely determined, would have a material adverse affect on the financial condition of Borrower or the operation of its business.
8. EVENTS OF DEFAULT. An event of default will occur if any of the following events occurs:
- a. Borrower's failure to pay any principal or interest hereunder within ten (10) days after the same becomes due.
 - b. Any representation or warranty made by Borrower in this Agreement or in connection with any borrowing or request for an Advance hereunder, or in any certificate, financial statement, or other statement furnished by Borrower to Lender is untrue in any material respect at the time when made.
 - c. Default by Borrower in the observance or performance of any other covenant or agreement contained in this Agreement.
 - d. Filing by Borrower of a voluntary petition in bankruptcy seeking reorganization, arrangement or readjustment of debts, or any other relief under the Bankruptcy Code as amended or under any other insolvency act or law, state or federal, now or hereafter existing.
 - e. Filing of an involuntary petition against Borrower in bankruptcy seeking reorganization, arrangement or readjustment of debts, or any other relief under the Bankruptcy Code as amended, or under any other insolvency act or law, state or federal, now or hereafter existing, and the continuance thereof for sixty (60) days undismissed, unbonded, or undischarged.
9. REMEDIES. Upon the occurrence of an event of default as defined above, Lender may (i) declare the entire unpaid principal balance, together with accrued interest thereon, to be immediately due and payable without presentment, demand, protest, or other notice of any kind, and (ii) suspend or terminate any obligation that Lender may have hereunder to make additional Advances. To the extent permitted by law, Borrower waives any rights to presentment, demand, protest, or notice of any kind in connection with this Agreement. No failure or delay on the part of Lender in exercising any right, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided at law or in equity. Borrower agrees to pay all costs of collection incurred by reason of the default, including court costs and reasonable attorney's fees.

10. NOTICE. Any notices or other communications required or permitted under this Agreement shall be sufficiently given if delivered personally, sent by registered or certified mail, postage prepaid, or sent by Federal Express or similar courier service to the other party at its address first set forth above or at such other address as either party may specify by written notice to the other party. Unless otherwise specified herein, such notices or other communications shall be deemed received (a) on the date delivered, if delivered personally; (b) three business days after being sent, if sent by registered or certified mail; or (c) the next business day, if delivered by Federal Express or similar courier service.
11. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws (other than the conflict of laws rules) of the Commonwealth of Massachusetts.
12. TITLES AND CAPTIONS. All section titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.
13. ENTIRE AGREEMENT. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.
14. AGREEMENT BINDING. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
15. FURTHER ACTION. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of the Agreement.
16. PARTIES IN INTEREST. Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

IN WITNESS WHEREOF, the undersigned have executed this Revolving Line of Credit Agreement as of the day and year first set forth above.

LENDER:

BORROWER:

TECOGEN INC.

By: /s/ John N. Hatsopoulos

By: /s/ Bonnie J. Brown

Name: John N. Hatsopoulos

Name: Bonnie J. Brown

Title: Chief Financial Officer

TECOGEN INC.
PROMISSORY NOTE

U.S. \$ _____, 2013

FOR VALUE RECEIVED, Tecogen Inc., a corporation organized under the laws of Delaware ("Borrower"), with offices located at 45 First Avenue, Waltham, Massachusetts 02451, agrees to pay to **John N. Hatsopoulos** ("Lender"), residing at 3 Woodcock Lane, Lincoln, Massachusetts 01773, or order, the principal sum of _____ U.S. Dollars (\$ _____), on the maturity date as defined in the Revolving Line of Credit Agreement dated March 25, 2013, together with any accrued interest and any other unpaid charges or fees hereunder. Prepayment of principal, together with accrued interest, may be made at any time without penalty. Interest hereon shall accrue from the date hereof at the Bank Prime Rate as quoted from time to time in the Wall Street Journal plus one and one half percent (1.5%) per annum. Accrued interest shall be due and payable quarterly in arrears on the last day of each calendar quarter.

In the event that any amount of principal hereof, or (to the extent permitted by applicable law) any interest hereon or any other amount payable hereunder is not paid in full when due (whether as scheduled, on demand, by acceleration or otherwise), Borrower shall pay interest (after as well as before entry of judgment thereon to the extent permitted by law) on such unpaid amount to Lender, from the date such amount becomes due until the date such amount is paid in full, payable on demand of Lender at a rate per annum equal at all times to 12% per annum (the "Default Rate"). Additionally, and without limiting the foregoing, following the occurrence and during the continuance of any Event of Default (as defined below), at the option of Lender, the interest rate shall be the Default Rate. Such interest on overdue amounts shall be payable on demand. All computations of interest shall be made on the basis of a year of 360 days for the actual number of days (including the first day but excluding the last day) occurring in the period for which such interest is payable. Each determination by Lender of any applicable rate of interest, and of any change therein, in the absence of manifest error shall be conclusive and binding on the parties hereto.

Payment shall be made in lawful tender of the United States unconditionally in full without set-off, counterclaim or, to the extent permitted by applicable law, other defense, all of which rights of Borrower are hereby expressly waived by Borrower. All payments hereunder shall be made to Lender at Lender's address set forth above (or to such other place as Lender shall designate in a written notice to Borrower), and, unless Borrower has obtained Lender's written consent to another form of payment, such payment shall be made by wire transfer of immediately available funds by no later than 12:00 noon (Boston time) on the due date of the payment, in accordance with Lender's payment instructions.

Whenever any payment hereunder shall be stated to be due, or whenever any interest payment date or any other date specified hereunder would otherwise occur, on a day other than a Business Day (as defined below), then such payment shall be made, and such interest payment date or other date shall occur, on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of payment of interest hereunder. As used herein, "Business Day" means a day (i) other than Saturday or Sunday, and (ii) on which commercial banks are open for business in Boston, Massachusetts.

Borrower represents and warrants to Lender that:

(i) Organization and Powers. Borrower is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all requisite power and authority to own its assets and carry on its business and to execute, deliver and perform its obligations under this Note.

(ii) Authorization; No Conflict. The execution, delivery and performance by Borrower of this Note have been duly authorized by all necessary corporate action of Borrower and do not and will not (A) contravene the terms of the organizational documents of Borrower; or (B) result in a breach of or constitute a default under any material lease, instrument, contract or other agreement to which Borrower is a party or by which it or its properties

may be bound or affected; or (C) violate any provision of any law, rule, regulation, order, judgment, decree or the like binding on or affecting Borrower.

(iii) Binding Obligations. This Note constitutes the legal, valid and binding obligation of Borrower, enforceable against Borrower in accordance with its terms.

(iv) Consents. No authorization, consent, approval, license, exemption of, or filing or registration with, any governmental authority or agency, or approval or consent of any other person or entity is required for the due execution, delivery or performance by Borrower of this Note.

Refer to Revolving line of Credit Agreement for events which shall constitute an event of default.

If any Event of Default shall occur and be continuing, Lender may, by notice to Borrower, declare the entire unpaid principal amount of this Note, all interest accrued and unpaid hereon and all other amounts due hereunder to be forthwith due and payable, whereupon the principal hereof, all such accrued interest and all such other amounts shall become and be forthwith due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by Borrower, provided that if an event described in paragraph (c) above shall occur, the result which would otherwise occur only upon giving of notice by Lender to Borrower as specified above shall occur automatically, without the giving of any such notice.

Borrower agrees to pay on demand the costs and expenses of Lender, and fees and disbursements of counsel, in connection with any Event of Default, the enforcement or attempted enforcement of, and preservation of any rights or interests under, this Note, and any out-of-court workout or other refinancing or restructuring or any bankruptcy or insolvency case or proceeding.

No single or partial exercise of any power under this Note shall preclude any other or further exercise of such power or exercise of any other power. No delay or omission on the part of Lender in exercising any right under this Note shall operate as a waiver of such right or any other right thereunder.

Any notices or other communications required or permitted under this Agreement shall be sufficiently given if delivered personally, sent by registered or certified mail, postage prepaid, or sent by Federal Express or similar courier service to the other party at its address first set forth above or at such other address as either party may specify by written notice to the other party. Unless otherwise specified herein, such notices or other communications shall be deemed received (a) on the date delivered, if delivered personally; (b) three business days after being sent, if sent by registered or certified mail; or (c) the next business day, if delivered by Federal Express or similar courier service.

This Note shall be binding on Borrower and its successors and assigns, and shall be binding upon and inure to the benefit of Lender, any future holder of this Note and their respective successors and assigns. Borrower may not assign or transfer this Note or any of its obligations hereunder without Lender's prior written consent.

This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

Borrower hereby (a) submits to the non-exclusive jurisdiction of the courts of the Commonwealth of Massachusetts and the Federal courts of the United States sitting in the District of Massachusetts (collectively, the "Massachusetts Courts"), for the purpose of any action or proceeding arising out of or relating to this Note, (b) irrevocably waives (to the extent permitted by applicable law) any objection which it now or hereafter may have to the laying of venue of any such action or proceeding brought in any of the Massachusetts Courts, and any objection on the ground that any such action or proceeding in any Massachusetts Court has been brought in an inconvenient forum, and (c) agrees that (to the extent permitted by applicable law) a final judgment in any such action or proceeding brought in a Massachusetts Court shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner permitted by law.

IN WITNESS WHEREOF, Borrower signing below by its duly authorized legal representative(s) has executed this Note as of the date first above mentioned.

TECOGEN INC.

By: _____
Name: Bonnie J. Brown
Title: Chief Financial Officer