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

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**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): June 27, 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  
(Address of Principal Executive Offices)

02451  
(Zip Code)

(781) 466-6400  
(Registrant's Telephone Number, Including Area Code)

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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))
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**Item 1.01 Entry into a Material Definitive Agreement.**

On July 1, 2013, Tecogen Inc., or the Company, we, or us, entered into an Amendment to the Facilities, Support Services and Business Agreement, or the Amendment, with American DG Energy Inc., or American DG Energy. The Amendment renews the term of the Facilities, Support Services and Business Agreement between the Company and American DG Energy for a one year period, beginning on July 1, 2013. The Amendment also increases the space provided by the Company to American DG Energy from approximately 3,071 square feet to 3,282 square feet and from six offices to nine offices. Under the Amendment, the amount that the Company will receive from American DG Energy for the space and services that the Company provides under the Agreement increased from \$5,053 per month to \$6,495 per month. The Amendment further clarifies that the total sales thresholds for volume discounts are to be met during a calendar year and that the American DG Energy's representation rights may be terminated by either the Company or American DG Energy upon 60 days' notice, without cause.

The foregoing description of the Amendment is subject to, and qualified in its entirety by, reference to the Amendment, a copy of which is included as Exhibit 10.1 to this report and is hereby incorporated by reference.

**Item 5.07 Submission to Matters of a Vote of Security Holders**

On June 27, 2013, the Company's board of directors unanimously declared the advisability of, and recommended that the stockholders of the Company adopt, an Amended and Restated Certificate of Incorporation, or the Amended and Restated Charter, (i) effecting a one-for-four reverse stock split, or the Reverse Stock Split, of the Company's common stock, \$0.001 par value, or the Common Stock, and (ii) including certain provisions and changes in connection with the Company's anticipated status as a publicly traded company. It is not currently determinable when or if the Company will become a publicly traded company. Also on June 27, 2013, the holders of a majority of the Company's outstanding shares of Common Stock executed a written consent in accordance with Section 228 of the General Corporation Law of the State of Delaware approving and adopting the Amended and Restated Charter. The Company expects to file the Amended and Restated Charter on or about July 22, 2013. For further information about the Amended and Restated Charter, please refer to the Company's definitive information statement as filed with the Securities and Exchange Commission on July 2, 2013.

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

*(d) Exhibits*

10.1 Amendment, dated as of July 1, 2013, between the Company and American DG Energy.

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## SIGNATURES

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

Date: July 3, 2013

TECOGEN INC.

By: /s/ Bonnie J. Brown

Bonnie J. Brown, Chief Financial Officer

**FIRST AMENDMENT TO THE  
FACILITIES, SUPPORT SERVICES, AND BUSINESS AGREEMENT**

**THIS FIRST AMENDMENT TO THE FACILITIES, SUPPORT SERVICES AND BUSINESS AGREEMENT** dated as of July 1, 2013 (this "Amendment") between Tecogen Inc., a Delaware corporation ("Tecogen"), and American DG Energy Inc., a Delaware corporation ("ADG Energy").

WHEREAS, Tecogen and ADG Energy are parties to a Facilities, Support Services and Business Agreement, dated July 1, 2013 (the "Agreement");

WHEREAS, Section 2 of the Agreement provides that the term of the Agreement will expire one year from July 1, 2013 and that the Agreement is renewable annually upon mutual written agreement.

WHEREAS, Tecogen and ADG Energy wish to renew the Agreement for a period of one year; and

WHEREAS, Tecogen and ADG Energy wish to amend the Agreement as further provided in this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Renewal. That the Agreement be, and hereby is, renewed for a period of one year beginning on July 1, 2013.
2. Section 1(a) of the Agreement is hereby replaced in its entirety to read as follows:

**(a) Office Space.** Approximately 3,282 allocated square feet of space in Tecogen's offices located at 45 First Avenue, Waltham, Massachusetts 02451 (the "Building"), which shall include nine (9) 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 \$6,495.00 per month through December 31, 2013. 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.

3. The word "calendar" is hereby inserted immediately prior to the word "year" in the first sentence of Section 1(f) of the Agreement.

4. The following sentence is hereby inserted as the last sentence of Section 1(g) of the Agreement: Representation rights may be terminated by either party upon 60 days' notice, without cause.

5. This Amendment shall be effective as of the day and year first above written. Except as amended hereby, and as so amended, the Agreement shall remain in full force and effect and shall be otherwise unaffected hereby.

6. This Amendment 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.

7. This Amendment may be executed in separate counterparts, each of such counterparts shall for all purposes be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

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.

**TECOGEN INC.**

By: /s/ Bonnie J. Brown  
Name: Bonnie J. Brown  
Title: Chief Financial Officer

**AMERICAN DG ENERGY INC.**

By: /s/ Anthony S. Loumidis  
Name: Anthony S. Loumidis  
Title: Chief Financial Officer