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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 30, 2016 (June 27, 2016)



**TECOGEN INC.**  
(Exact Name of Registrant as Specified in 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) 622-1120  
(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 June 27, 2016 Tecogen Inc., (the "Company") made its first amendment to two warrants it had with offshore investors that were originally purchased, pursuant to two subscription agreements, for 900,000 shares of the Company's common stock at an exercise price of \$4.00 per share, related to their investment in the Company's joint venture, Ultra Emissions Technology, Ltd. A form of the original two warrants was filed with the Securities and Exchange Commission in the Company's report on Form 8-K filed on December 31, 2015. This first amendment to these two warrants extends the expiration date from June 28, 2016, to July 28, 2016. All other terms of the two warrants remain the same.

**Item 3.02 Unregistered Sale of Equity Securities**

The information in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference. The offer and sale of the shares described in Item 1.01 of this Current Report on Form 8-K was made in a private placement without registration under the Securities Act of 1933, as amended, or the Securities Act, in reliance upon an exemption from registration pursuant to Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder.

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**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

Exhibit No.	Description of Exhibit
10.39	Form of Warrant Amendment dated June 27, 2016

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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.

TECOGEN INC.

June 30, 2016      By: /s/ Robert Panora  
Robert Panora, President

## First Amendment to Warrant Agreement

This First Amendment to the Warrant Agreement (as defined below) (the “Amendment”), dated June 27, 2016, is between Tecogen Inc., a Delaware Corporation, located at 45 First Ave., Waltham, MA 02451 (the “Company”) and \_\_\_\_\_, a sophisticated investor (the “Holder”).

WHEREAS, pursuant to a subscription agreement, entered into by the Company and the Holder, dated December 28, 2015, the Company and the Holder also entered into a warrant agreement (the “Warrant Agreement”).

WHEREAS, the parties now want to modify the expiration date of the Warrant Agreement.

WHEREAS, all capitalized terms that are not defined herein have the meaning that was given to them in the Warrant Agreement.

NOW THEREFORE, in consideration of the foregoing and for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and Holder agree as follows:

- I. Amendment to Warrant Agreement
  - a. The term “Expiration Date” in the Warrant Agreement is amended to mean seven months from the date of Issuance.
- II. Miscellaneous
  - a. Entire Agreement. The terms and conditions of this Amendment shall be incorporated by reference in the Warrant Agreement as though set forth in full in the Warrant Agreement. In the event of any inconsistency between the provisions of this Amendment and any other provision of the Warrant Agreement, the terms and provisions of this Amendment shall govern and control. Except to the extent specifically amended or superseded by the terms of this Amendment, all of the provisions of the Warrant Agreement shall remain in full force and effect. The Warrant Agreement, as modified by this Amendment, constitutes the complete agreement among the parties and supersedes any prior written or oral agreements, writings, communications or understandings of the parties with respect to the subject matter of the Warrant Agreement.
  - b. Severability. Should an provision of this Amendment be held by a court of competent jurisdiction to be enforceable only if modified, or if any portion of this Amendment shall be held as unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the parties with any such modification to become a part hereof and treated as through originally set forth in this Amendment.
  - c. Accredited Investor. The initial Holder of this Amendment to the Warrant Agreement represents that he is an “accredited investor” as defined in the rules and regulations under the Securities Act.
  - d. Counterparts. This Amendment may be executed in separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[Signatures Follow]

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Tecogen Inc.

By: \_\_\_\_\_

Name:

Title:

Holder

By: \_\_\_\_\_

Name: \_\_\_\_\_