
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 24, 2017 (March 23, 2017)



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)

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

Merger Agreement Amendment

On March 23, 2017, Tecogen Inc. (the "Company") entered into Amendment Number One ("Amendment No. 1") of the Agreement and Plan of Merger, dated on November 1, 2016 (the "Merger Agreement"), by and among American DG Energy Inc., a Delaware Corporation ("ADGE") and Tecogen.ADGE Acquisition Corp., a Delaware Corporation that is a wholly owned subsidiary of the Company ("Merger Sub"). The purpose of Amendment No 1. was to make administrative clarifications to the Merger Agreement.

Pursuant to Amendment No. 1, article two of the Merger Agreement was amended to add a new section, section 2.7 to more accurately describe how outstanding warrants of ADGE will be treated in the merger. The parties agreed that all outstanding ADGE warrants at the time of the merger will become effective, and will be exercisable for 0.092 shares of the Company's common stock.

Amendment No 1., also amended the definitions of ADGE Stockholder Approval and Tecogen Stockholder Approval to be more specific. ADGE Stockholder Approval now means the affirmative vote of the holders of a majority of the issued and outstanding shares of ADGE common stock that is entitled to vote at the ADGE stockholder meeting that vote in favor of the adoption of the Merger Agreement. Tecogen Stockholder Approval means the affirmative 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 by proxy at the meeting that vote in favor of approval of the issuance of the shares of Tecogen common stock pursuant to the Merger Agreement.

Lastly, Amendment No 1. amended section 6.1 of the Merger Agreement by deleting that section and replacing it with a new section 6.1 The new section 6.1 states that ADGE Stockholder Approval and Tecogen Stockholder Approval will have to be duly obtained to effectuate the merger.

The preceding summary does not purport to be complete and is qualified in its entirety by reference to the Amendment No.1 and the Merger Agreement which are filed as Exhibit 2.2 and 2.3 to this Current Report on Form 8-K and which is incorporated herein by reference.

Information Regarding Certain Relationships and Related Transactions

ADGE and the Company are affiliated companies by virtue of common leadership. Charlie Maxwell, the Chairman of the board of directors of ADGE, is also a member of the board of directors of the Company. John Hatsopoulos, a member of the board of directors and co-CEO of ADGE, is also a member of the board of directors and co-CEO of the Company. Benjamin Locke is co-CEO of ADGE and co-CEO of the Company. Robert Panora is director of operations of ADGE and President and Chief Operating Officer of the Company.

The Company pays certain operating expenses, including benefits and payroll, on behalf of ADGE and ADGE leases office space from the Company. These costs are reimbursed by ADGE. The Company is also the primary supplier of equipment to ADGE.

For further information about the Company's relationships and transactions with ADGE. and other related person transactions, please see each company's Annual Report on Form 10-K for the year ended December 31, 2016, the Companies' definitive Proxy Statement for the Annual Meeting of Stockholders held in June 2016, and any of the Companies' SEC filings filed since the Proxy Statement. The Company's filings with the SEC, including the Annual Report, the Proxy Statement and the Quarterly Report, are available at the SEC's website at www.sec.gov. Copies of certain of the Company's agreements with these related parties are publicly available as exhibits to the Company's public filings with the SEC and accessible at the SEC's website.

Additional Information about the Merger and Where to Find It

In connection with the Merger, American DG and Tecogen intend to file relevant materials with the Securities and Exchange Commission (the "SEC"), including a registration statement on Form S-4 that will contain a proxy statement / prospectus / information statement. Investors and security holders of American DG and Tecogen are urged to read these materials when they become available because they will contain important information about American DG, Tecogen, and the Merger. The proxy statement / prospectus / information statement and other relevant materials (when they become available), and any other documents filed by either company with the SEC, may be obtained free of charge at the SEC web site at www.sec.gov. Investors and security holders are urged to read the proxy statement / prospectus / information statement and the other relevant materials when they become available before making any voting or investment decision with respect to the Merger.

Tecogen's directors and executive officers and certain other members of its management and employees may be deemed to be participants in the solicitation of proxies in connection with the Special Meeting. Additional information regarding the interests of such potential participants will be included or incorporated by reference in the definitive proxy statement/prospectus (when available).

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

The registrant hereby files the following exhibits

Exhibit No.	Description of Exhibit
2.2	Form of Merger Agreement incorporated by reference from the registrants Form 8-K filed with the SEC on November 2, 2016.
2.3	Form of Amendment No. 1 to Merger Agreement

SIGNATURE

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 thereunto duly authorized.

Date: March 24, 2017

Tecogen Inc.

By: /s/ David A. Garrison

David A. Garrison, Chief Financial Officer

AMENDMENT NO. 1 TO AGREEMENT AND PLAN OF MERGER

THIS AMENDMENT NO. 1 (this “*Amendment No. 1*”), dated effective as of March 23, 2017, to that certain Agreement and Plan of Merger, dated November 1, 2016 (the “*Merger Agreement*”), by and among Tecogen Inc., a Delaware corporation (“**Tecogen**”); Tecogen.ADGE Acquisition Corp., a Delaware corporation and a wholly owned subsidiary of Tecogen (“*Merger Sub*”); and American DG Energy Inc., a Delaware corporation as the company to be acquired (“**ADGE**”), is made and entered into by Tecogen, Merger Sub and ADGE. Capitalized terms used, but not defined, herein shall have the meanings given to such terms in the Merger Agreement.

WHEREAS, the parties desire to amend certain terms of the Merger Agreement as set forth hereinbelow.

NOW, THEREFORE, in consideration of the premises and mutual agreements and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1. Amendments to Merger Agreement.

1.1. Article II of the Merger Agreement is hereby amended to add a new Section 2.7 as follows

“Section 2.7 - Treatment of ADGE Warrants. (a) Each common stock purchase warrant to purchase or acquire ADGE Common Stock, whether vested or unvested (each, an “*ADGE Warrant*”), granted and issued and outstanding immediately before the Merger Effective Time (each holder thereof, a “*Warrantholder*”) and that is in effect immediately before the Merger Effective Time, shall remain in effect after the Merger Effective Time and until such ADGE Warrant expires, is terminated, is forfeited or settled in accordance with the terms thereof; provided, however, that, upon and immediately following the Merger Effective Time (i) each such ADGE Warrant shall cease to be exercisable for or relate to shares of ADGE Common Stock but instead shall be exercisable for 0.0920 shares of Tecogen Common Stock, subject to adjustment as provided in Section 2.1(c), multiplied by the number of shares of ADGE Common Stock as to which each such ADGE Warrant related immediately before the Merger Effective Time (rounded down to the closest whole share), and (ii) the exercise price per share of each ADGE Warrant shall be equal to the exercise price per share of such ADGE Warrant immediately before the Merger Effective Time divided by 0.0920, subject to adjustment as provided in Section 2.1(c), rounded down to the closest whole cent.

(b) Effectuation of this Section. At or before the Merger Effective Time, ADGE and Tecogen shall take all action necessary to effectuate the requirements of this Section 2.7.”

1.2. Section 8.5 - Certain Definitions is hereby amended and restated with respect only to the specific definitions below which are hereby amended and restated in their entirety as follows:

“*ADGE Stockholder Approval*” means the affirmative vote of the holders of a majority of the issued and outstanding shares of ADGE Common Stock entitled to vote at the ADGE Stockholder Meeting voting in favor of adoption of the Agreement.”

“*Tecogen Stockholder Approval*” means the affirmative 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 by proxy at the meeting voting in favor of approval of the issuance of the shares of Tecogen Common Stock pursuant to the Agreement.”

1.3. Subsection (a) of Section 6.1- Conditions to Each Party’s Obligations to Effect the Merger is hereby amended by deleting subsection (a) in its entirety and inserting in lieu thereof the following:

“(a) Stockholder Approvals. Each of the ADGE Stockholder Approval and the Tecogen Stockholder Approval shall have been duly obtained. The board of directors of Merger Sub shall have adopted resolutions approving the Agreement and declaring its advisability and Tecogen, as sole stockholder of Merger Sub, shall have adopted this Agreement and approved the Merger, in accordance with DGCL, by unanimous written consent of such stockholder or otherwise.”

Section 2. Counterparts. This Amendment No. 1 may be executed in two or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties and delivered (by telecopy, electronic delivery or otherwise) to the other parties. Signatures to this Amendment No. 1 transmitted by facsimile transmission, by electronic mail in “portable document format” (“*.pdf*”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

Section 3. References. All references in the Merger Agreement to “Agreement,” “herein,” “hereof,” or terms of like import referring to the Merger Agreement or any portion thereof are hereby amended to refer to the Merger Agreement as amended by this Amendment No. 1.

Section 4. Effect of this Amendment. Except as and to the extent expressly modified by this Amendment No. 1, the Merger Agreement (including all schedules and exhibits thereto) shall remain in full force and effect in all respects and each of Tecogen, Merger Sub, and ADGE do hereby ratify, affirm and adopt all such provisions *ab initio*.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.]

[SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, each party hereto has caused this Amendment No. 1 to be signed and delivered by its respective duly authorized officer as of the date first set forth above.

**TECOGEN INC.
("Tecogen")**

By: /s/ David A. Garrison
Name: David A. Garrison
Title: Chief Financial Officer

**AMERICAN DG ENERGY INC.
("ADGE")**

By: /s/ John N. Hatsopoulos
Name: John N. Hatsopoulos
Title: Co-Chief Executive Officer

**TECOGEN.ADGE ACQUISITION
CORP.
("Merger Sub")**

By: /s/ David A. Garrison
Name: David A. Garrison
Title: Treasurer