
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) **August 5, 2014 (July 31, 2014)**

CAPSTONE TURBINE CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-15957
(Commission File Number)

95-4180883
(I.R.S. Employer
Identification No.)

**21211 Nordhoff Street,
Chatsworth, California**
(Address of principal executive offices)

91311
(Zip Code)

(818) 734-5300
(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.

Third Amendment to Lease

On July 31, 2014, Capstone Turbine Corporation (the "Company") and Northpark Industrial ("Lessor") entered into a Third Amendment to Lease (the "Lease Amendment") to amend the Standard Industrial/Commercial Single-Tenant Lease - Net, dated December 1, 1999, as amended (the "Lease"), pursuant to which the Company leases the premises located at 21211 Nordhoff Street, Chatsworth, California for use as primary office space, engineering testing and manufacturing. The Lease Amendment extends the term of the Lease for a period of two months commencing on August 1, 2014 and ending on September 30, 2014 and sets the monthly base rent payable by the Company under the Lease at \$81,001 per month. The Company and Lessor are engaged in negotiations with respect to a possible subsequent fourth amendment to the Lease pursuant to which, among other things, the term of the Lease would be extended for an additional five (5) years. This description of the Lease Amendment does not purport to be complete and is qualified in its entirety by the reference to the full text of the Lease Amendment, a copy of which is filed herewith as Exhibit 10.

Amendment No. 4 to Rights Agreement

On August 5, 2014, the Company entered into Amendment No. 4 (the "Rights Amendment") to the Rights Agreement, dated July 7, 2005, between the Company and Computershare Inc. as successor-in-interest to Mellon Investor Services LLC, as amended (the "Rights Agreement"). The Rights Amendment amends the Rights Agreement to clarify that the term of the Rights Agreement may not be continued or extended unless and until such amendment has received the approval of the stockholders of the Company at an annual or special meeting of the stockholders held prior to the termination of the Rights Agreement without taking into account such amendment. This description of the Rights Amendment does not purport to be complete and is qualified in its entirety by the reference to the full text of the Rights Amendment, a copy of which is filed herewith as Exhibit 4.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit 4 Amendment No. 4 to Rights Agreement, dated August 5, 2014, between Capstone Turbine Corporation and Computershare Inc. as successor-in-interest to Mellon Investor Services LLC.

Exhibit 10 Third Amendment to Lease, dated July 31, 2014, between Capstone Turbine Corporation and Northpark Industrial.

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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 hereunto duly authorized.

CAPSTONE TURBINE CORPORATION

Date: August 5, 2014

By: /s/ Edward I. Reich
Edward I. Reich
Executive Vice President and Chief Financial Officer

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Exhibit Index

<u>Exhibit</u>	<u>Description</u>
4	Amendment No. 4 to Rights Agreement, dated August 5, 2014, between Capstone Turbine Corporation and Computershare Inc. as successor-in-interest to Mellon Investor Services LLC.
10	Third Amendment to Lease, dated July 31, 2014, between Capstone Turbine Corporation and Northpark Industrial.

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AMENDMENT NO. 4 TO RIGHTS AGREEMENT

THIS AMENDMENT NO. 4 TO RIGHTS AGREEMENT (this "Amendment") is dated as of August 5, 2014, between Capstone Turbine Corporation, a Delaware corporation (the "Company"), and Computershare Inc., successor in interest to Mellon Investor Services LLC (the "Rights Agent").

WITNESSETH

WHEREAS, the Company and the Rights Agent are parties to a Rights Agreement, dated as of July 7, 2005 (the "Original Agreement");

WHEREAS, the Company and the Rights Agent entered into Amendment No. 1 to the Rights Agreement, dated July 3, 2008 ("Amendment No. 1");

WHEREAS, the Company and the Rights Agent entered into Amendment No. 2 to the Rights Agreement, dated June 9, 2011 ("Amendment No. 2");

WHEREAS, the Company and the Rights Agent entered into Amendment No. 3 to the Rights Agreement, dated as of July 1, 2014, which amendment has been presented for approval of the Company's stockholders at the 2014 Annual Meeting of Stockholders to be held on August 28, 2014 ("Amendment No. 3", and together with the Original Agreement, Amendment No. 1 and Amendment No. 2, the "Agreement"); and

WHEREAS, the Company and the Rights Agent desire to further amend the Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and other agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Amendment of Section 27. The following language is added to the end of Section 27 of the Agreement:

"For avoidance of doubt and notwithstanding any other provision of this Agreement to the contrary, no amendment to this Agreement having the effect of continuing or extending the term of this Agreement shall be effective unless and until such amendment has received the approval of the stockholders of the Company at an annual or special meeting of the stockholders of the Company held prior to the termination of this Agreement without taking into account such amendment."

2. Amendment. This Amendment is made pursuant to and compliant in all respects with Section 27 of the Agreement. Except as expressly amended hereby, the Agreement shall remain in full force and effect.

3. Counterparts. This Amendment may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument. A facsimile signature shall be considered the same as an original signature for purposes of execution of this Amendment.

[The following page is the signature page.]

IN WITNESS WHEREOF, the parties have caused this Amendment No. 4 to Rights Agreement to be executed as of the date first above written.

COMPANY:
CAPSTONE TURBINE CORPORATION

By: /s/ Edward I. Reich
Title: Executive Vice President, Chief Financial Officer and Secretary

RIGHTS AGENT:
COMPUTERSHARE INC.

By: /s/ Dennis Moccia
Title: Manager, Contract Administration



THIRD AMENDMENT TO LEASE

This Third Amendment to Lease (this “**Amendment**”) is entered into as of July 31, 2014 by and between NORTH PARK INDUSTRIAL, a California general partnership (“**Lessor**”), and CAPSTONE TURBINE CORPORATION, a California corporation (“**Lessee**”).

- A) Lessor and Lessee are parties to that certain Standard Industrial/Commercial Single-Tenant Lease—Net dated December 1, 1999, as amended by First Amendment to Lease dated March 10, 2000 and Second Amendment to Lease dated August 27, 2009 (collectively, the “**Lease**”), pursuant to which Lessee leases from Lessor certain premises containing approximately 98,370 square feet located in the building at 21211 Nordhoff Street, Chatsworth, California (the “**Premises**”), as more particularly described in the Lease.
- B) The Term of the Lease is currently scheduled to expire on July 31, 2014. Lessor and Lessee now desire to amend the Lease to, among other things, extend the term of the Lease in accordance with the terms and conditions set forth below.
 - 1) **Term of Lease:** The Term of the Lease is hereby extended for a period of **two (2) months** commencing on August 1, 2014 (the “**Renewal Commencement Date**”) and expiring on September 30, 2014. Notwithstanding the foregoing, in the event that Lessor and Lessee mutually agree to and execute a subsequent fourth amendment to the Lease in which the Term is extended for an additional five (5) years amongst other mutually agreed terms, this Amendment shall terminate and be not applicable as of the date prior to the commencement date of the Term in said fourth amendment.
 - 2) **Rent:** Commencing on the Renewal Commencement Date, the monthly Base Rent due to Lessor with respect to the Premises shall be equal to **\$81,001.34 per month** (which Base Rent shall be due and payable in accordance with the terms of the Lease and in addition to all other amounts due and owing under the Lease). In addition to the Base Rent, Lessee shall be responsible for paying to Lessor the amount of **\$8,961.68 per month** as Lessor’s monthly estimate for Lessee’s share of Real Property Taxes and landscaping and irrigation system maintenance.
 - 3) **Condition of Premises:** Lessee shall continue to lease the Premises “as is,” “with all faults,” and without any representations or warranties. Lessor hereby discloses to Lessee, in accordance with California Civil Code Section 1938, and Lessee hereby acknowledges, that the Premises have not undergone an inspection by a Certified Access Specialist (CASp) to determine whether the Premises meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.
 - 4) **Warranty of Authority:** If Lessor or Lessee signs as a corporation, partnership or limited liability company, each of the persons executing this Amendment on behalf of Lessor and Lessee hereby covenants and warrants the following: (i) that the entity executing herein is a duly authorized and existing entity that is qualified to do business in California; (ii) that the person(s) signing on behalf of either Lessor or Lessee have full right and authority to enter into this Amendment; and (iii) that each and every person signing on behalf of either Lessor or Lessee are authorized to do so.
 - 5) **Brokers:** Lessee represents and warrants to Lessor that it has not dealt with any brokers with respect to this Amendment except for Delphi Business Properties, Inc., as Lessor’s broker, and Cresa Los Angeles as Lessee’s broker. Lessee agrees and acknowledges that Lessor shall not pay any fees or commissions to Cresa Los Angeles in connection with this Amendment. If Lessee has dealt with any broker or finder with respect to this Amendment, it shall be solely responsible for the payment of any fees due said broker or finder and Lessee shall protect, indemnify, hold harmless and defend Lessor from any liability with respect thereto.

- 6) **Facsimile/PDF; Counterparts:** Each party hereto, and their respective successors and assigns, shall be authorized to rely upon the signatures of all parties hereto which are delivered by facsimile or in PDF format as constituting duly authorized, irrevocable, actual and current delivery of this Amendment with original ink signatures. This Amendment may be executed in counterparts, each of which shall be deemed an original part and all of which together shall constitute a single instrument.
- 7) **Original Lease in Full Force:** Except for those provisions which are inconsistent with this Amendment and those terms, covenants and conditions for which performance has heretofore been completed, all other terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

LESSOR:

NORTH PARK INDUSTRIAL,
a California general partnership

By: Northwest Industrial Center LLC,
a California limited liability company,
its general partner

By: /s/ Murray Siegel

LESSEE:

CAPSTONE TURBINE CORPORATION,
a California corporation

By: /s/ Darren Jamison

Name: Darren Jamison

Its: President & Chief Executive Officer

By: Murray Siegel, Manager
/s/ Gary Siegel
Gary Siegel, Manager

By: Northpark Industrial-Leahy Division
LLC, a California limited liability
company, its general partner

By: /s/ Edward Reich
Name: Edward Reich
Its: Executive Vice President & Chief Financial Officer

By: West America Construction
Corporation, a California corporation,
its Manager

By: /s/ Nicholas M. Brown
Nicholas M. Brown, President
By: /s/ Thomas L. Harner
Thomas L. Harner, Secretary