

**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): July 26, 2018 (July 25, 2018)

**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  
(IRS Employer  
Identification No.)

16640 Stagg Street,  
Van Nuys, California  
(Address of principal executive offices)

91406  
(Zip Code)

(818) 734-5300  
(Registrant's telephone number, including area code)

Former name or former address, if changed since last report: N/A

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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2). Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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**Item 1.01 Entry Into a Material Definitive Agreement.**

On July 25, 2018, the Capstone Turbine Corporation (the “Company”) and Carrier Corporation (“Carrier”) entered into a Second Amendment to the Development and License Agreement (“Second Amendment”) whereby the Company agreed to pay Carrier approximately \$3.0 million to conclude the Company’s current royalty obligation under the Development and License Agreement, dated as of September 4, 2007, as amended (“Development Agreement”) and release the Company from any future royalty payment obligations. The Second Amendment also removed non-compete provisions from the Development Agreement, allowing the Company to design, market or sell its C200 System in conjunction with any energy system and compete with Carrier products in the combined cooling, heating and power market (“CCHP”).

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

(d) Exhibits.

Exhibit	Description
99	<a href="#"><u>Second Amendment to The Development and License Agreement between Capstone Turbine Corporation and Carrier Corporation, effective September 4, 2007.</u></a>

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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: July 26, 2018

By: /s/ Jayme L. Brooks  
Jayme L. Brooks  
Chief Financial Officer, Chief Accounting  
Officer and Secretary

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**Second Amendment to:**

**The Development and License Agreement between Capstone Turbine Corporation (“Capstone”) and Carrier Corporation (“Carrier”), effective September 4, 2007 and as amended from time to time (“Development Agreement”).**

In consideration of the mutually beneficial commercial relationship between Capstone and Carrier, acknowledged by each of the parties to be good and valuable consideration, Capstone and Carrier agree to amend the Development Agreement as follows:

1. Capitalized terms used herein and not otherwise defined shall have the meanings assigned within the Development Agreement.
2. The parties acknowledge that under Section 2 of the First Amendment to the Development Agreement, Capstone may propose to Carrier a lump sum payment amount, which, upon payment to Carrier, would release Capstone from any future royalty payment obligations (subject to the terms and conditions to be negotiated by the parties). The parties agree that the following specific terms and conditions shall apply:
  - Capstone agrees to pay, and Carrier agrees to accept, a one-time lump sum payment of \$2,973,723 USD to conclude Capstone’s current royalty obligation under the Development Agreement and release Capstone from any future royalty payment obligations.
  - Capstone agrees to make, and Carrier agrees to accept, the one-time lump sum payment within 60 calendar days of the effective date of execution of this Second Amendment. Payment shall be made via wire transfer to: JP Morgan/Chase Manhattan Bank, One Chase Manhattan Plaza, 7<sup>th</sup> Floor, New York, NY 10005; For the Account of: Carrier Corporation ABA# 021000021, Account # 910-2-630-960.
3. In consideration of the mutually beneficial commercial relationship described above, the parties also agree to strike Section 2.2.2, Non Compete Provisions, from the Development Agreement.
4. Except as modified by the terms and conditions of this Second Amendment, the terms and conditions of the Development Agreement shall remain in full force and effect.

This Second Amendment shall be deemed executed by both parties when any one or more of the counterparts hereof, individually or taken together, bears the signature of each of the parties. The parties may deliver counterparts of this Second Amendment by facsimile or electronic transmission.

IN WITNESS WHEREOF, by executing below, the parties have caused this Second Amendment to be effective as of the last date of signature below (“Effective Date”).

**Capstone Turbine Corporation**

Name: Darren Jamison  
 Signature: /s/Darren Jamison  
 Title: President & CEO  
 Date: July 25, 2018

**Carrier Corporation**

Name: Scott W. Moore  
 Signature: /s/Scott W. Moore  
 Title: MD North Amer. Field Service  
 Date: July 25, 2018