

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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): October 29, 2019

LeMaitre Vascular, Inc.
(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction of Incorporation)

001-33092
(Commission File Number)

04-2825458
(IRS Employer Identification No.)

63 Second Avenue
Burlington, Massachusetts
(Address of Principal Executive Offices)

01803
(Zip Code)

(781) 221-2266
(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))

Securities registered pursuant to Section 12(b) of the Exchange Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common	LMAT	The Nasdaq Global Market

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

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.

Item 1.01. Entry into a Material Definitive Agreement.

On October 29, 2019, LeMaitre Vascular, Inc. (the “Company”) entered into amendments (“Amendments”) to its leases for its headquarter properties located at 43, 53 and 63 Second Avenue in Burlington, Massachusetts. The counterparty to the amendment to the lease for 43 Second Avenue is NWP BUILDING 3 LLC. The counterparty to the amendment to the lease for 53 Second Avenue is NWP BUILDING 4 LLC. The counterparty to the amendment to the lease for 63 Second Avenue is NWP BUILDING 5 LLC. The Amendments extend the terms of those leases to December 31, 2030, and set forth monthly rental rates for the extended terms of those leases, which increase in each year of the extended terms.

The foregoing description of the Amendments is not complete and is qualified in its entirety by reference to the full text of such documents attached as exhibits hereto.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits. The following exhibits are being filed with this Current Report on Form 8-K:

<u>Exhibit</u>	<u>Document Description</u>
10.1	First Amendment of Lease dated October 29, 2019 between NWP BUILDING 3 LLC and the Registrant
10.2	Fifth Amendment of Lease dated October 29, 2019 between NWP BUILDING 4 LLC and the Registrant
10.3	Seventh Amendment of Lease dated October 29, 2019 between NWP BUILDING 5 LLC and the Registrant

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.

LEMAITRE VASCULAR, INC.

Dated: November 1, 2019

By: /s/ Joseph P. Pellegrino, Jr.

Name: Joseph P. Pellegrino, Jr.

Title: Chief Financial Officer and Secretary

EXHIBIT INDEX

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FIRST AMENDMENT OF LEASE

THIS FIRST AMENDMENT OF LEASE (this “Amendment”) is made and entered into as of this 29th day of October, 2019 (the “Effective Date”) by and between **NWP BUILDING 3 LLC**, a Massachusetts limited liability company (“Landlord”) and **LEMAITRE VASCULAR, INC.**, a Delaware corporation (“Tenant”).

BACKGROUND

A. Landlord and Tenant entered into an office lease dated December 20, 2013 (the “Lease”) for premises (the “Premises”) containing approximately 15,642 rentable square feet being the entire building located at 41 Second Avenue, Burlington, Massachusetts.

B. The Lease is currently scheduled to expire on December 31, 2023.

C. Tenant desires to extend the Original Term of the Lease for an additional period of Seven (7) years.

D. Landlord has agreed to so extend the Original Term and the parties now enter into this Agreement to memorialize such extension and make certain other modifications, on the terms and conditions contained hereinbelow.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties hereby amend the Lease as follows:

1. Capitalized terms not defined in this Amendment shall have the meanings given them in the Lease. The background recitals set forth above are hereby incorporated herein.

2. The Original Term of the Lease is hereby extended for an additional period of Seven (7) years from its current expiration date of December 31, 2023, commencing on January 1, 2024 and expiring on December 31, 2030 (the “Extended Term”). Accordingly, as of the Effective Date, the Expiration Date stated in Section 1.1 of the Lease is changed to December 31, 2030. The Extended Term shall be on all the same terms and conditions contained in the Lease, as hereby amended. Tenant is currently in possession of the Premises and accepts them in their current as-is condition for the Extended Term without any representations or warranties by Landlord as to their condition, and without any obligation on the part of Landlord to perform any work to prepare the Premises for Tenant’s continued use.

3. Commencing January 1, 2024, and continuing throughout the Extended Term, the Annual Fixed Rent Rate and the Monthly Fixed Rent Rate shall be:

<u>Period</u>	<u>Annual Fixed Rent Rate</u>	<u>Monthly Fixed Rental Rate</u>
January 1, 2024 – December 31, 2024	\$234,448	\$19,537
January 1, 2025 – December 31, 2025	\$240,309	\$20,026
January 1, 2026 – December 31, 2026	\$246,317	\$20,526
January 1, 2027 – December 31, 2027	\$252,475	\$21,040
January 1, 2028 – December 31, 2028	\$258,787	\$21,566
January 1, 2029 – December 31, 2029	\$265,257	\$22,105
January 1, 2030 – December 31, 2030	\$271,888	\$22,657

Fixed Rent and Additional Rent on account of Tenant's Percentage of Tax and Operating Costs shall continue to be paid at the same time and in the same manner as currently set forth in Article 4 of the Lease.

4. Tenant represents and warrants to Landlord that it has dealt with no broker in connection with the consummation of this Amendment other than The Stevens Group ("Broker"). Tenant shall pay Broker any commission or fee owing in connection with this Amendment, pursuant to a separate agreement between Tenant and Broker. It is understood that Landlord shall have no obligation whatsoever to pay a commission or other fee to Broker in connection with this Amendment. In the event of any brokerage claims by Broker, or any other broker, against Landlord predicated upon dealings with Tenant, Tenant agrees to defend the same and indemnify and hold Landlord harmless against any such claim.

5. Tenant represents and warrants to Landlord that, to the best of Tenant's actual knowledge, as of the date hereof, (a) the Lease is and remains in good standing and in full force and effect, (b) Tenant has no claims, defenses, counterclaims, set-offs or defenses against Landlord arising out of the Lease or in any way relating thereto or arising out of any other transaction between Landlord and Tenant, and (c) all allowances provided to Tenant, have been paid in full by Landlord to Tenant, and Landlord has no further obligations with respect thereto or to the construction of the Premises.

6. Landlord and Tenant each represent, as to itself, (a) that it is validly existing and in good standing in the state where it was organized; (b) that it has the authority and capacity to enter into this Amendment and perform all of its obligations hereunder; (c) that all necessary action has been taken in order to authorize it to enter into and perform all of its obligations hereunder; (d) that the person executing this Amendment on its behalf is duly authorized to do so.

7. This Amendment contains the entire agreement of the parties regarding the subject matter hereof. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, among them, relating to this subject matter, other than as set forth herein.

8. This Amendment shall not be valid and binding until executed and delivered by Landlord, and may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Any facsimile, pdf, or other electronic transmittal of original signature versions of this Amendment shall be considered to have the same legal effect as execution and delivery of the original document and shall be treated in all manner and respects as the original document.

Signatures appear on the following page

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Except as amended hereby, the Lease is ratified and confirmed in all respects, and shall continue in full force and effect according to its terms, as amended.

Executed under seal as of the Effective Date.

LANDLORD:

NWP BUILDING 3 LLC, a Massachusetts limited liability company

BY: NW ASSOCIATES LLC, a Delaware limited liability company, its Manager

By: /s/ Crosby Nordblom
Crosby Nordblom, Manager

By: /s/ Peter Nordblom
Peter Nordblom, Manager

By: /s/ Adele Olivier
Adele Olivier, Manager

TENANT:

LEMAITRE VASCULAR, INC.

a Delaware corporation

By: /s/ Joseph P. Pellegrino, Jr.
Name: Joseph P. Pellegrino, Jr.
Title: Chief Financial Officer

FIFTH AMENDMENT OF LEASE

THIS FIFTH AMENDMENT OF LEASE (this "Amendment") is made and entered into as of this 29th day of October, 2019 (the "Effective Date") by and between **NWP BUILDING 4 LLC**, a Massachusetts limited liability company ("Landlord") and **LEMAITRE VASCULAR, INC.**, a Delaware corporation ("Tenant").

BACKGROUND

A. Landlord's predecessor-in-interest, the Trustees of Northwest Associates, and Tenant originally entered into a lease dated March 23, 2010, as amended by a First Amendment of Lease dated September 14, 2010, and a Second Amendment of Lease dated October 31, 2011, and a Third Amendment of Lease dated August 31, 2012, and Fourth Amendment of Lease dated December 20, 2013 (the Lease and all amendments are collectively referred to as, the "Lease") with respect to the entire building measuring approximately 27,289 rentable square feet (the "Building") located at 53 Second Avenue, Northwest Park, Burlington, MA; and

B. Pursuant to the Lease, the current Expiration Date is December 31, 2023.

C. The parties now desire to extend the term of the lease for a period of seven (7) additional years, to expire on December 31, 2030, and provide for certain other modifications to the Lease on account of such extension.

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

1. Capitalized terms not defined in this Amendment shall have the meanings given them in the Lease. The background recitals set forth above are hereby incorporated herein.

2. The Original Term of the Lease is hereby extended for an additional period of seven (7) years from its current expiration date of December 31, 2023, commencing on January 1, 2024 and expiring on December 31, 2030 (the "Extended Term"). Accordingly, as of the Effective Date, the Expiration Date stated in Section 1.1 of the Lease is changed to December 31, 2030. The Extended Term shall be on all the same terms and conditions contained in the Lease, as hereby amended. Tenant is currently in possession of the Premises and accepts them in their current as-is condition for the Extended Term without any representations or warranties by Landlord as to their condition, and without any obligation on the part of Landlord to perform any work to prepare the Premises for Tenant's continued use.

3. Commencing January 1, 2024, and continuing throughout the Extended Term, the Annual Fixed Rent Rate and the Monthly Fixed Rent Rate shall be:

<u>Period</u>	<u>Annual Fixed Rent Rate</u>	<u>Monthly Fixed Rent Rate</u>
January 1, 2024 – December 31, 2024	\$348,115	\$29,010
January 1, 2025 – December 31, 2025	\$356,817	\$29,735
January 1, 2026 – December 31, 2026	\$365,738	\$30,748
January 1, 2027 – December 31, 2027	\$374,881	\$31,240
January 1, 2028 – December 31, 2028	\$384,253	\$32,021
January 1, 2029 – December 31, 2029	\$393,860	\$32,822
January 1, 2030 – December 31, 2030	\$403,706	\$33,642

Fixed Rent and Additional Rent on account of Tenant's Percentage of Tax and Operating Costs shall continue to be paid at the same time and in the same manner as currently set forth in Article 4 of the Lease.

4. Tenant represents and warrants to Landlord that it has dealt with no broker in connection with the consummation of this Amendment other than The Stevens Group ("Broker"). Tenant shall pay Broker any commission or fee owing in connection with this Amendment, pursuant to a separate agreement with Tenant and Broker. It is understood that Landlord shall have no obligation whatsoever to pay a commission or other fee to Broker in connection with this Amendment. In the event of any brokerage claims by Broker, or any other broker, against Landlord predicated upon dealings with Tenant, Tenant agrees to defend the same and indemnify and hold Landlord harmless against any such claim.

5. Tenant represents and warrants to Landlord that, to the best of Tenant's actual knowledge, as of the date hereof, (a) the Lease is and remains in good standing and in full force and effect, (b) Tenant has no claims, defenses, counterclaims, set-offs or defenses against Landlord arising out of the Lease or in any way relating thereto or arising out of any other transaction between Landlord and Tenant, and (c) all allowances provided to Tenant, have been paid in full by Landlord to Tenant, and Landlord has no further obligations with respect thereto or to the construction of the Premises.

6. Landlord and Tenant each represent, as to itself, (a) that it is validly existing and in good standing in the state where it was organized; (b) that it has the authority and capacity to enter into this Amendment and perform all of its obligations hereunder; (c) that all necessary action has been taken in order to authorize it to enter into and perform all of its obligations hereunder; (d) that the person executing this Amendment on its behalf is duly authorized to do so.

7. This Amendment contains the entire agreement of the parties regarding the subject matter hereof. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, among them, relating to this subject matter, other than as set forth herein.

8. This Amendment shall not be valid and binding until executed and delivered by Landlord, and may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Any facsimile, pdf, or other electronic transmittal of original signature versions of this Amendment shall be considered to have the same legal effect as execution and delivery of the original document and shall be treated in all manner and respects as the original document.

Signatures appear on the following page

Except as amended hereby, the Lease is ratified and confirmed in all respects, and shall continue in full force and effect according to its terms, as amended.

Executed under seal as of the Effective Date.

LANDLORD:

NWP BUILDING 4 LLC,
A Massachusetts limited liability company,

By: NW ASSOCIATES LLC,
a Delaware limited liability company, its sole manager

By: /s/ Crosby Nordblom _____
as Manager and not individually

By: /s/ Peter Nordblom _____
as Manager and not individually

By: /s/ Adele Olivier _____
as Manager and not individually

Being a majority of the Board of Managers of
said NW Associates LLC

TENANT:

LEMAITRE VASCULAR, INC.
a Delaware corporation

By: /s/ Joseph P. Pellegrino, Jr. _____
Name: Joseph P. Pellegrino, Jr.
Title: Chief Financial Officer

SEVENTH AMENDMENT OF LEASE

THIS SEVENTH AMENDMENT OF LEASE (this "Amendment") is made and entered into as of this 29th day of October, 2019 (the "Effective Date") by and between **NWP BUILDING 5 LLC**, a Massachusetts limited liability company ("Landlord") and **LEMAITRE VASCULAR, INC.**, a Delaware corporation ("Tenant").

BACKGROUND

A. Landlord's predecessor-in-interest, the Trustees of Northwest Associates, and Tenant originally entered into a lease dated March 31, 2003, as amended by a First Amendment of Lease dated as of May 21, 2004, and a Second Amendment of Lease dated as of May 21, 2007 and a Third Amendment of Lease dated as of February 26, 2008, and a Fourth Amendment of Lease dated as of October 31, 2008, and a Fifth Amendment of Lease dated March 23, 2010, and a Sixth Amendment of Lease dated December 20, 2013 (the Lease and all amendments are collectively referred to as, the "Lease") with respect to the entire building measuring approximately 27,098 rentable square feet (the "Building") located at 63 Second Avenue, Northwest Park, Burlington, MA; and

B. Pursuant to the Lease, the current Expiration Date is December 31, 2023.

C. The parties now desire to extend the term of the lease for a period of seven (7) additional years, to expire on December 31, 2030, and provide for certain other modifications to the Lease on account of such extension.

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

1. Capitalized terms not defined in this Amendment shall have the meanings given them in the Lease. The background recitals set forth above are hereby incorporated herein.

2. The Original Term of the Lease is hereby extended for an additional period of seven (7) years from its current expiration date of December 31, 2023, commencing on January 1, 2024 and expiring on December 31, 2030 (the "Extended Term"). Accordingly, as of the Effective Date, the Expiration Date stated in Section 1.1 of the Lease is changed to December 31, 2030. The Extended Term shall be on all the same terms and conditions contained in the Lease, as hereby amended. Tenant is currently in possession of the Premises and accepts them in their current as-is condition for the Extended Term without any representations or warranties by Landlord as to their condition, and without any obligation on the part of Landlord to perform any work to prepare the Premises for Tenant's continued use.

3. Commencing January 1, 2024, and continuing throughout the Extended Term, the Annual Fixed Rent Rate and the Monthly Fixed Rent Rate shall be:

<u>Period</u>	<u>Annual Fixed Rent Rate</u>	<u>Monthly Fixed Rent Rate</u>
January 1, 2024 – December 31, 2024	\$345,679	\$28,807
January 1, 2025 – December 31, 2025	\$354,321	\$29,527
January 1, 2026 – December 31, 2026	\$363,179	\$30,265
January 1, 2027 – December 31, 2027	\$372,259	\$31,022
January 1, 2028 – December 31, 2028	\$381,565	\$31,797
January 1, 2029 – December 31, 2029	\$391,104	\$32,592
January 1, 2030 – December 31, 2030	\$400,882	\$33,407

Fixed Rent and Additional Rent on account of Tenant's Percentage of Tax and Operating Costs shall continue to be paid at the same time and in the same manner as currently set forth in Article 4 of the Lease.

4. As of the Effective Date of this Seventh Amendment to the Lease, the Tenant, at Tenant's sole expense, shall be responsible for any replacement or repairs exceeding \$10,000 to the roof and/or house HVAC systems during the term of the Lease. Any such replacement or repair shall be coordinated by the Landlord and use new parts, materials, and units of a similar quality and standard as current conditions. All other capital expenditures shall be performed and charged-back per the Lease.

5. Tenant represents and warrants to Landlord that it has dealt with no broker in connection with the consummation of this Amendment other than The Stevens Group ("Broker"). Tenant shall pay Broker any commission or fee owing in connection with this Amendment, pursuant to a separate agreement between Tenant and Broker. It is understood that Landlord shall have no obligation whatsoever to pay a commission or other fee to Broker in connection with this Amendment. In the event of any brokerage claims by Broker, or any other broker, against Landlord predicated upon dealings with Tenant, Tenant agrees to defend the same and indemnify and hold Landlord harmless against any such claim.

6. Tenant represents and warrants to Landlord that, to the best of Tenant's actual knowledge, as of the date hereof, (a) the Lease is and remains in good standing and in full force and effect, (b) Tenant has no claims, defenses, counterclaims, set-offs or defenses against Landlord arising out of the Lease or in any way relating thereto or arising out of any other transaction between Landlord and Tenant, and (c) all allowances provided to Tenant, have been paid in full by Landlord to Tenant, and Landlord has no further obligations with respect thereto or to the construction of the Premises.

7. Landlord and Tenant each represent, as to itself, (a) that it is validly existing and in good standing in the state where it was organized; (b) that it has the authority and capacity to enter into this Amendment and perform all of its obligations hereunder; (c) that all necessary action has been taken in order to authorize it to enter into and perform all of its obligations hereunder; (d) that the person executing this Amendment on its behalf is duly authorized to do so.

8. This Amendment contains the entire agreement of the parties regarding the subject matter hereof. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, among them, relating to this subject matter, other than as set forth herein.

9. This Amendment shall not be valid and binding until executed and delivered by Landlord, and may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Any facsimile, pdf, or other electronic transmittal of original signature versions of this Amendment shall be considered to have the same legal effect as execution and delivery of the original document and shall be treated in all manner and respects as the original document.

Signatures appear on the following page

Except as amended hereby, the Lease is ratified and confirmed in all respects, and shall continue in full force and effect according to its terms, as amended.

Executed under seal as of the Effective Date.

LANDLORD:

NWP BUILDING 5 LLC,
A Massachusetts limited liability company,
by its sole Manager,

NW ASSOCIATES LLC,
a Delaware limited liability company

By: /s/ Crosby Nordblom
as Manager and not individually

By: /s/ Peter Nordblom
as Manager and not individually

By: /s/ Adele Olivier
as Manager and not individually

Being a majority of the Board of Managers of
Said NW Associates LLC

TENANT:

LEMAITRE VASCULAR, INC.
a Delaware corporation

By: /s/ Joseph P. Pellegrino, Jr.
Name: Joseph P. Pellegrino, Jr.
Title: Chief Financial Officer