

**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): **May 27, 2015**

T2 BIOSYSTEMS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

001-36571
(Commission
File Number)

20-4827488
(IRS Employer
Identification Number)

101 Hartwell Avenue, Lexington, Massachusetts 02421
(Address of principal executive offices, including Zip Code)

(781) 761-4646
(Registrant's telephone number, including area code)

N/A
(Former Name or Former Address, if Changed Since Last Report)

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))

Item 1.01 Entry into a Material Definitive Agreement.

On May 27, 2015, T2 Biosystems, Inc. (the "Company"), entered into a Third Amendment to Lease (the "Lease Amendment") with King 101 Hartwell LLC ("Landlord") relating to the Company's corporate offices located at 101 Hartwell Avenue, Lexington, MA 02421. The Lease Amendment modifies the Indenture of Lease dated August 6, 2010 between the Company and the Landlord, as amended by that certain First Amendment to Lease dated as of November 2011, and as further amended by that certain Second Amendment to Lease dated as of July 11, 2014 (collectively, the "Original Lease") to, among other things, extend the term of the Original Lease which was scheduled to expire on December 31, 2015 until December 31, 2017. The Original Lease, as amended by the Lease Amendment, is referred to in this Form 8-K as the "Lease Agreement."

During the period from January 1, 2016 until December 31, 2016 the fixed rent under the Lease Agreement will be \$98,102.08 per month, which will increase to \$100,905.00 per month for the period from January 1, 2017 until December 31, 2017.

The foregoing summary is qualified in its entirety by reference to the Lease Amendment, a copy of which is being filed as Exhibit 10.1 to this Form 8-K.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit No.

Description

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: May 29, 2015

T2 BIOSYSTEMS, INC.

By: /s/ John McDonough
John McDonough
President and Chief Executive Officer

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EXHIBIT INDEX

Exhibit No.	Description
10.1	Third Amendment to Lease, dated as of May 27, 2015

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THIRD AMENDMENT TO LEASE

This Third Amendment to Lease (this "**Third Amendment**") is made as of May 27, 2015 by and between KING 101 HARTWELL LLC, a Massachusetts limited liability company with an address c/o King Street Properties, 200 Cambridge Park Drive, Cambridge, MA 02140 ("**Landlord**"), and T2 BIOSYSTEMS, INC., a Delaware corporation with an address of 101 Hartwell Avenue, Lexington, MA 02421 ("**Tenant**").

WITNESSETH

WHEREAS, Landlord and Tenant are the current parties to that certain Lease dated August 6, 2010, as amended by that certain First Amendment to Lease dated as of November, 2011 and as further amended by that certain Second Amendment to Lease dated as of July 11, 2014 (collectively, the "**Lease**"), pursuant to which Landlord is leasing to Tenant approximately 33,635 rentable square feet (as more particularly described in the Lease, the "**Premises**") of the building located at 101 Hartwell Avenue, Lexington, MA (the "**Building**");

WHEREAS, Tenant has timely exercised its right to extend the Term for the Extension Term (i.e., the two year period commencing on January 1, 2016) in accordance with Section 1.2 of the Lease; and

WHEREAS, Landlord and Tenant wish to memorialize the terms applicable to the Extension Term.

NOW, THEREFORE, in consideration of the covenants herein reserved and contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Recitals; Capitalized Terms.** The foregoing recitals are hereby incorporated by reference. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them as set forth in the Lease.

2. **Extension of Term.** Notwithstanding anything to the contrary contained in the Lease, the Term of the Lease is hereby extended for the Extension Term on all of the terms and conditions of the Lease except as expressly set forth in this Third Amendment. Tenant hereby accepts the Premises in their "as is" "where is" condition on the date hereof, with all faults, and without representations or warranties from Landlord of any kind whatsoever. Tenant acknowledges and agrees that (a) Landlord has no obligation to perform any work or to provide any improvement allowance or other concession with respect to the Premises in connection with the extension of the Term for the Extension Term, and (b) Tenant has no right to extend the Term of the Lease beyond December 31, 2017.

3. **Extension Term Base Rent.** Base Rent for the Extension Term shall be paid in equal monthly installments in accordance with the following schedule in advance and otherwise in accordance with the terms of the Lease:

<u>Period of Time</u>	<u>Annual Base Rent</u>	<u>Monthly Installment</u>
1/1/16 – 12/31/16	\$ 1,177,225.00	\$ 98,102.08
1/1/17 – 12/31/17	\$ 1,210,860.00	\$ 100,905.00

4. **Ratification.** Except as amended hereby, the terms and conditions of the Lease shall remain unaffected. From and after the date hereof, all references to the "Lease" shall mean the Lease as amended hereby. Additionally, Landlord and Tenant each confirms and ratifies that, as of the date hereof and to its actual knowledge, (a) the Lease is and remains in good standing and in full force and effect, and (b) neither party has any claims, counterclaims, set-offs or defenses against the other party arising out of the Lease or the Premises or in any way relating thereto or arising out of any other transaction between Landlord and Tenant.

5. **Miscellaneous.** Tenant and Landlord each warrants and represents that it has dealt with no broker in connection with the consummation of this Third Amendment other than DTZ. Tenant and Landlord each agrees to defend, indemnify and save the other harmless from and against any Claims arising in breach of its representation and warranty set forth in the immediately preceding sentence. Landlord shall be solely responsible for the payment of any brokerage commissions to Broker. This Third Amendment is binding upon and shall inure to the benefit of Landlord and Tenant and their respective successors and assigns. This Third Amendment constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions, and may not be amended, waived, discharged or terminated except by a written instrument signed by all the parties hereto.

[signatures on following page]

[SIGNATURE PAGE TO THIRD AMENDMENT TO LEASE BY AND BETWEEN
KING 101 HARTWELL LLC AND T2 BIOSYSTEMS, INC.]

EXECUTED under seal as of the date first set forth above.

LANDLORD: KING 101 HARTWELL LLC
By: King Berra LLC, its manager
By: King Street Properties Investments LLC, its manager

By: /s/ Stephen D. Lynch
Name: Stephen D. Lynch
Title: Manager

TENANT: T2 BIOSYSTEMS, INC.

By: /s/ John McDonough
Name: John McDonough
Title: President and CEO