
**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): December 6, 2018

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))

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 December 6, 2018, the registrant and King 101 Hartwell LLC (the “Landlord”) entered into the Fifth Amendment to Lease (the “Lease Amendment”), amending that certain Lease, dated as of August 6, 2010 (as subsequently amended, the “Lease”) relating to the registrant’s corporate headquarters and research space located at 101 Hartwell Ave., Lexington, Massachusetts (the “Premises”).

The Lease Amendment extends the deadline for registrant to submit a requisition to Landlord for the reimbursement of certain of registrant’s costs relating to base building work and improvements made by registrant to the Premises.

The foregoing description of the Lease Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Lease Amendment, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Fifth Amendment to Lease, dated December 6, 2018

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: December 12, 2018

T2 BIOSYSTEMS, INC.

By: /s/ John McDonough

John McDonough
President and Chief Executive Officer

FIFTH AMENDMENT TO LEASE

This Fifth Amendment to Lease (the "**Fifth Amendment**") is made as of December 6, 2018 ("**Execution Date**"), by and between KING 101 HARTWELL LLC, a Massachusetts limited liability company, with an address c/o King Street Properties, 800 Boylston Street, Boston, MA 02199 ("**Landlord**"), and T2 BIOSYSTEMS, INC., a Delaware corporation, with an address of 101 Hartwell Avenue, Lexington, MA 02421 ("**Tenant**").

WITNESSETH

WHEREAS, Landlord and Tenant entered into that certain Lease dated August 6, 2010, as amended by a First Amendment to Lease dated as of November, 2011, a Second Amendment to Lease dated as of July 11, 2014, a Letter Agreement dated March 30, 2015, a Third Amendment to Lease dated May 11, 2015 and a Fourth Amendment to Lease dated as of March 2, 2017 ("**Fourth Amendment**") (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, the parties desire to revise certain terms of the Fourth Amendment in the manner as hereinafter set forth; and

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. **Landlord's Contribution.** Section 4(c)(ii) of the Fourth Amendment is hereby deleted and the following is substituted in its place:
“(ii) Notwithstanding anything to the contrary herein contained, Landlord shall have no obligation to pay Landlord's Contribution in respect of any Requisition submitted prior to January 1, 2018 or after March 31, 2019 ("**Outside Draw Date**"); provided, however, that the Outside Draw Date may be extended upon mutual agreement of both Landlord and Tenant.”
3. **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.
4. **Miscellaneous.** Tenant and Landlord each warrants and represents that it has dealt with no broker in connection with the consummation of this Fifth Amendment. 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. This Fifth Amendment is binding upon and shall inure to the benefit of Landlord and Tenant and their respective successors and assigns. This Fifth 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 FIFTH 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,
a Massachusetts limited liability company

By: King Berra LLC, its manager

By: King Street Properties Investments LLC,
its manager

By: /s/ Stephan D. Lynch

Name: Stephan D. Lynch

Title: Manager

TENANT:

T2 BIOSYSTEMS, INC.,
a Delaware corporation

By: /s/ John McDonough

Name: John McDonough

Title: CEO