

**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): **April 15, 2019**

QUANTERIX CORPORATION

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

001-38319

(Commission File Number)

20-8957988

(IRS Employer
Identification No.)

**113 Hartwell Avenue
Lexington, MA**

(Address of principal executive offices)

02421

(zip code)

Registrant's telephone number, including area code: **(617) 301-9400**

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.

Item 1.01 Entry into a Material Definitive Agreement

On April 15, 2019, Quanterix Corporation (the “Company”) entered into Amendment No. 7 (the “Amendment”) to the Loan and Security Agreement, dated April 14, 2014, as amended, with Hercules Capital, Inc. (the “Loan Agreement”). The amendment extends the interest only payment period through July 1, 2021 and also extends the loan maturity date to October 1, 2021. A copy of the Amendment is filed as Exhibit 99.1 and incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
99.1	<u>Amendment No. 7 to Loan and Security Agreement, dated April 15, 2019, by and between the Company and Hercules Capital, Inc. (formerly known as Hercules Technology Growth Capital, Inc.).</u>

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 thereunto duly authorized.

QUANTERIX CORPORATION

By: /s/ Amol Chaubal
Amol Chaubal
Chief Financial Officer

Date: April 15, 2019

AMENDMENT NO. 7 TO LOAN AND SECURITY AGREEMENT

This **AMENDMENT NO. 7 TO LOAN AND SECURITY AGREEMENT** (this “**Amendment**”), is entered into as of April 15, 2019, by and among (a) **QUANTERIX CORPORATION**, a Delaware corporation (“**Borrower**”), (b) the several banks and other financial institutions or entities from time to time parties to the Loan Agreement (as defined below) (collectively referred to as “**Lender**”), and (c) **HERCULES CAPITAL, INC.** (formerly known as Hercules Technology Growth Capital, Inc.), a Maryland corporation, in its capacity as administrative agent for itself and the Lender (in such capacity, “**Agent**”).

WHEREAS, Borrower, Lender and Agent are parties to a certain Loan and Security Agreement dated as of April 14, 2014, as amended by a certain Amendment No. 1 to Loan and Security Agreement dated as of March 4, 2015, among Borrower, Lender and Agent, as amended by a certain Amendment No. 2 to Loan and Security Agreement dated as of January 29, 2016, among Borrower, Lender and Agent, as amended by a certain Amendment No. 3 to the Loan and Security Agreement dated as of March 31, 2017, among Borrower, Lender and Agent, as amended by a certain Amendment No. 4 to Loan and Security Agreement dated as of July 24, 2017, among Borrower, Lender and Agent, as amended by a certain Amendment No. 5 to Loan and Security Agreement dated August 29, 2018, among Borrower, Lender and Agent, and as further amended by a certain Amendment No. 6 to Loan and Security Agreement dated as of October 1, 2018, among Borrower, Lender and Agent (as amended, and as the same may from time to time be further amended, supplemented, restated, amended and restated or otherwise modified from time to time in accordance with its terms, the “**Loan Agreement**”); and

WHEREAS, in accordance with Section 11.3 of the Loan Agreement, Borrower, Lender and Agent desire to amend the Loan Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual agreements contained in the Loan Agreement and herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Defined Terms.** Terms not otherwise defined herein which are defined in the Loan Agreement shall have the same respective meanings herein as therein.

2. **Amendments to Loan Agreement.** Subject to the satisfaction of the conditions set forth in Section 3 of this Amendment, the Loan Agreement is hereby amended as follows:

(a) The Loan Agreement shall be amended by inserting the following new definitions to appear alphabetically in Section 1.1 (Definitions and Rules of Construction) thereof:

“ “2019 End of Term Charge” means a charge equal to Fifty Thousand Dollars (\$50,000.00).”

“ “Seventh Amendment Amortization Date” means July 1, 2021.”

“ “Seventh Amendment Closing Date” means April 15, 2019.”

(b) The following definition appearing in Section 1.1 of (Definitions and Rules of Construction) is amended in its entirety and replaced with the following:

“ “Term Loan Maturity Date” means October 1, 2021.”

(c) The following sentences are hereby added immediately after the first sentence in Section 2.1(d) (Payment) of the Loan Agreement:

“Commencing on the Seventh Amendment Amortization Date and continuing on the first (1st) Business Day of each month thereafter, Borrower shall repay the aggregate principal balance of Term Loan Advances that are outstanding on the day immediately preceding the Seventh Amendment Amortization Date in equal monthly installments of principal and

interest (mortgage style) beginning on the Seventh Amendment Amortization Date and continuing on the first (1st) Business Day of each month thereafter until the Secured Obligations are repaid. After any change in the effective rate hereunder, Agent shall recalculate future payments of principal and interest to fully amortize the outstanding principal amount over the remaining scheduled monthly payments hereunder prior to the Term Loan Maturity Date.”

(d) Section 2.1.1(d) (Payment) of the Loan Agreement is hereby amended and restated in its entirety as follows:

“(d) Payment. Borrower will pay interest on each 2016 Term Loan Advance on the first (1st) Business Day of each month, beginning the month after the Advance Date. Commencing on the Seventh Amendment Amortization Date, and continuing on the first (1st) Business Day of each month thereafter, Borrower shall repay the aggregate principal balance of 2016 Term Loan Advances that are outstanding on the day immediately preceding the Seventh Amendment Amortization Date in equal monthly installments of principal and interest (mortgage style) beginning on the Seventh Amendment Amortization Date and continuing on the first (1st) Business Day of each month thereafter until the Secured Obligations with respect to the 2016 Term Loan Advances are repaid. After any change in the effective rate hereunder, Agent shall recalculate future payments of principal and interest to fully amortize the outstanding principal amount over the remaining scheduled monthly payments hereunder prior to the Term Loan Maturity Date. The entire principal balance of the 2016 Term Loan Advances and all accrued but unpaid interest hereunder, and all other Secured Obligations with respect to the 2016 Term Loan Advances, shall be due and payable on the Term Loan Maturity Date. Borrower shall make all payments under this Agreement without setoff, recoupment or deduction and regardless of any counterclaim or defense. Lender will initiate debit entries to the Borrower’s account as authorized on the ACH Authorization on each payment date of all periodic obligations payable to Lender under each 2016 Term Loan Advance. Once repaid, a 2016 Term Loan Advance or any portion thereof may not be reborrowed.”

(e) Section 2.5 (End of Term Charge) of the Loan Agreement is hereby amended and restated in its entirety as follows:

“ 2.5 End of Term Charge.

(a) On the earliest to occur of (i) March 1, 2020, (ii) the date that Borrower prepays the outstanding Secured Obligations and (iii) the date that the Secured Obligations become due and payable, Borrower shall pay Lender the 2018 End of Term Charge (provided that notwithstanding the required payment date of the 2018 End of Term Charge, it shall be deemed earned by Lender as of the Fifth Amendment Closing Date).

(b) On the earliest to occur of (i) the Term Loan Maturity Date, (ii) the date that Borrower prepays the outstanding Secured Obligations and (iii) the date that the Secured Obligations become due and payable, Borrower shall pay Lender the 2019 End of Term Charge (provided that notwithstanding the required payment date of the 2019 End of Term Charge, it shall be deemed earned by Lender as of the Seventh Amendment Closing Date).

3. Conditions to Effectiveness. Agent, Lender and Borrower agree that this Amendment shall become effective upon satisfaction of the following conditions precedent, each in form and substance satisfactory to Agent:

(a) Agent shall have received a fully-executed counterpart of this Amendment signed by Borrower, and such other documents, agreements and certificates required by agent in connection with this Amendment, each in form and substance satisfactory to Agent; and

(b) Borrower shall have paid to Agent, for the account of Lender, a non-refundable facility fee in the amount of Fifty Thousand Dollars (\$50,000.00), which fee shall be fully earned as of the date hereof.

4. **Representations and Warranties.** The Borrower hereby represents and warrants to Agent and Lender as follows:

(a) **Representations and Warranties in the Agreement.** The representations and warranties of Borrower set forth in Section 5 of the Loan Agreement are true and correct in all material respects on and as of the date hereof with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date.

(b) **Authority, Etc.** The execution and delivery by Borrower of this Amendment and the performance by Borrower of all of its agreements and obligations under the Loan Agreement and the other Loan Documents, as amended hereby, are within the corporate authority of Borrower and have been duly authorized by all necessary corporate action on the part of Borrower. With respect to Borrower, the execution and delivery by Borrower of this Amendment does not and will not require any registration with, consent or approval of, or notice to any Person (including any governmental authority).

(c) **Enforceability of Obligations.** This Amendment, the Loan Agreement and the other Loan Documents, as amended hereby, constitute the legal, valid and binding obligations of Borrower enforceable against Borrower in accordance with their terms, except as enforceability is limited by bankruptcy, insolvency, reorganization, moratorium, general equitable principles or other laws relating to or affecting generally the enforcement of, creditors' rights and except to the extent that availability of the remedy of specific performance or injunctive relief is subject to the discretion of the court before which any proceeding therefor may be brought.

(d) **No Default.** Before and after giving effect to this Amendment (i) no fact or condition exists that would (or would, with the passage of time, the giving of notice, or both) constitute an Event of Default, and (ii) no event that has had or could reasonably be expected to have a Material Adverse Effect has occurred and is continuing.

(e) **Event of Default.** By its signature below, Borrower hereby agrees that it shall constitute an Event of Default if any representation or warranty made herein should be false or misleading in any material respect when made.

5. **Reaffirmations.** Except as expressly provided in this Amendment, all of the terms and conditions of the Loan Agreement and the other Loan Documents remain in full force and effect. Nothing contained in this Amendment shall in any way prejudice, impair or affect any rights or remedies of Agent or Lender under the Loan Agreement and the other Loan Documents. Except as specifically amended hereby, Borrower hereby ratifies, confirms, and reaffirms all covenants contained in the Loan Agreement and the other Loan Documents. The Loan Agreement, together with this Amendment, shall be read and construed as a single agreement. All references in the Loan Documents to the Loan Agreement or any other Loan Document shall hereafter refer to the Loan Agreement or any other Loan Document as amended hereby.

6. **Execution in Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute one instrument

7. **Miscellaneous.**

(a) THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, EXCLUDING CONFLICT OF LAWS PRINCIPLES THAT WOULD CAUSE THE APPLICATION OF LAWS OF ANY OTHER JURISDICTION.

(b) The captions in this Amendment are for convenience of reference only and shall not define or limit the provisions hereof.

(c) This Amendment expresses the entire understanding of the parties with respect to the transactions contemplated hereby. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof.

(d) Any determination that any provision of this Amendment or any application hereof is invalid, illegal or unenforceable in any respect and in any instance shall not affect the validity, legality, or enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provisions of this Amendment.

(e) The provisions of Section 11 of the Loan Agreement, not otherwise addressed in this Amendment, shall be deemed incorporated by reference, *mutatis mutandis*.

IN WITNESS WHEREOF, Borrower, Agent and Lender have duly executed and delivered this Amendment as of the day and year first above written.

BORROWER:

QUANTERIX CORPORATION

Signature: /s/ Brian Keane
Print Name: Brian Keane
Title: General Counsel

Accepted in Palo Alto, California:

AGENT:

HERCULES CAPITAL, INC.

Signature: /s/ Jennifer Choe
Print Name: Jennifer Choe
Title: Assistant General Counsel

LENDER:

HERCULES CAPITAL, INC.

Signature: /s/ Jennifer Choe
Print Name: Jennifer Choe
Title: Assistant General Counsel

HERCULES CAPITAL FUNDING TRUST 2019-1

Signature: /s/ Jennifer Choe
Print Name: Jennifer Choe
Title: Assistant General Counsel
