

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: September 20, 2007
(Date of earliest event reported)

LECTEC CORPORATION

(Exact name of registrant as specified in its charter)

Commission File Number: 0-16159

Minnesota
(State or other jurisdiction of incorporation)

41-1301878
(IRS Employer Identification No.)

5610 Lincoln Drive, Edina, Minnesota 55436
(Address of principal executive offices, including zip code)

(952) 933-2291
(Registrant's telephone number, including area code)

Not Applicable
(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))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

The information under item 8.01 regarding the grant of a stock option to Mr. Judd Berlin, the Chief Executive Officer and Chief Financial Officer of LecTec Corporation ("LecTec"), is incorporated herein by reference.

Item 8.01 Other Events.

(a) On September 20, 2007, the Compensation Committee of the Board of Directors of LecTec granted stock options to each of the three members of the Board of Directors of LecTec, as well as to its sole employee. The terms of the options granted to the four optionees were identical except that the options granted to Mr. William Johnson, LecTec's only employee, qualified as incentive stock options under the Internal Revenue Code of 1986, as amended, while each of the Directors was granted non-qualified stock options.

Each of the four optionees was granted two options. Each optionee received an option to purchase 25,000 shares of LecTec common stock at the closing price for the stock on September 20, 2007 as reported on the OTC Bulletin Board (i.e., \$2.60 per share). In addition, each optionee received a second option to purchase 25,000 shares of LecTec common stock at \$5.20 per share. All of the options are fully vested and exercisable as of the date of grant and will expire on September 20, 2017. All of the options provide that termination of service as a Director or employee of LecTec for any reason other than for cause will not affect the terms of the option or cause the option to terminate.

Subsequent to the grant of these options, Mr. Berlin informed the other members of the Board that, given his existing significant equity holdings in the company, he would surrender to the company for cancellation the two options granted to him on September 20, 2007 by the Compensation Committee.

(b) At a meeting held on September 20, 2007, the Board of Directors of LecTec determined that the company will hold a regular meeting of its shareholders in April 2008. The Board believes that scheduling the meeting for this time will give the company time to prepare and file its Annual Report on Form 10-KSB so that it can be mailed to the shareholders of the company along with the proxy statement for the shareholder meeting.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

99.1 Form of Director Non-Qualified Stock Option Agreement under the 1998 Directors' Stock Option Plan.

99.2 Form of Employee Incentive Stock Option Agreement under the 1998 Stock Option Plan.

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.

LECTEC CORPORATION

By: /s/ Judd A. Berlin

Judd A. Berlin

Chief Executive Officer and Chief Financial Officer

Date: September 26, 2007

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EXHIBIT INDEX

Exhibit Number	Description
99.1	Form of Director Non-Qualified Stock Option Agreement under the 1998 Directors' Stock Option Plan.
99.2	Form of Employee Incentive Stock Option Agreement under the 1998 Stock Option Plan.

_____, 20__

[Name of Participant]

[Address of Participant]

RE: Director Nonqualified Stock Option

Dear _____:

You (hereinafter the "Participant") were granted an nonqualified stock option (hereinafter the "Option") on _____, 20__ to purchase _____ shares of the common stock of LecTec Corporation (hereinafter the "Company"), par value \$.01 per share, at a price of \$ _____ per share, subject to the provisions of the LecTec Corporation 1998 Directors' Stock Option Plan (hereinafter the "Plan") and the provisions set forth in this letter.

The grant of this Option incorporates by reference all of the provisions set forth in the Plan adopted by the shareholders effective November 19, 1998, which are controlling in all respects, except where expressly qualified or supplemented in this letter. A copy of the Plan is provided to you with this letter.

You may exercise this Option all at once or in installments from time to time, but only to the extent, and within the time periods, described below:

[Insert vesting timetable or statement that option is fully exercisable upon grant]

This option will expire at the close of business on _____, 20__.

Termination of your service as a member of the Board of Directors of the Company shall not affect the terms of this Option or cause this Option to terminate.

Any notice relating to this Option shall be in writing and delivered in person or by certified mail-return receipt requested, to the proper address of the party to whom such notice is given. Each notice shall be deemed to have been given on the date it is received. Each notice to the Company shall be addressed to it at its principal office, now at 5610 Lincoln Drive, Edina, Minnesota 55436, attention of the Corporate Secretary. Each notice to the Participant, or other person or persons entitled to the exercise of the Option, shall be addressed to the Participant, or such other person or persons entitled to the exercise of the Option, at the Participant's address set forth in the heading of this letter. Anyone to whom a notice may be given under this Option may designate a new address by written notice to that effect.

If you accept this Option, and agree to be bound by the terms and conditions hereof, please sign the enclosed copy of this letter and return it to the Corporate Secretary. Your signature also acknowledges receipt of the Plan document. At the time when you exercise this Option, please contact the Corporate Secretary for the appropriate form of notice of exercise of Option.

Accepted this _____ day of _____, 20__

LecTec Corporation
By _____
_____, Chief Executive Officer

_____, 20__

[Name of Participant]
[Address of Participant]

RE: Employee Incentive Stock Option

Dear _____:

You (hereinafter the "Participant") were granted an incentive stock option (hereinafter the "Option") on _____, 20__ to purchase _____ shares of the common stock of LecTec Corporation (hereinafter the "Company"), par value \$.01 per share, at a price of \$ _____ per share, subject to the provisions of the LecTec Corporation 1998 Stock Option Plan (hereinafter the "Plan") and the provisions set forth in this letter.

The grant of this Option incorporates by reference all of the provisions set forth in the Plan adopted by the shareholders effective November 19, 1998, which are controlling in all respects, except where expressly qualified or supplemented in this letter. A copy of the Plan is provided to you with this letter.

You may exercise this Option all at once or in installments from time to time, but only to the extent, and within the time periods, described below:

[Insert vesting timetable or statement that option is fully exercisable upon grant]

This option will expire at the close of business on _____, 20__.

ALTERNATIVE 1: [If your employment by the Company is terminated for any reason other than for cause or by reason of death, or permanent and total disability (within the meaning of Section 22(e)(3) of the Internal Revenue Code of 1986, as amended) (hereinafter "disability"), only that portion of the Option exercisable at the time of such termination of employment may thereafter be exercised, and it may not be exercised after the expiration date of this Option or more than three months after such termination, whichever date is earlier. If such termination is due to death or disability, all Options shall become immediately exercisable, but may not be exercised after the expiration date of this Option or more than 12 months after such termination, whichever date is earlier. If such termination is for cause, the Option shall terminate upon such termination of employment.]

OR

ALTERNATIVE 2: [Termination of your employment with the Company for any reason other than for cause shall not affect the terms of this Option or cause this Option to terminate. You understand that if the Option or any portion of the Option is exercised later than three months from the date of termination of employment, the Option or such portion of the Option may not qualify for treatment as an incentive stock option within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended. If such termination is for cause, the Option shall terminate upon such termination of employment.]

Any notice relating to this Option shall be in writing and delivered in person or by certified mail-return receipt requested, to the proper address of the party to whom such notice is given. Each notice shall be deemed to have been given on the date it is received. Each notice to the Company shall be addressed to it at its principal office, now at 5610 Lincoln Drive, Edina, Minnesota 55436, attention of the Corporate Secretary. Each notice to the Participant, or other person or persons entitled to the exercise of the Option, shall be addressed to the Participant, or such other person or persons entitled to the exercise of the Option, at the Participant's address set forth in the heading of this letter. Anyone to whom a notice may be given under this Option may designate a new address by written notice to that effect.

If you accept this Option, and agree to be bound by the terms and conditions hereof, please sign the enclosed copy of this letter and return it to the Corporate Secretary. Your signature also acknowledges receipt of the Plan



document. At the time when you exercise this Option, please contact the Corporate Secretary for the appropriate form of notice of exercise of Option.

Accepted this _____ day of
_____, 20____

LecTec Corporation
By _____
_____, Chief Executive Officer