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**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): January 20, 2009**

**LECTEC CORPORATION**

(Exact name of registrant as specified in its charter)

|   |  |  |
|---|--|--|
| <b>Minnesota</b><br>(State or other Jurisdiction of<br>Incorporation)                         | <b>0-16159</b><br>(Commission File Number) | <b>41-1301878</b><br>(IRS Employer Identification No.) |
| <b>1407 South Kings Highway, Texarkana, Texas</b><br>(Address of Principal Executive Offices) |  | <b>75501</b><br>(Zip Code)                             |

Registrant's telephone number, including area code: **(903) 832-0993**

**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 1.01. Entry into a Material Definitive Agreement.**

On January 20, 2009, LecTec Corporation (the “*Company*”) entered into the Second Amendment to Office/Warehouse Lease (the “*Second Lease Amendment*”), effective as of January 14, 2009, amending its Lease (the “*Lease*”), dated May 23, 2003, between the Company and SMD Lincoln Investments, a Minnesota limited liability company (the “*Landlord*”), as amended by the First Amendment to the Lease (the “*First Lease Amendment*”), effective as of May 30, 2008, regarding the Company’s rented warehouse space located at 5610 Lincoln Drive, Edina, Minnesota (the “*Leased Premises*”).

The Second Lease Amendment provides for an extension of the term of the Lease, which was scheduled to expire on August 31, 2008, to December 31, 2008. In addition, pursuant to the Second Lease Amendment, the Company will pay base monthly rent of \$1,476.28 plus a proportionate share of real estate taxes, common area charges and utility expenses.

On January 20, 2009, the Company also entered into the Third Amendment to Office/Warehouse Lease, effective as of January 14, 2009 (the “*Third Lease Amendment*”), amending the Lease, as amended by the First Lease Amendment and the Second Lease Amendment. The Third Lease Amendment provides that after the term of the Lease expires on December 31, 2008, the term of the Lease will continue to renew for successive one-month periods until the Lease is terminated by Landlord upon 30 days written notice to the Company or by the Company upon 90 days written notice to Landlord. Pursuant to the Third Lease Amendment, the Company will continue to pay base monthly rent of \$1,476.28 plus a proportionate share of real estate taxes, common area charges and utility expenses.

The foregoing description of the Second Lease Amendment and Third Lease Amendment does not purport to be complete and is qualified in its entirety by reference to the Second Lease Amendment, which is attached as Exhibit 10.01 to this Current Report on Form 8-K and is incorporated herein by reference, and the Third Lease Amendment, which is attached as Exhibit 10.02 to this Current Report on Form 8-K and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

10.01 Second Amendment to Office/Warehouse Lease, effective as of January 14, 2009, between LecTec Corporation and SMD Lincoln Investments.

10.02 Third Amendment to Office/Warehouse Lease, effective as of January 14, 2009, between LecTec Corporation and SMD Lincoln Investments.

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**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: January 23, 2009

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## EXHIBIT INDEX

| <u>Exhibit<br/>Number</u> | <u>Description</u>  |
|---------------------------|---|
| 10.01                     | Second Amendment to Office/Warehouse Lease, effective as of January 14, 2009, between LecTec Corporation and SMD Lincoln Investments. |
| 10.02                     | Third Amendment to Office/Warehouse Lease, effective as of January 14, 2009, between LecTec Corporation and SMD Lincoln Investments.  |

**SECOND AMENDMENT TO OFFICE/WAREHOUSE LEASE**

THIS SECOND AMENDMENT TO OFFICE/WAREHOUSE LEASE (the "Amendment") is made effective January 14, 2009, between **SMD LINCOLN INVESTMENTS**, a Minnesota limited liability company ("Landlord") and **LECTEC CORPORATION**, a Minnesota corporation ("Tenant").

- A. Pursuant to the Office/Warehouse Lease dated as of May 23, 2003 between Landlord and Tenant and as amended by that certain First Amendment to Office/Warehouse Lease dated May 30, 2008 (collectively the "Lease"), Landlord leased to Landlord leased to Tenant approximately 3,299 square feet of space in a building located at 5610 Lincoln Drive, Edina, Minnesota, as more particularly described in the Lease.
- B. Except as hereinafter specifically provided, all words in this Amendment beginning with capital letters which are not normally capitalized shall have the meaning ascribed to such words in the Lease.
- C. Landlord and Tenant desire to amend the Lease to alter certain provisions thereof on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

- 1. Section 1 of the Lease is hereby amended to allow Tenant to occupy the Demised Premises for an additional period of four (4) months commencing on September 1, 2008 and expiring on December 31, 2008 (the "Extension Period"). The Lease may be terminated by either Landlord or Tenant during the Extension Period upon fifteen (15) days prior written notice to the other party.
  - 2. The monthly Net Rent for the Extension Period shall be \$1,476.28.
  - 3. During the Extension Period, Landlord and Tenant shall remain responsible for the performance of their respective covenants and obligations under the Lease and the Lease shall remain in full force and effect. Tenant shall continue to make all payments of Net Rent and Additional Rent (as those terms are defined in the Lease) and any other payments as set forth in the Lease.
  - 4. Landlord and Tenant represent and warrant that each has all the necessary approvals and authority to enter into this Amendment, and shall indemnify and hold each other harmless for any breach of this representation and warranty.
  - 5. Landlord and Tenant represent and warrant that there are currently no defaults by either party under the Lease.
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6. This Amendment may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument. Faxed signatures shall be considered originals.
7. All of the terms of the Lease, as amended hereby, are hereby ratified and confirmed.

**[SIGNATURE PAGES TO FOLLOW]**

WHEREFORE, Landlord and Tenant have executed this Amendment as of the date first above written.

**LANDLORD:**

**SMD LINCOLN INVESTMENTS, LLC,**  
a Minnesota limited liability company

By: /s/ Scott Frederiksen  
Scott Frederiksen  
Its: Chief Manager

**TENANT:**

**LECTEC CORPORATION.,** a Minnesota corporation

By: /s/ Bill Johnson  
Print Name: Bill Johnson  
Title: Controller

**THIRD AMENDMENT TO OFFICE/WAREHOUSE LEASE**

THIS THIRD AMENDMENT TO OFFICE/WAREHOUSE LEASE (the "Amendment") is made effective January 14, 2009, between **SMD LINCOLN INVESTMENTS**, a Minnesota limited liability company ("Landlord") and **LECTEC CORPORATION**, a Minnesota corporation ("Tenant").

- A. Pursuant to the Office/Warehouse Lease dated as of May 23, 2003 between Landlord and Tenant and as amended by that certain First Amendment to Office/Warehouse Lease dated May 30, 2008 and Second Amendment to Office/Warehouse Lease dated January 5, 2009 (collectively the "Lease"), Landlord leased to Tenant approximately 3,299 square feet of space in a building located at 5610 Lincoln Drive, Edina, Minnesota, as more particularly described in the Lease (the "Demised Premises").
- B. Except as hereinafter specifically provided, all words in this Amendment beginning with capital letters which are not normally capitalized shall have the meaning ascribed to such words in the Lease.
- C. Landlord and Tenant desire to amend the Lease to alter certain provisions thereof on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

- 1. Section 1 of the Lease is hereby amended to allow Tenant to occupy the Demised Premises on a month to month basis beginning on January 1, 2009. The Lease may be terminated by Landlord upon thirty (30) days prior written notice to Tenant or by Tenant upon ninety (90) days prior written notice to Landlord.
  - 2. The Net Rent for the period Tenant occupies the Demised Premises shall be \$1,476.28 per month.
  - 3. During the period Tenant occupies the Demised Premises, Landlord and Tenant shall remain responsible for the performance of their respective covenants and obligations under the Lease and the Lease shall remain in full force and effect. Tenant shall continue to make all payments of Net Rent and Additional Rent (as those terms are defined in the Lease) and any other payments as set forth in the Lease.
  - 4. Landlord and Tenant represent and warrant that each has all the necessary approvals and authority to enter into this Amendment, and shall indemnify and hold each other harmless for any breach of this representation and warranty.
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5. Landlord and Tenant represent and warrant that there are currently no defaults by either party under the Lease.
6. This Amendment may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument. Faxed signatures shall be considered originals.
7. All of the terms of the Lease, as amended hereby, are hereby ratified and confirmed.

**[SIGNATURE PAGES TO FOLLOW]**

WHEREFORE, Landlord and Tenant have executed this Amendment as of the date first above written.

**LANDLORD:**

**SMD LINCOLN INVESTMENTS, LLC,**  
a Minnesota limited liability company

By: /s/ Scott Frederiksen  
Scott Frederiksen  
Its: Chief Manager

**TENANT:**

**LECTEC CORPORATION.,** a Minnesota corporation

By: /s/ Bill Johnson  
Print Name: Bill Johnson  
Title: Controller