

**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): **June 1, 2018**

**Voyager Therapeutics, Inc.**

(Exact name of registrant as specified in its charter)

**DELAWARE**

(State or other jurisdiction  
of incorporation)

**001-37625**

(Commission  
File Number)

**46-3003182**

(I.R.S. Employer  
Identification No.)

**75 Sidney Street**

**Cambridge, Massachusetts**

(Address of principal executive offices)

**02139**

(Zip Code)

Registrant's telephone number, including area code **(857) 259-5340**

**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))

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 June 1, 2018 (the "Amendment Date"), Voyager Therapeutics, Inc. (the "Company") and UP 45/75 Sidney Street, LLC (the "75 Landlord") entered into a third amendment (the "75 Third Amendment") to the lease agreement by and between the Company and the 75 Landlord, dated as of April 1, 2014 (as amended to date, the "75 Lease"), for the Company's office and laboratory space located at 75 Sidney Street (the "75 Premises") in Cambridge, Massachusetts. Additionally, on the Amendment Date, the Company and UP 64 Sidney Street, LLC (the "64 Landlord") entered into a first amendment (the "64 First Amendment") to the lease agreement by and between the Company and the 64 Landlord, dated as of December 23, 2015 (as amended to date, the "64 Lease"), for the Company's office and laboratory space located at 64 Sidney Street (the "64 Premises") in Cambridge, Massachusetts.

## 75 Lease Amendment

The 75 Third Amendment expands the 75 Premises to include an additional 17,931 rentable square feet (the “75 Expansion Area”) for a total of 47,493 rentable square feet at the 75 Premises. The 75 Third Amendment also extends the term of the 75 Lease for the period from January 1, 2025 through November 30, 2026 (the “75 Extended Term”). The Company will pay annual fixed rent on the 75 Expansion Area commencing thirty (30) days following the date of delivery of the 75 Expansion Area (such date of delivery, the “75 Expansion Commencement Date”), which is anticipated to be November 16, 2018. Annual fixed rent for the 75 Expansion Area shall be \$83.00 per rentable square foot through the first anniversary of the 75 Expansion Commencement Date and thereafter shall increase three percent (3%) annually. During the 75 Extended Term, annual fixed rent for the remainder of the 75 Premises shall be at the same rate per square foot as the annual fixed rent for the 75 Expansion Area. Subject to customary conditions and in accordance with the 75 Lease, the 75 Third Amendment also provides a tenant improvement allowance of \$15.00 per rentable square foot for the 75 Expansion Area.

The foregoing description of the 75 Third Amendment does not purport to be complete and is qualified in its entirety by reference to the 75 Third Amendment, a copy of which is attached as Exhibit 10.1 hereto and is incorporated herein by reference.

## 64 Lease Amendment

The 64 First Amendment extends the original term of the 64 Lease from January 1, 2025 through November 30, 2026 (the “64 Extended Term”). During the 64 Extended Term, annual fixed rent for the 64 Premises from January 1, 2025 through November 15, 2025 shall be \$99.11 per rentable square foot and for the period from November 16, 2025 through November 30, 2026 shall be \$102.08 per rentable square foot.

The foregoing description of the 64 First Amendment does not purport to be complete and is qualified in its entirety by reference to the 64 First Amendment, a copy of which is attached as Exhibit 10.2 hereto and is incorporated herein by reference.

### Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#"><u>Third Amendment to Lease Agreement, by and between Voyager Therapeutics, Inc. and UP 45/75 Sidney Street, LLC, dated June 1, 2018.</u></a>
10.2	<a href="#"><u>First Amendment to Lease Agreement, by and between Voyager Therapeutics, Inc. and UP 64 Sidney Street, LLC, dated June 1, 2018.</u></a>

### 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 hereunto duly authorized.

#### VOYAGER THERAPEUTICS, INC.

Date: June 4, 2018

By: /s/ Jane Pritchett Henderson  
Jane Pritchett Henderson  
Chief Financial Officer and Senior Vice President of Corporate  
Development  
(Principal Financial and Accounting Officer)

**THIRD AMENDMENT TO LEASE AGREEMENT**

**THIS THIRD AMENDMENT TO LEASE AGREEMENT** (“**Third Amendment**”) made and entered into this 1st day of June, 2018, by and between UP 45/75 SIDNEY STREET, LLC, a Delaware limited liability company (“**Landlord**”); and VOYAGER THERAPEUTICS, INC., a Delaware corporation (“**Tenant**”).

**WITNESSETH:**

**WHEREAS**, Landlord and Tenant entered into a Lease dated April 1, 2014, as previously amended by a First Amendment to Lease Agreement dated December 23, 2015, and a Second Amendment to Lease Agreement (the “**Second Amendment**”) dated February 5, 2018 (collectively, the “**Lease**”) for space located on the fourth (4<sup>th</sup>) floor of the Building (the “**Original Premises**”) consisting of 29,562 rentable square feet of Premises (as defined in the Lease) located at 75 Sidney Street, Cambridge, Massachusetts; and

**WHEREAS**, the parties desire to expand the Premises to include 17,931 rentable square feet of additional floor area located on the fifth (5<sup>th</sup>) floor of the Building (the “**Fifth Floor Expansion Area**”) as more particularly shown on the attached Exhibit A-2, which will be incorporated into the Lease; the Original Premises and the Fifth Floor Expansion Area will be hereafter collectively referred to as the “**Premises**”, which shall contain a total area of 47,493 rentable square feet;

**WHEREAS**, the initial Term of the Lease expires by its terms on December 31, 2024, and the parties desire to extend the initial Term; and

**WHEREAS**, Landlord and Tenant desire and agree to amend and to otherwise modify the Lease as set forth below.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby mutually acknowledged, Landlord and Tenant hereby agree that the Lease shall be modified and amended as follows:

1. **Defined Terms.** Capitalized terms used in this Third Amendment which are not defined herein shall have the meanings ascribed thereto in the Lease. The meanings of capitalized terms defined herein which are also defined in the Lease shall supersede the meanings given thereto in the Lease.
2. **Expansion of the Premises.** The parties acknowledge and agree that the Premises shall be enlarged by the addition of the Fifth Floor Expansion Area upon delivery thereof by Landlord to Tenant, broom-clean with base building systems in good working order, with appropriate decommissioning thereof by the current occupant thereof, and free of claims of other occupants, but

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otherwise in its current condition, “As Is” and “Where Is,” with no representations or warranty by the Landlord as to the condition thereof or suitability thereof for Tenant’s intended use. The Fifth Floor Expansion Commencement Date shall be November 16, 2018 (the “**Target Date**”). If Landlord does not deliver the Fifth Floor Expansion Area on the Target Date in the condition required herein, then the Fifth Floor Expansion Commencement Date and the payment of Annual Fixed Rent attributed to the Fifth Floor Expansion Area shall be delayed until Landlord delivers the Fifth Floor Expansion Area in the condition required herein.

Tenant covenants that it shall perform Tenant’s Work in the Fifth Floor Expansion Area (as more fully set forth in Paragraph 4 of this Third Amendment) and shall commence payment of Annual Fixed Rent and Additional Rent thereon as provided in Paragraphs 6 and 7 of this Third Amendment. From and after the Fifth Floor Expansion Commencement Date, the Premises shall contain 47,493 rentable square feet for all purposes including the calculation of Tenant’s share of Operating Expenses and Real Estate Taxes, and any reference in the Lease to Premises shall thereupon and thereafter include and refer to the Fifth Floor Expansion Area, *PROVIDED, HOWEVER*, that Annual Fixed Rent on the Fifth Floor Expansion Area shall be as set forth in Paragraph 6 of this Third Amendment. Landlord agrees to provide an allowance to Tenant for the performance of Tenant’s Work as more fully set forth in Paragraph 5 hereof.

3. **Extended Term.** Notwithstanding anything to the contrary in the Lease, the initial Term of the Lease shall be and is hereby extended for the period from January 1, 2025 through November 30, 2026 (the “**Extended Term**”). For the avoidance of doubt, Tenant’s rights under Section 2.6 of the Lease shall remain unaffected.

4. **Tenant’s Work.** Tenant shall prepare, at its sole cost and expense, and in full compliance with the provisions of Article IV and Exhibit F of the Lease to the extent not clearly inapplicable, complete plans and specifications (“**Tenant’s Plans**”) for Tenant’s proposed improvements in the Fifth Floor Expansion Area (herein, “**Tenant’s Work**”) and shall submit Tenant’s Plans to Landlord or Landlord’s designated representative for approval promptly following the date on which this Third Amendment has been fully executed, which approval shall not be unreasonably withheld, conditioned or delayed, and shall thereupon perform the construction of Tenant’s Work in accordance with such provisions, at Tenant’s sole cost and expense (subject to Landlord’s payment of the Leasehold Improvements Allowance).

5. **Leasehold Improvements Allowance.** The Leasehold Improvements Allowance set forth in Exhibit A and Exhibit E of the Lease, and any other reference thereto in the Lease is hereby supplemented by the addition of the amount of Fifteen and 00/100 Dollars (\$15.00) per rentable square foot of the Fifth Floor Expansion Area (the “**Supplemental Leasehold Improvements Allowance**”). The Supplemental Leasehold Improvements Allowance shall be due and payable to Tenant in periodic disbursements pursuant to Tenant’s requisitions, but not more than once monthly, and upon receipt by Landlord of appropriate documentation evidencing the completion of work associated with each such requisition, and otherwise in accordance with the provisions of Exhibit E. The Supplemental Leasehold Improvements Allowance will be applied by Tenant toward costs of design, preparation, renovation and construction of Tenant’s Work within the Fifth Floor Expansion Area, and may also be applied toward non-building related costs including, but not limited to,

permitting, space plans, moving, architectural and engineering fees, project management, wiring and cabling, special electrical power distribution, telephone and security systems, and the purchase of furniture, fixtures and equipment used in connection with Tenant's occupancy.

6. Annual Fixed Rent and Additional Rent. Tenant shall pay Annual Fixed Rent and all items of Additional Rent on the Fifth Floor Expansion Area commencing on the date which is thirty (30) days following the Fifth Floor Expansion Commencement Date. Beginning on such date, and through the first anniversary of the Fifth Floor Expansion Commencement Date, Annual Fixed Rent for the Fifth Floor Expansion Area shall be \$83.00 per rentable square foot and thereafter, such rate shall be increased on each anniversary of the Fifth Floor Expansion Commencement Date by three percent (3%). Annual Fixed Rent for the balance of the Premises during the Extended Term shall be at the same rate per square foot as the Annual Fixed Rent for the Fifth Floor Expansion Area as theretofore escalated.

7. Parking Privileges. The provision of Exhibit A entitled "Parking Privileges" is hereby modified and amended to add the following sentence to the end thereof: "Following the Fifth Floor Expansion Commencement Date, Tenant shall be provided with and shall be obligated to pay for an additional twenty-seven (27) parking passes, which payment shall commence on the date which is thirty (30) days following the Fifth Floor Expansion Commencement Date and shall constitute an item of Additional Rent hereunder."

8. Counterparts. This Third Amendment may be executed in any number of multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

9. Ratification of Lease. Except as expressly supplemented, amended or modified by this Third Amendment, the Lease (including the term extension option contained in Section 2.6 thereof, which shall apply to the Premises as expanded pursuant to this Third Amendment) is hereby ratified and confirmed in all respects, and shall continue in full force and effect. In the event of any inconsistency between the terms of this Amendment and the Lease, the terms of this Third Amendment shall control.

10. Successors and Assigns. This Third Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

11. Mortgagee and Ground Lessor Consent. Landlord represents to Tenant that Landlord has obtained the consent (if required) of any current Mortgagee and/or Ground Lessor.

12. Brokers. Each of Landlord and Tenant represents to the other that it has dealt with no broker or other party that would be entitled to a commission other than Jones Lang LaSalle New England, LLC, and Cushman & Wakefield, both of which shall be paid by Landlord pursuant to a separate agreement.

[Signature page to follow]

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**IN WITNESS WHEREOF**, the parties hereto have executed this Third Amendment the day and year first written above:

**LANDLORD:**

UP 45/75 SIDNEY STREET, LLC,  
a Delaware limited liability company

By: /s/ Michael Farley  
Michael Farley, Vice President

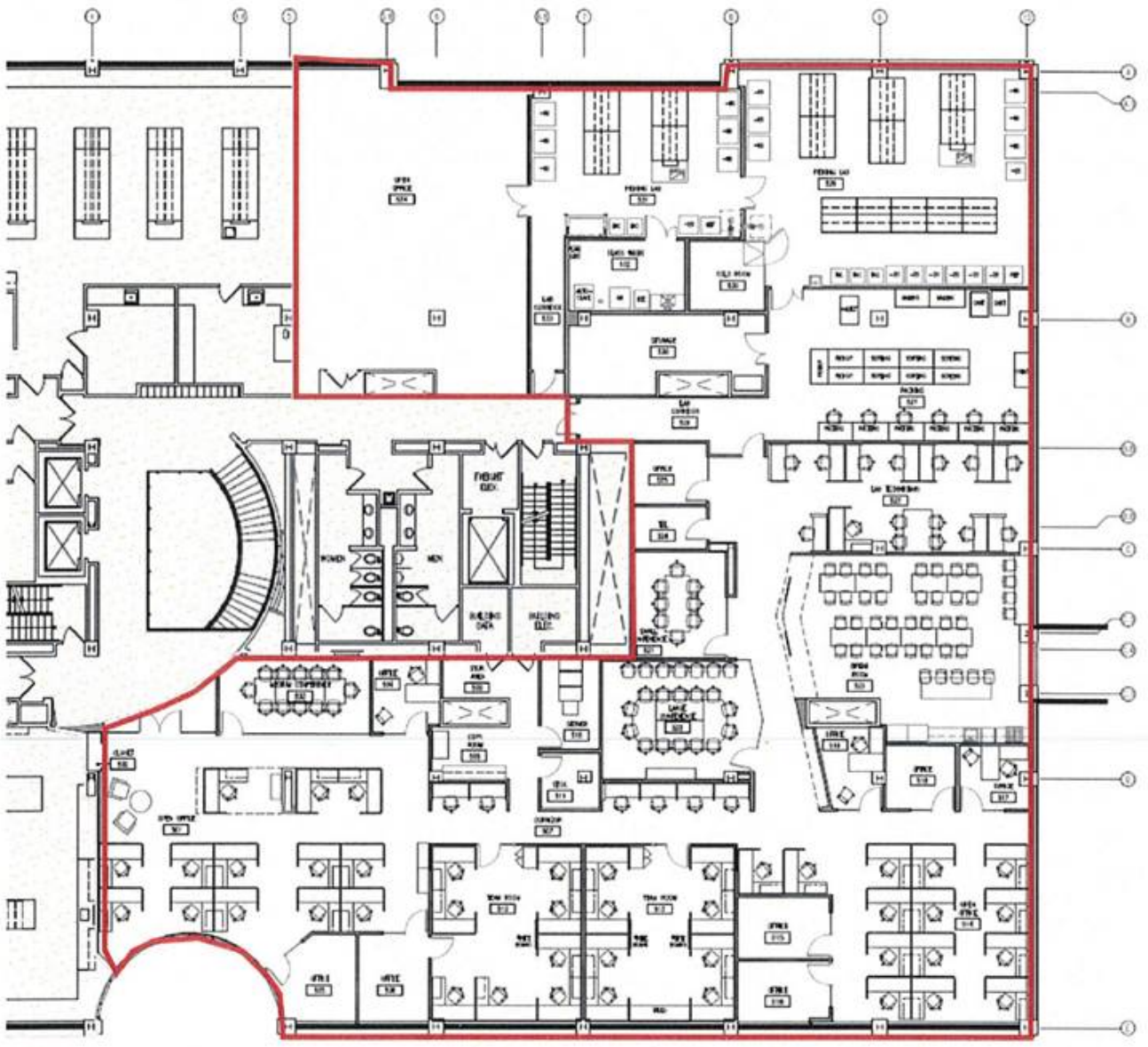
**TENANT:**

VOYAGER THERAPEUTICS, INC.,  
a Delaware corporation

By: /s/ Steven M. Paul  
Steven M. Paul, its President & CEO

And: /s/ Jane Henderson  
Jane Henderson, its CFO & SVP, Corporate Development

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**FIRST AMENDMENT TO LEASE AGREEMENT**

**THIS FIRST AMENDMENT TO LEASE AGREEMENT** (“**Agreement**”) made and entered into this 1st day of June, 2018, by and between UP 64 SIDNEY STREET, LLC, a Delaware limited liability company (“**Landlord**”); and VOYAGER THERAPEUTICS, INC., a Delaware corporation (“**Tenant**”).

**WITNESSETH:**

**WHEREAS**, Landlord and Tenant entered into a Lease dated December 23, 2015, (the “**Lease**”) for space located on the fifth (5<sup>th</sup>) floor of the Building consisting of 26,148 rentable square feet of Premises (as defined in the Lease) located at 64 Sidney Street, Cambridge, Massachusetts; and

**WHEREAS**, the initial Term of the Lease expires by its terms on December 31, 2024 and the parties desire to extend the initial Term; and;

**WHEREAS**, Landlord and Tenant desire and agree to amend and to otherwise modify the Lease as set forth below.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby mutually acknowledged, Landlord and Tenant hereby agree that the Lease shall be modified and amended as follows:

1. **Defined Terms.** Capitalized terms used in this Agreement which are not defined herein shall have the meanings ascribed thereto in the Lease.
2. **Extension of Term.** Notwithstanding anything to the contrary in the Lease, the original Term of the Lease shall be and is hereby extended from January 1, 2025 through November 30, 2026 (the “Extended Term”). For the avoidance of doubt, Tenant’s rights under Section 2.6 of the Lease shall remain unaffected.
3. **Rents Payable.** During the Extended Term, Annual Fixed Rent for the Premises from January 1, 2025 through November 15, 2025 shall be \$99.11 per rentable square foot and for the period from November 16, 2025 through November 30, 2026 shall be \$102.08 per rentable square foot.
4. **Protection of Landlord’s REIT Status.** There is hereby added to the Lease the following additional provision as new Section 11.17:  
“Section 11.17 - Protection of REIT Status. In the event that Landlord determines that any of the financial obligations of Tenant to Landlord as set forth in this Lease

might (a) fail to qualify as “rents from real property” within the meaning of Section 856(d) of the Internal Revenue Code of 1986, as amended (the “**Code**”), or (b) otherwise jeopardize the status of any of Landlord’s affiliates, including Forest City Realty Trust, Inc. as a “real estate investment trust” (“**REIT**”) within the meaning of Section 856 of the Code, then, at Landlord’s option, Landlord may, in its sole discretion, assign any of its rights and obligations under this Lease to a designee chosen by Landlord for such purpose (which, in each case, shall be an affiliate of Landlord), or cause one or more such designees (which, in each case, shall be an affiliate of Landlord) to perform such activities to the extent required to maintain such status as a REIT. No election, assignment or other action by Landlord hereunder will relieve Landlord of or from its liability for obligations to Tenant under this Lease following any such assignment.”

5. **Counterparts.** This Agreement may be executed in any number of multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
6. **Ratification of Lease.** Except as expressly supplemented, amended or modified by this Agreement, the Lease is hereby ratified and confirmed in all respects, and shall continue in full force and effect. In the event of any inconsistency between the terms of this Agreement and the Lease, the terms of this Agreement shall control.
7. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first written above:

**LANDLORD:**

UP 64 SIDNEY STREET, LLC, a Delaware limited liability company

By: /s/ Michael Farley  
 Michael Farley, Vice President

**TENANT:**

VOYAGER THERAPEUTICS, INC., a Delaware corporation

By: /s/ Steven M. Paul  
Steven M. Paul, its President & CEO

And: /s/ Jane Henderson  
Jane Henderson, its CFO & SVP, Corporate Development