
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 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 19, 2023

GlycoMimetics, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

001-36177
(Commission File Number)

06-1686563
(IRS Employer
Identification No.)

**9708 Medical Center Drive
Rockville, MD 20850**
(Address of principal executive offices, including zip code)

(240) 243-1201
(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))

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, \$0.001 par value	GLYC	The Nasdaq Stock Market

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 April 19, 2023, GlycoMimetics, Inc. (the “*Company*”) entered into a Third Amendment to Lease (the “*Lease Amendment*”) with ARE-Maryland No. 45, LLC, a Delaware limited liability company (the “*Landlord*”). The Lease Amendment amends the Lease Agreement, dated July 23, 2014 and as subsequently amended (as so amended, the “*Lease*”), by and between the Company and BMR-Medical Center Drive LLC, the original landlord that subsequently conveyed to Landlord the premises subject to the Lease.

Pursuant to the Lease, the Company leases approximately 42,000 rentable square feet of space in Rockville, Maryland (the “*Premises*”) with a term that expires on October 31, 2023. Pursuant to the Lease Amendment, the Company and the Landlord have agreed that the Lease will terminate on October 31, 2023 with respect to approximately 12,000 square feet of the Premises, and that the Lease for the remaining approximately 30,000 square feet of the Premises will be extended until January 31, 2025, unless earlier terminated in accordance with the terms of the Lease. The Company will have no further right to extend the term of the Lease. During the extended term, the annual base rent will be increased by 3% on each of November 1, 2023 and November 1, 2024.

Except as modified by the Lease Amendment, all terms and conditions of the Lease remain in full force and effect. The foregoing is a summary of certain terms of the Lease Amendment, is not complete and is qualified in its entirety by reference to the text of the Lease Amendment, a copy of which is attached as Exhibit 10.1 to this Current Report.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit Number</u>	<u>Exhibit Description</u>
10.1	<u>Third Amendment to Lease Agreement, dated April 19, 2023, by and between GlycoMimetics, Inc. and ARE-Maryland No. 45, LLC</u>
104	Cover Page Interactive Data File (the cover page XBRL tags are embedded within the Inline XBRL document)

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.

GLYCOMIMETICS, INC.

Date: April 21, 2023

By: /s/ Brian M. Hahn
Brian M. Hahn
Senior Vice President and Chief Financial Officer

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE (“**this Third Amendment**”) is made as of this 19 day of April, 2023 (“**Effective Date**”), between **ARE-MARYLAND NO. 45, LLC**, a Delaware limited liability company, having an address at 26 North Euclid Avenue, Pasadena, California 91101 (“**Landlord**”), and **GLYCOMIMETICS, INC.**, a Delaware corporation, having an address at 9708 Medical Center Drive, Rockville, Maryland 20850 (“**Tenant**”).

RECITALS

A. BMR-Medical Center Drive LLC, a Delaware limited liability company (“**Original Landlord**”), and Tenant have entered into a Lease dated July 23, 2014 (“**Original Lease**”), wherein Original Landlord leased to Tenant premises containing approximately 30,691 rentable square feet (“**9708 Premises**”) located in the building (“**9708 Building**”) located at 9708 Medical Center Drive, Rockville, Maryland 20850, as more particularly described in the Original Lease.

B. Original Landlord and Tenant entered into that certain First Amendment to Lease dated March 24, 2016 (“**First Amendment**”), wherein Original Landlord leased to Tenant an additional 12,074 rentable square feet (“**9712 Premises**”) located in the Building (“**9712 Building**”) located at 9712 Medical Center Drive, Rockville, Maryland 20850, as more particularly described in the First Amendment.

C. Original Landlord and Tenant entered into that certain Second Amendment to Lease dated April 20, 2018 (“**Second Amendment**”; together with the Original Lease and the First Amendment, the “**Lease**”), wherein the parties thereto agreed to amend the Rentable Area of the 9708 Premises.

D. By that certain Special Warranty Deed dated as of May 8, 2018 and recorded among the Land Records of Montgomery County, Maryland in Book 56100, Page 90, Original Landlord conveyed to Landlord, among other things, the 9708 Building and the 9712 Building.

E. Landlord and Tenant desire to amend the Lease, among other things, to extend the Term of the Lease with respect only to the 9708 Premises.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual promises and conditions contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Definitions; Recitals.** Terms used in this Third Amendment but not otherwise defined shall have the meanings set forth in the Lease. The Recitals form an integral part of this Third Amendment and are hereby incorporated by reference.

2. **Extension of Term for 9708 Premises Only.** The Term Expiration Date for the 9708 Premises is October 31, 2023. Landlord and Tenant hereby agree that to extend the Term for the 9708 Premises only for the period beginning on November 1, 2023 and, unless earlier terminated in accordance with the terms of the Lease, expiring on January 31, 2025 (“**First Extension Term**”). Tenant shall have no further right to extend the Term of the Lease. The Term Expiration Date for the 9712 Premises shall remain October 31, 2023.

3. **Base Rent During First Extension Term.** During the First Extension Term, the Base Rent for the 9708 Premises shall be adjusted on November 1, 2023 and on each anniversary thereafter (each an “**Adjustment Date**”) by multiplying the Base Rent payable immediately before the Adjustment



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Date by 3% and adding the resulting amount to the Base Rent payable immediately before the Adjustment Date. Base Rent, as so adjusted, shall thereafter be due as provided in the Lease.

4. **Miscellaneous.**

a. This Third Amendment is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This Third Amendment may be amended only by an agreement in writing, signed by the parties hereto.

b. This Third Amendment is binding upon and shall inure to the benefit of the parties hereto, their respective agents, employees, representatives, officers, directors, divisions, subsidiaries, affiliates, assigns, heirs, successors in interest and shareholders.

c. This Third Amendment may be executed in 2 or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature process complying with the U.S. federal ESIGN Act of 2000, including DocuSign) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Electronic signatures shall be deemed original signatures for purposes of this Third Amendment and all matters related thereto, with such electronic signatures having the same legal effect as original signatures.

d. Tenant represents and warrants that it has not dealt with any broker, agent, or other person (collectively, "**Broker**") in connection with this Third Amendment other than Tenant's broker, Jones Lang LaSalle ("**JLL**"), and that no Broker brought about this transaction. Tenant hereby agrees to indemnify and hold Landlord harmless from and against any claims by any Broker (including JLL) claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this Third Amendment. Landlord hereby agrees to indemnify and hold Tenant harmless from and against any claims by any Broker (excluding JLL) claiming a commission or other form of compensation by virtue of having dealt with Landlord with regard to this Third Amendment.

e. Except as amended and/or modified by this Third Amendment, the Lease is hereby ratified and confirmed and all other terms of the Lease shall remain in full force and effect, unaltered and unchanged by this Third Amendment. In the event of any conflict between the provisions of this Third Amendment and the provisions of the Lease, the provisions of this Third Amendment shall prevail. Regardless of whether specifically amended by this Third Amendment, all of the terms and provisions of the Lease are hereby amended to the extent necessary to give effect to the purpose and intent of this Third Amendment.

[SIGNATURES APPEAR ON NEXT PAGE]



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IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment under seal as of the day and year first above written.

TENANT:

GLYCOMIMETICS, INC., a Delaware corporation

By: /s/ Brian Hahn _____ (SEAL)
Name: Brian Hahn _____
Its: CFO _____

X I hereby certify that the signature, name, and title above are my signature, name, and title.

LANDLORD:

ARE-MARYLAND NO. 45, LLC,
a Delaware limited liability company

By: Alexandria Real Estate Equities, L.P.,
a Delaware limited partnership,
managing member

By: ARE-QRS CORP.,
a Maryland corporation,
general partner

By: /s/ Gregory Kay _____ (SEAL)
Name: Gregory Kay _____
Title: SVP – Real Estate Legal Affairs _____



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