

**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): **August 26, 2013**

Esperion Therapeutics, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

001-35986
(Commission File Number)

26-1870780
(I.R.S. Employer
Identification No.)

46701 Commerce Center Drive
Plymouth, MI
(Address of principal executive offices)

48170
(Zip Code)

Registrant's telephone number, including area code: **(734) 862-4840**

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))

Item 1.01. Entry into a Material Definitive Agreement.

On August 26, 2013, Esperion Therapeutics, Inc. (the "Company") entered into a Second Amendment to Lease (the "Amendment") with the Michigan Land Bank Fast Track Authority (the "Landlord"), amending the terms of the Lease dated October 2, 2008, as amended by the First Amendment to Lease dated November 15, 2011 and the letter agreement dated March 29, 2013, each by and between the Company and the Landlord (as amended to date, the "Lease"). The Lease covers the Company's headquarters and principal executive offices at 46701 Commerce Center Drive, Plymouth, Michigan 48170. The Amendment provides in part that (i) the expiration date of the initial term of the Lease is extended from October 2, 2013 to April 30, 2014 and (ii) the deadline by which the Company may exercise its option to renew the Lease is extended from July 1, 2013 to November 1, 2013. Other than the modified terms described above, the material terms of the Lease remain unchanged. The foregoing description of the Amendment is not intended to be complete and is qualified in its entirety by reference to the full text of the Amendment, a copy of which is filed as Exhibit 10.1 hereto and is incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Second Amendment to Lease, dated August 26, 2013, between the Registrant and the Michigan Land Bank Fast Track Authority.

* * *

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.

Date: August 27, 2013

Esperion Therapeutics, Inc.

By: /s/ Tim M. Mayleben
Tim M. Mayleben
President and Chief Executive Officer

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SECOND AMENDMENT TO LEASE

This SECOND AMENDMENT TO LEASE (this “**Amendment**”) is dated and made effective as of August 26, 2013 (the “**Effective Date**”) by and between the MICHIGAN LAND BANK FAST TRACK AUTHORITY (“**Landlord**”) and ESPERION THERAPEUTICS, INC. (“**Tenant**”) (collectively the “**Parties**”).

R E C I T A L S

A. Landlord and Tenant are parties to that certain lease dated October 2, 2008, as amended by that certain First Amendment to Lease, dated November 15, 2011, and that certain letter agreement dated March 29, 2013 (as so amended, the “**Lease**”) of certain premises consisting of 9,730 rentable square feet of space known as Lab B and Office B (the “**Premises**”) and the Vivarium space in the building (the “**Building**”) located at 46701 Commerce Center Drive, Plymouth, Michigan (the “**Property**”).

B. On November 14, 2012, the original Landlord, Michigan Life Sciences and Innovation Center, LLC, assigned the Lease to the Michigan Land Bank Fast Track Authority.

C. Landlord and Tenant wish to amend the Lease to (i) extend the Term of the Lease, and (ii) amend certain other terms of the Lease.

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

1. Capitalized Terms. Unless otherwise defined herein, all capitalized terms used in this Amendment shall have the meanings ascribed to them in the Lease, and all references in the Lease to the “Lease” or “this Lease” or “herein” or “hereunder” or similar terms or to any section thereof shall mean the Lease, or such section thereof, as amended by this Amendment.

2. Landlord. The term “Landlord” in Article I — Fundamental Lease Provisions is changed from “Michigan Life Sciences and Innovation Center, LLC” to “Michigan Land Bank Fast Track Authority.” The term “Landlord’s Address” is changed from “203 South Division, Suite 430, Ann Arbor Michigan 48104” to “MEDC, Attn: Paula Sorrell, 300 N. Washington Square, Lansing, Michigan 48913.”

3. Initial Term. The Initial Term is hereby extended from the current expiration date of October 2, 2013 to April 30, 2014. Such extension shall be upon all of the current terms and conditions of the Lease, as so amended. The Base Rent currently being paid shall continue during this extended time.

4. Option to Extend. Section 2.2(b) of the Lease is hereby further amended to extend the date by which Tenant must notify Landlord of its intent to exercise the option to extend from July 1, 2013 to November 1, 2013.

5. Vivarium Space. The Vivarium space was added to the Lease by the First Amendment to Lease. The Tenant has provided notice of its intent to terminate the lease of this space effective July 31, 2013. The Landlord accepts this termination, rent for the Vivarium space will no longer be due after July 31, 2013, the Vivarium space will no longer be a part of the Leased Premises after July 31, 2013, and Tenant shall remove any and all of its equipment and other personal property from the Vivarium space by July 31, 2013. If the Tenant’s equipment and other personal property is not removed by July 31, 2013, then Tenant shall pay Landlord pro rata monthly rent, in accordance with the First Amendment to Lease, for every day the equipment and other personal property remains in the Vivarium space. Tenant shall provide Landlord with written confirmation of the date its equipment and other personal property has been removed from the Vivarium space within three (3) business days of such date.

6. Ratification. Except as expressly modified by this Amendment, the Lease shall remain in full force and effect, and as further modified by this Amendment, is expressly ratified and confirmed by the parties hereto. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, subject to the provisions of the Lease regarding assignment and subletting.

7. Integration. This Amendment constitutes the entire Amendment between the Parties and supersedes all prior and contemporaneous agreements or understandings, whether written or oral, between the Parties with respect to the subject matter hereof.

8. Governing Law. This Amendment shall be governed and construed in accordance with the laws of the State of Michigan.

9. Counterparts and Authority. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Landlord and Tenant each warrant to the other that the person or persons executing this Amendment on its behalf has or have authority to do so and that such execution has fully obligated and bound such party to all terms and provisions of this Amendment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned executed this Amendment as of the date and year first written above.

LANDLORD:
MICHIGAN LAND BANK FAST TRACK AUTHORITY

By: /s/ Kim Homan

Name: Kim Homan
Title: Executive Director

TENANT:
ESPERION THERAPEUTICS, INC.

By: /s/ Tim Mayleben
Name: Tim Mayleben
Title: President & CEO