

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): April 4, 2023

MedTech Acquisition Corporation

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation)

001-39813

(Commission File Number)

85-3009869

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

48 Maple Avenue,
Greenwich, CT

(Address of principal executive offices)

06830

(Zip Code)

Registrant's telephone number, including area code: (908) 391-1288

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 to 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:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Units, each consisting of one share of Class A common stock and one-third of one Redeemable Warrant	MTACU	The Nasdaq Stock Market LLC
Class A common stock, par value \$0.0001 per share	MTAC	The Nasdaq Stock Market LLC
Warrants, each whole warrant exercisable for one share of Class A common stock, each at an exercise price of \$11.50 per share	MTACW	The Nasdaq Stock Market LLC

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 November 11, 2022, MedTech Acquisition Corporation, a Delaware corporation (“MTAC”), entered into an Agreement and Plan of Merger (the “Merger Agreement”) with MTAC Merger Sub, Inc., a Delaware corporation and wholly owned subsidiary of MTAC (“Merger Sub”), and TriSalus Life Sciences, Inc., a Delaware corporation (“TriSalus”), pursuant to which, subject to the satisfaction or waiver of certain conditions set forth therein, Merger Sub will merge with and into TriSalus (the “Merger”), with TriSalus surviving the Merger as a wholly owned subsidiary of MTAC, and with TriSalus’ equity holders receiving shares of MTAC common stock, par value \$0.0001 per share (the “Common Stock” and the transactions contemplated by the Merger Agreement and the related ancillary agreements, the “Business Combination”). Upon consummation of the Business Combination, MTAC will be renamed “TriSalus Life Sciences, Inc.”

On April 4, 2023, MTAC, Merger Sub, and TriSalus amended the Merger Agreement (the “Amendment”) to, among other matters, provide for the assumption by MTAC of any restricted stock unit awards under TriSalus’ existing equity plan that are outstanding as of immediately prior to the closing of the Business Combination, which will be converted into restricted stock unit awards covering shares of Common Stock. The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by the terms and conditions of the Amendment, a copy of which is attached as Exhibit 10.1 hereto and is incorporated by reference herein.

Changes and Additional Information in Connection with SEC Filing

In connection with the Merger Agreement, as amended, and the proposed Business Combination, MTAC filed with the U.S. Securities and Exchange Commission (the “SEC”) a registration statement on Form S-4 (File No. 333-269138) (as amended, the “Registration Statement”), which includes a proxy statement/prospectus of MTAC that will be both the proxy statement to be distributed to holders of MTAC’s Common Stock in connection with its solicitation of proxies for the vote by MTAC’s stockholders with respect to the Business Combination and other matters as may be described in the Registration Statement, as well as the prospectus relating to the offer and sale of the securities to be issued in the Business Combination. The Registration Statement is not yet effective. The Registration Statement, including the proxy statement/prospectus contained therein, when it is declared effective by the SEC, will contain important information about the Business Combination and the other matters to be voted upon at a meeting of MTAC’s stockholders to be held to approve the Business Combination and other matters (the “Special Meeting”). MTAC may also file other documents with the SEC regarding the Business Combination. MTAC stockholders and other interested persons are advised to read, when available, the Registration Statement, including the proxy statement/prospectus contained therein, as well as any amendments or supplements thereto, because they will contain important information about the Business Combination. When available, the definitive proxy statement/prospectus will be mailed to MTAC stockholders as of a record date to be established for voting on the Business Combination and the other matters to be voted upon at the Special Meeting.

Participation in Solicitation

MTAC and TriSalus and their respective directors and executive officers, under SEC rules, may be deemed to be participants in the solicitation of proxies of MTAC’s stockholders in connection with the Business Combination. Investors and security holders may obtain more detailed information regarding the names and interests in the Business Combination of MTAC’s directors and officers in MTAC’s filings with the SEC, including MTAC’s registration statement on Form S-1, which was originally filed with the SEC on November 30, 2020, as amended, MTAC’s Annual Report on Form 10-K for the fiscal year ended December 31, 2022, filed with the SEC on March 22, 2023, and the Registration Statement. To the extent that holdings of MTAC’s securities have changed from the amounts reported in the Registration Statement, such changes have been or will be reflected on Statements of Change in Ownership on Form 4 filed with the SEC. Information regarding the persons who may, under SEC rules, be deemed participants in the solicitation of proxies from MTAC’s stockholders in connection with the Business Combination are included in the Registration Statement and will be set forth in the definitive proxy statement/prospectus forming a part of the Registration Statement. Investors and security holders of MTAC and TriSalus are urged to carefully read in their entirety the proxy statement/prospectus and other relevant documents that will be filed with the SEC, when they become available, because they will contain important information about the Business Combination.

Investors and security holders will be able to obtain free copies of the proxy statement/prospectus and other documents containing important information about MTAC and TriSalus through the website maintained by the SEC at www.sec.gov. Copies of the documents filed with the SEC by MTAC can be obtained free of charge by directing a written request to MedTech Acquisition Corporation at 48 Maple Avenue, Greenwich, CT 06830.

INVESTMENT IN ANY SECURITIES DESCRIBED HEREIN HAS NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR ANY OTHER REGULATORY AUTHORITY NOR HAS ANY AUTHORITY PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING THEREOF OR THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED HEREIN. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

Forward-Looking Statements

This Current Report on Form 8-K contains certain “forward-looking statements” within the meaning of the United States federal securities laws regarding MTAC’s or TriSalus’ expectations, hopes, beliefs, assumptions, intentions or strategies regarding the future including, without limitation, statements regarding raising additional financing in connection with the Business Combination. These forward-looking statements generally are identified by words such as “anticipate,” “believe,” “continue,” “could,” “estimate,” “expect,” “intend,” “may,” “might,” “plan,” “possible,” “potential,” “predict,” “project,” “should,” “strive,” “would,” “will” and similar expressions or the negative or other variations of such statements. These statements are predictions, projections and other statements about future events that are based on various assumptions, whether or not identified in this Current Report on Form 8-K and on the current expectations of MTAC’s and TriSalus’ respective managements and are not predictions of actual performance and, as a result, are subject to risks and uncertainties.

Many factors could cause actual results or developments to differ materially from those expressed or implied by such forward-looking statements, including but not limited to: (i) the risk that the Business Combination may not be completed in a timely manner or at all, which may adversely affect the price of MTAC’s securities; (ii) the risk that the Business Combination may not be completed by MTAC’s business combination deadline and the potential failure to obtain an extension of the business combination deadline; (iii) the failure to satisfy the conditions to the consummation of the Business Combination, including the approval of the Merger Agreement, as amended, by the stockholders of MTAC, the satisfaction of the minimum cash amount following any redemptions by MTAC’s public stockholders, and the receipt of certain governmental and regulatory approvals; (iv) the lack of a third-party valuation in determining whether or not to pursue the Business Combination on the terms set forth in the Merger Agreement, as amended; (v) the occurrence of any event, change or other circumstance that could give rise to the termination of the Merger Agreement, as amended; (vi) the receipt of an unsolicited offer from another party for an alternative transaction that could interfere with the Business Combination; (vii) the effect of the announcement or pendency of the Business Combination on TriSalus’ business relationships, operating results and business generally; (viii) the risk that the Business Combination disrupts current plans and operations of TriSalus; (ix) the outcome of any legal proceedings that may be instituted against TriSalus or MTAC related to the Merger Agreement, as amended, or the Business Combination; (x) the ability to maintain the listing of MTAC’s securities on the Nasdaq; (xi) changes in business, market, financial, political and legal conditions; (xii) unfavorable changes in the reimbursement environment for TriSalus’ products; (xiii) TriSalus’ product candidates not achieving success in preclinical or clinical trials or not being able to obtain regulatory approval, either on a timely basis or at all or subject to any conditions that negatively impact TriSalus’ ability to commercialize the applicable product candidates; (xiv) TriSalus being unable to continue to grow TriNav Infusion System (“TriNav”) sales; (xv) the size of the addressable markets for TriNav and SD-101, if successfully developed and approved by the applicable regulatory authorities, being less than TriSalus estimates; (xvi) TriSalus’ ability to successfully commercialize any product candidates that it successfully develops and that are approved by applicable regulatory authorities; (xvii) TriSalus’ ability to continue to fund preclinical and clinical trials for SD-101; (xviii) TriSalus’ ability to partner with other companies; (xix) future economic and market conditions; (xx) the development, effects and enforcement of laws and regulations affecting TriSalus’ business or industry; (xxi) TriSalus’ ability to manage future growth; (xxii) TriSalus’ ability to maintain and grow its market share; (xxiii) the effects of competition on TriSalus’ business; (xxiv) the ability of MTAC or the combined company to raise additional financing in connection with the Business Combination or to finance its operations in the future; (xxv) the ability to implement business plans, forecasts and other expectations after the completion of the Business Combination, and identify and realize additional opportunities; (xxvi) costs related to the Business Combination; (xxvii) the failure to realize the anticipated benefits of the Business Combination or to realize estimated pro forma results and the underlying assumptions, including with respect to estimated stockholder redemptions; and (xxviii) other risks and uncertainties indicated from time to time in the Registration Statement, including those under the “Risk Factors” section therein and in MTAC’s other filings with the SEC. The foregoing list of factors is not exclusive.

MTAC's other SEC filings identify and address other important risks and uncertainties that could cause actual events and results to differ materially from those expressed or implied in the forward-looking statements. Forward-looking statements speak only as of the date they are made. Readers are cautioned not to put undue reliance on forward-looking statements, and none of MTAC, TriSalus, or any of their respective representatives assume any obligation and do not intend to update or revise these forward-looking statements, whether as a result of new information, future events, or otherwise. None of MTAC, TriSalus, or any of their respective representatives gives any assurance that either MTAC or TriSalus will achieve its expectations.

No Offer or Solicitation

This Current Report on Form 8-K shall not constitute an offer to sell, a solicitation of an offer to buy or a recommendation to purchase any securities, or the solicitation of any proxy, vote, consent or approval in any jurisdiction in connection with the Business Combination, nor shall there be any offer, solicitation or sale of securities in any jurisdiction in which the offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdictions. This communication is restricted by law; it is not intended for distribution to, or use by any person in, any jurisdiction where such distribution or use would be contrary to local law or regulation. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the U.S. Securities Act of 1933, as amended.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit

No.	Description
10.1	First Amendment to Agreement and Plan of Merger, dated as of April 4, 2023, by and among MedTech Acquisition Corporation, MTAC Merger Sub, Inc., and TriSalus Life Sciences, Inc.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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.

MedTech Acquisition Corporation

Dated: April 5, 2023

By: /s/ Christopher C. Dewey
Name: Christopher C. Dewey
Title: *Chief Executive Officer*

FIRST AMENDMENT TO AGREEMENT AND PLAN OF MERGER

THIS FIRST AMENDMENT TO AGREEMENT AND PLAN OF MERGER (this "Amendment"), dated as of April 4, 2023, is made and entered into by and among MedTech Acquisition Corporation, a Delaware corporation ("Acquiror"), MTAC Merger Sub, Inc., a Delaware corporation and direct, wholly owned subsidiary of Acquiror ("Merger Sub") and TriSalus Life Sciences, Inc., a Delaware corporation (the "Company"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Merger Agreement (as defined below).

RECITALS

- A. **WHEREAS**, Acquiror, Merger Sub and the Company are parties to that certain Agreement and Plan of Merger, dated as of November 11, 2022 (the "Merger Agreement");
- B. **WHEREAS**, Section 12.10 of the Merger Agreement provides that the Merger Agreement may be amended or modified in whole or in part, only by a duly authorized agreement in writing executed in the same manner as the Merger Agreement and which makes reference to the Merger Agreement; and
- C. **WHEREAS**, Acquiror, Merger Sub and the Company desire to amend the Merger Agreement pursuant to Section 12.10 thereof as set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements, covenants and other promises set forth herein, the mutual benefits to be gained by the performance thereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, Acquiror, Merger Sub and the Company hereby agree as follows:

1. **AMENDMENT TO SECTION 1.01 OF THE MERGER AGREEMENT.** Section 1.01 of the Merger Agreement is hereby amended as follows:
 - a. the definition of "Acquiror Restricted Stock Unit Award" is added to read as follows:

““Acquiror Restricted Stock Unit Award” has the meaning specified in Section 3.07(c).”
 - b. clause (iii) of the definition of "Acquiror Transaction Expenses" shall be deleted and revised to read as follows:

“all placement agent fees and other fees relating to the Future PIPE Investment (other than (1) PIPE Investor Reimbursable Expenses and (2) any fees arising from the exercise of any post-Closing greenshoe or other investor-held option to purchase securities of the Acquiror that were granted to such investor in the definitive agreements entered into in connection with such Future PIPE Investment)”
 - c. the definition of "Company Restricted Stock Unit Award" is added to read as follows:
-

““Company Restricted Stock Unit Award” means an award of restricted stock units covering Company Common Shares granted pursuant to the Company Equity Plan, as issued under an award in a form reasonably acceptable to Acquiror.”

2. **AMENDMENT TO SECTION 3.07 OF THE MERGER AGREEMENT.** Section 3.07 of the Merger Agreement is hereby amended as follows:

- a. by deleting the title “Section 3.07 Treatment of Company Options” and replacing it with “Section 3.07 Treatment of Company Options and Company Restricted Stock Unit Awards.”
- b. by adding clause (c), which shall read in its entirety as follows:

“(c) As of the Effective Time, each Company Restricted Stock Unit Award that is then outstanding shall be assumed and converted into a restricted stock unit award covering shares of Common Stock (each, an “Acquiror Restricted Stock Unit Award”). Each such Acquiror Restricted Stock Unit Award as so assumed and converted shall continue to have, and shall be subject to, the same terms and conditions as applied to the Company Restricted Stock Unit Award immediately prior to the Effective Time (but taking into account any changes thereto by reason of this Section 3.07(c)). As of the Effective Time, each such Acquiror Restricted Stock Unit Award as so assumed and converted shall be a restricted stock unit award covering a number of shares of Common Stock that is equal to the product of (i) the number of shares of Company Common Shares subject to such Company Restricted Stock Unit Award immediately prior to the Effective Time, multiplied by (ii) the Exchange Ratio, with any fractional shares rounded down to the nearest whole share. The Company shall take all necessary actions to effect the treatment of Company Restricted Stock Unit Awards pursuant to this Section 3.07(c) in accordance with the Company Equity Plan and the applicable award agreements.”

3. **AMENDMENT TO SECTION 4.02(a) OF THE MERGER AGREEMENT.** The first sentence of Section 4.02(a) of the Merger Agreement is hereby amended and restated to read in its entirety as follows:

“(a) No fewer than three (3) Business Days prior to the Closing Date, the Company shall deliver to Acquiror a statement (the “Closing Date Capitalization Statement”), signed by the Chief Executive Officer of the Company (in her capacity as such), which sets forth, as of the record date, the (i) (1) name of each Company Stockholder of record on the books and records of the Company, (2) number of shares of Company Common Shares (after giving effect to (a) the exercise of any Company Warrants pursuant to Section 3.06(a) and Section 3.06(b) and (b) the Preferred Conversion) owned by each such Company Stockholder, and (3) the allocation of the Closing Merger Consideration payable to each Company Stockholder; (ii) on a holder-by-holder and warrant-by-warrant basis, each Assumed Warrant that will be outstanding as of the Closing, and, with respect to such Assumed Warrant, the number of shares of Common Stock issuable upon exercise of such Assumed Warrant and the exercise price of such Assumed Warrant, (iii) on a holder-by-holder and option-by-option basis, each Acquiror Option that will be outstanding as of the Closing, and, with respect to such Acquiror Option, the number of shares of Common Stock issuable upon exercise of such Acquiror Option and the exercise price of such Acquiror Option and (iv) on a holder-by-holder and award-by-award basis, each Acquiror Restricted Stock Unit Award that will be outstanding as of the Closing, and, with respect to such Acquiror Restricted Stock Unit Award, the number of shares of Common Stock issuable upon settlement of such Acquiror Restricted Stock Unit Award.”

4. **AMENDMENTS TO SECTION 5.06 OF THE MERGER AGREEMENT.**

a. The last sentence of Section 5.06(a) of the Merger Agreement is hereby amended and restated to read in its entirety as follows:

“Other than the stock and equity interests set forth in the first sentence of 5.06(a), and the issuance of the Company Restricted Stock Unit Awards, there are no other shares of common stock, preferred stock or other equity interests of the Company authorized, reserved, issued or outstanding.”

b. Clause (iii) of Section 5.06(d) of the Merger Agreement is hereby amended and restated to read in its entirety as follows:

“all Company Options and Company Restricted Stock Unit Awards have been issued in compliance with the Company Equity Plan (if granted thereunder) and all applicable Laws and properly accounted for in all respects in accordance with GAAP.”

5. **AMENDMENT TO SECTION 11.01(b)(iv) OF THE MERGER AGREEMENT.** Section 11.01(b)(iv) of the Merger Agreement is hereby amended and restated to read in its entirety as follows:

“(iv) [Intentionally Omitted]”

6. **NO FURTHER AMENDMENT; EFFECT OF AMENDMENT.** This Amendment shall be deemed incorporated into, and form a part of, the Merger Agreement and have the same legal validity and effect as the Merger Agreement. Except as expressly and specifically amended hereby, the Merger Agreement is not otherwise being amended, modified or supplemented and all terms and provisions of the Merger Agreement are and shall remain in full force and effect in accordance with its terms, and all references to the Merger Agreement in this Amendment and in any ancillary agreements or documents delivered in connection with the Merger Agreement shall hereafter refer to the Merger Agreement as amended by this Amendment, and as it may hereafter be further amended or restated.

7. **REFERENCES TO THE MERGER AGREEMENT.** Once this Amendment becomes effective, each reference in the Merger Agreement to “this Agreement,” “herein,” “hereof,” “hereunder” or words of similar import shall hereafter be deemed to refer to the Merger Agreement as amended hereby (except that references in the Merger Agreement to “as of the date hereof” or “as of the date of this Agreement” or words of similar import shall continue to mean November 11, 2022).

8. **ACQUIROR ACKNOWLEDGMENT.** Acquiror and Merger Sub acknowledge and agree that the grant of the Company Restricted Stock Unit Awards shall not constitute an inaccuracy in any of the representations and warranties made by the Company pursuant to Article V of the Agreement and by executing below, Acquiror consents to the grant of the Company Restricted Stock Unit Awards pursuant to Section 7.01 of the Agreement.

9. **COUNTERPARTS.** This Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. This Amendment may be executed by electronic transmission, each of which shall be deemed an original.

10. **HEADINGS.** The bold-faced headings contained in this Amendment are for convenience of reference only, shall not be deemed to be a part of this Amendment and shall not be referred to in connection with the construction or interpretation of this Amendment.

11. **GOVERNING LAW.** This Amendment, and all claims or causes of action based upon, arising out of, or related to this Amendment, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to principles or rules of conflict of Laws to the extent such principles or rules would require or permit the application of Laws of another jurisdiction.

[Signature page follows]

IN WITNESS WHEREOF, the parties listed below, by their duly authorized representatives, have executed this Amendment as of the date first written above.

MEDTECH ACQUISITION CORPORATION

By: /s/ Christopher Dewey
Name: Christopher Dewey
Title: Chief Executive Officer

MTAC MERGER SUB, INC.

By: /s/ Christopher Dewey
Name: Christopher Dewey
Title: Chief Executive Officer

TRISALUS LIFE SCIENCES, INC.

By: /s/ Mary Szela
Name: Mary Szela
Title: CEO and President

(Signature Page to First Amendment to Agreement and Plan of Merger)
