

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): December 22, 2020



STRATA SKIN SCIENCES, INC.
(Exact Name of Registrant Specified in Charter)

Delaware
(State or Other
Jurisdiction of
Incorporation)

000-51481
(Commission File
Number)

13-3986004
(I.R.S. Employer
Identification No.)

5 Walnut Grove Drive, Suite 140, Horsham, Pennsylvania
(Address of Principal Executive Offices)

19044
(Zip Code)

Registrant's telephone number, including area code: **215-619-3200**

(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:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.001 par value per share	SSKN	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.

Effective December 30, 2020, STRATA Skin Sciences, Inc. (the “Company”) and Israel Discount Bank of New York (“IDBNY”) executed a First Amendment to its Promissory Note (the “Note”) whereby a \$7.275 million loan with IDBNY was renewed for one year, expiring on December 30, 2021. The Company's obligations under the Note are secured by an Assignment and Pledge of Time Deposit (the “Agreement”), under which the Company has pledged the proceeds of a time deposit account in the amount of the loan plus interest to IDBNY.

The Note bears interest at a rate per annum of 1.40%.

The foregoing descriptions of the Note and Agreement are subject to, and qualified in their entirety by the document attached hereto as Exhibits 10.1, which is incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation Under an Off-Balance Sheet Arrangement of the Registrant.

Effective December 30, 2020, the Company renewed a \$7.275 million loan from IDBNY pursuant to a First Amendment to its Promissory Note (the “Note”) the renewed Note expires on December 31, 2021. The information contained above in Item 1.01 is hereby incorporated by reference into this Item 2.03.

Item 8.01 Other Events.

On December 28, 2020, the Company issued a press release announcing that it renewed a loan facility with IDBNY. A copy of the press release is filed herewith as Exhibit 99.1.

Item 9.01 Financial Statements and Exhibits

<u>Exhibit No.</u>	<u>Exhibit Description</u>
10.1	First Amendment to Promissory Note with Israel Discount Bank of New York
99.1	Strata Skin Sciences press release dated December 28, 2020.

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.

STRATA SKIN SCIENCES, INC.

Date: December 28, 2020

By: /s/ Matthew C. Hill
Matthew C. Hill
Chief Financial Officer



FIRST AMENDMENT TO PROMISSORY NOTE

THIS FIRST AMENDMENT TO PROMISSORY NOTE (this "Amendment") is dated as of December 21, 2020, and is made between **STRATA SKIN SCIENCES, INC.** (the "Borrower") and **ISRAEL DISCOUNT BANK OF NEW YORK** ("Bank").

RECITALS

A. WHEREAS, Bank has extended a loan in the aggregate amount of Seven Million Two Hundred Seventy-Five Thousand and 00/100 Dollars (\$7,275,000.00) to the Borrower (the "Loan") pursuant to the terms and conditions of that certain Promissory Note, dated as of December 30, 2019 (as amended, otherwise modified, renewed or extended through the date hereof, and immediately prior to giving effect to this Amendment, the "Note"), by the Borrower in favor of Bank.

B. WHEREAS, Borrower and Bank have agreed to amend certain provisions of the Note as set forth herein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Definitions. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Note.

2. Amendments. Effective as of the date hereof, the definition of "Maturity Date" as set forth in Section 1 of the Note is hereby amended by replacing "December 30, 2020" appearing therein with "**December 30, 2021**".

3. Representations and Warranties; No Default. The Borrower hereby represents and warrants to Bank as of the date hereof upon and immediately after giving effect to this Amendment, that:

(a) The representations and warranties contained in the Note and in each of the other Loan Documents is true and correct in all material respects (except to the extent such representation or warranty is qualified by materiality, in which case such representation or warranty are true and correct in all respects) with the same force and effect as though such representations and warranties were made as of the date hereof, except to the extent such representation or warranty relates to an earlier date, in which case such representation or warranty is true and correct as of such earlier date.

(b) No event has occurred and is continuing that constitutes, or would result in, an Event of Default.

4. Reaffirmation of Collateral Documents. The Borrower hereby acknowledges that the assignment and pledge of time deposit agreement heretofore executed by Borrower relating to Bank's security interest in certain collateral of Borrower is reaffirmed, and all terms contained therein shall remain in full force and effect.

5. Miscellaneous.

(a) *Effect on Loan Documents.* This Amendment is a Loan Document. From and after the date hereof, each reference in any Loan Document to the Note shall mean the Note as amended by this Amendment.

(b) *No Novation; No Modification of Other Obligations.* This Amendment is not, and should not be construed as, a novation. All terms of the Note not specifically amended and altered by this Amendment will remain in full force and effect, the terms of which are incorporated herein by reference. Except as is otherwise specifically set forth herein, all obligations of Borrower and Bank shall remain unmodified and in full force and effect through and including the Maturity Date as currently set forth in the Note (as amended by this Amendment).

- (c) *Governing Law; Consent to Jurisdiction; Etc.* This Amendment shall be governed by, construed and interpreted in accordance with the laws of the State of New York (excluding the choice of law rules thereof). Each of the parties hereto hereby agrees that Sections 21 and 23 of the Note are incorporated herein by reference, *mutatis mutandis*, and shall have the same force and effect with respect to this Amendment as if originally set forth herein.
- (d) *Costs and Expenses; Fees.* Borrower shall reimburse Bank on demand for all costs and expenses, including reasonable attorneys' fees expended or incurred by Bank in connection with the Loan. Borrower hereby authorizes Bank to debit Borrower's operating and/or deposit accounts for payment of such fees, costs and expenses.
- (e) *Execution in Counterparts; Copies.* This Amendment may be executed in counterparts and each counterpart shall constitute one and the same original document. A copy of this Amendment shall have the same force and effect as the original.
- (f) *Entire Agreement.* This Amendment together with all other amendments to the Note and all other documents executed in connection therewith, as such documents may have been amended, otherwise modified, or renewed, embody the entire agreement and understanding among the parties hereto. There are no oral agreements or understandings. No course of prior dealings, usage of trade, or oral conversation shall be admissible to supplement or explain this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first written above.

BORROWER
STRATA SKIN SCIENCES, INC.

BANK
ISRAEL DISCOUNT BANK OF NEW YORK

By: /s/ Matthew C. Hill
Name: Matthew C. Hill
Title: CFO

By: /s/ Mali GoTan
Name: Mali GoTan
Title: FVP

By: /s/ Avram Keusch
Name: Avram Keusch
Title: VP

STRATA Skin Sciences, Inc. Announces Successful Renewal of Note Payable

Horsham, PA, December 28, 2020 — STRATA Skin Sciences, Inc. (NASDAQ: SSKN) (“STRATA” or the “Company”), a medical technology company in Dermatology and Plastic Surgery dedicated to developing, commercializing, and marketing innovative products for the treatment of dermatologic conditions, today announced that it has renewed its existing debt with a lower interest one-year cash secured loan facility with Israel Discount Bank of New York, a multinational commercial bank. The new loan is at a fixed interest rate of 1.40% and is due December 30, 2021.

About STRATA Skin Sciences, Inc.

STRATA Skin Sciences is a medical technology company in Dermatology and Plastic Surgery dedicated to developing, commercializing and marketing innovative products for the treatment of dermatologic conditions. Its products include the XTRAC® excimer laser and VTRAC® lamp systems utilized in the treatment of psoriasis, vitiligo and various other skin conditions.

The Company’s proprietary XTRAC® excimer laser delivers a highly targeted therapeutic beam of UVB light to treat psoriasis, vitiligo, eczema, atopic dermatitis and leukoderma, diseases, which impact over 35 million patients in the United States alone. The technology is covered by multiple patents, including exclusive rights for patents for the delivery of treatments to vitiligo patients.

STRATA’s unique business model leverages targeted Direct to Consumer (DTC) advertising to generate awareness and utilizes its in-house call center and insurance advocacy teams to increase volume for the Company’s partner dermatology clinics.

The XTRAC business has used this proven DTC model to grow its domestic dermatology partner network to over 813 clinics, with a worldwide installed base of over 2,000 devices. The Company is able to offer 90% of DTC patients an introduction to physicians prescribing a reimbursable solution, using XTRAC, within a 10-mile radius of their house. The Company is a leader in dermatology in-clinic business generation for its partners.

Investor Contact

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