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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, DC 20549

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**FORM 8-K**

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**CURRENT REPORT**

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

**Date of Report (Date of earliest event reported): September 27, 2012**

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**OMEROS CORPORATION**

(Exact name of registrant as specified in its charter)

**Washington**  
(State or other jurisdiction of  
incorporation)

**001-34475**  
(Commission  
File Number)

**91-1663741**  
(IRS Employer  
Identification No.)

**1420 Fifth Avenue, Suite 2600  
Seattle, Washington 98101**  
(Address of principal executive offices, including zip code)

**(206) 676-5000**  
(Registrant's telephone number, including area code)

(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 (see General Instruction A.2. below):

- ☐ 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))
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**Item 1.01      Entry into a Material Definitive Agreement.**

On September 27, 2012, Omeros Corporation (“Omeros”) and City Centre Associates (“Landlord”) entered into the Fourth Amendment to Office Lease (the “Amendment”). Pursuant to the Amendment, Omeros’ and Landlord have agreed that Omeros’ lease of approximately 13,200 square feet at its principal administrative facility located at 1420 Fifth Avenue, Seattle, WA will terminate on November 30, 2012. The lease for these premises was previously described in and filed as an exhibit to Omeros’ Form S-1 filed on January 9, 2008. Omeros is terminating the lease with Landlord in connection with Omeros’ lease of a new facility as described in the Current Report on Form 8-K filed on February 1, 2012.

The Amendment is attached hereto as Exhibit 10.1 and is incorporated in this Current Report on Form 8-K by reference.

**Item 1.02      Termination of a Material Definitive Agreement.**

The information set forth in Item 1.01 above is incorporated herein by reference.

**Item 9.01      Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
10.1	Fourth Amendment to Office Lease Agreement dated September 27, 2012 between Omeros Corporation and City Centre Associates

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## 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.

### OMEROS CORPORATION

By: /s/ Gregory A. Demopulos  
Gregory A. Demopulos, M.D.

President, Chief Executive Officer, and Chairman of the  
Board of Directors

Date: September 28, 2012

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
10.1	Fourth Amendment to Office Lease Agreement dated September 27, 2012 between Omeros Corporation and City Centre Associates

**FOURTH AMENDMENT  
TO  
OFFICE LEASE AGREEMENT**

THIS FOURTH AMENDMENT TO OFFICE LEASE AGREEMENT ("Amendment") is dated for reference purposes the 27th day of September, 2012, by and between **CITY CENTRE ASSOCIATES, a Delaware general partnership** ("Landlord"), and **OMEROS CORPORATION, a Washington corporation** ("Tenant").

**RECITALS**

A. Landlord's predecessor in interest, Bentall City Centre L.L.C., and Tenant's predecessor in interest, Scope International, Inc., entered into that certain U.S. Bank Centre Office Lease Agreement dated as of September 28, 1998, as amended by an Assignment and Amendment of Lease dated August 1, 2002, the Second Amendment to Office Lease Agreement dated January 4, 2006, and the Third Amendment to Office Lease Agreement dated October 4, 2010 (as amended, "Lease"), for the lease of certain premises located in the U.S. Bank Centre, 1420 Fifth Avenue, Seattle, Washington, and commonly known as Suites 2628 and 2675 and consisting of a total of 13,156 rentable square feet ("Premises").

B. Landlord and Tenant desire to confirm Tenant's election to terminate the Lease early.

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

**1. Defined Terms; Conflict.** Capitalized terms used herein and not otherwise defined shall have the meanings given in the Lease. If there is any conflict between the terms, conditions and provisions of this Amendment and the terms and conditions of the Lease, the terms, conditions and provisions of this Amendment shall prevail.

**2. Lease Termination.** Pursuant to Tenant's right to early Lease termination pursuant to Section 6 of the Third Amendment of Office Lease Agreement dated October 4, 2010, Tenant has elected to terminate the Lease by delivering written Termination Notice dated January 30, 2012. Landlord and Tenant hereby agree to terminate the Lease effective **November 30, 2012**, notwithstanding the Lease requirement for 12 months advance notice of the termination date.

**3. Surrender of Premises.** On or before November 30, 2012, Tenant shall surrender the premises in a condition required under Section 13.2 of the Lease, provided, however, that Tenant shall not be required to remove telecommunication and computer network cabling.

**4. Commission Reimbursement.** Landlord acknowledges receipt from Tenant of the Commission Reimbursement in the amount of \$33,829.71, as required by the Third Amendment, and that no further Commission Reimbursement is owed by Tenant under Section 6 of the Third Amendment by virtue of this Amendment.

**5. No Further Amendment; Ratification.** Except as expressly modified by this Amendment, all terms, covenants and provisions of the Lease shall remain unmodified and in full force and effect and are hereby expressly ratified and confirmed.

**6. Confirmation.** Tenant represents and warrants to the best of its knowledge to Landlord that: (a) no defenses or offsets exist to the enforcement of the Lease by Landlord; (b) Landlord is not in default in the performance of the Lease and Tenant has no unresolved or pending claims against Landlord with respect to the Lease or the Premises; and (c) Landlord has not committed any breach of the Lease, nor has any event occurred which, with the passage of time or the giving of notice or both, would constitute a default or a breach by Landlord under the Lease. Landlord represents and warrants to the best of its knowledge to Tenant that: (a) no defenses or offsets exist to the enforcement of the Lease by Tenant; (b) Tenant is not in default in the performance of the Lease and Landlord has no unresolved or pending claims against Tenant with respect to the Lease or the Premises; and (c) Tenant has not committed any breach of the Lease, nor has any event occurred which, with the passage of time or the giving of notice or both, would constitute a default or a breach by Tenant under the Lease.

**7. Entire Agreement.** This Amendment sets forth the entire agreement of the parties as to the subject matter hereof and supersedes all prior discussions and understandings between them. The parties confirm and acknowledge that there are no other promises, covenants, understandings, agreements, representations or warranties with respect to the subject matter of this Amendment except as expressly set forth herein. This Amendment may not be amended or rescinded in any manner except by an instrument in writing signed by a duly authorized officer or representative of each party hereto. No waiver of any right under this Amendment shall be effective unless contained in a writing signed by a duly authorized officer or representative of the party sought to be charged with the waiver and no waiver of any right arising from any breach or failure to perform shall be deemed to be a waiver of any future right or of any other right arising under this Amendment.

**8. Representation.** Tenant acknowledges that it has been represented, or has had sufficient opportunity to obtain representation of counsel with respect to this Amendment. Tenant represents to Landlord that Tenant has read and understood the terms hereof and the consequences of executing this Amendment and that, except as expressly set forth herein, no representations have been made to Tenant to induce the execution of this Amendment. Tenant waives any right it may have to require the provisions of this Amendment to be construed against the party who drafted it.

**9. Authority.** Each person signing this Amendment on behalf of the respective parties represents and warrants that he or she is authorized to execute and deliver this Amendment, and that this Amendment will thereby become binding upon Landlord and Tenant, respectively.

**10. Counterparts.** This Amendment may be executed in counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same document. To facilitate execution, this Amendment may be transmitted electronically by facsimile or .pdf format to the other party and that executed electronically transmitted counterpart shall be binding and enforceable as an original.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

**LANDLORD:**

**CITY CENTRE ASSOCIATES,**  
a Delaware general partnership

By: BCC EQUITY L.L.C.,  
a Washington limited liability company,  
Its Managing Joint Venturer

By: BENTALL KENNEDY REAL ESTATE  
SERVICES (U.S.), INC., a California  
corporation, Its Authorized Agent

By: /s/ Gary J. Carpenter  
Gary J. Carpenter  
Executive Vice President

By: /s/ Betsy Sutherland  
Betsy Sutherland  
Vice President and  
Regional Manager

**TENANT:**

**OMEROS CORPORATION,** a Washington corporation

By: /s/ Gregory A. Demopoulos, M.D.  
Its: Chairman and CEO