
**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): October 25, 2021

LESLIE'S, INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-39667
(Commission
File Number)

20-8397425
(IRS Employer
Identification No.)

**2005 East Indian School Road
Phoenix, Arizona 85016**
(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code: (602) 366-3999

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, par value \$0.001 per share	LESL	Nasdaq Global Select 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 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Effective October 25, 2021, Matthew Lischick resigned as a director of Leslie’s, Inc. (the “Company”). Matthew Lischick advised the Company that his resignation is not due to any disagreement with the Company on any matter relating to its operations, policies or practices. Effective upon Matthew Lischick’s resignation as a director, the size of the Company’s Board of Directors will be reduced from ten to nine directors.

Additionally, effective October 25, 2021, the Company’s Board of Directors designated James Ray, Jr. as the lead independent director.

Item 8.01 Other Events.

Stockholder Matters

In accordance with Rule 14a-8 under the Securities Exchange Act of 1934, as amended (“Rule 14a-8”), and the Amended and Restated Bylaws (the “Bylaws”) of the Company, the deadlines for the receipt of any stockholder proposals and director nominations to be considered at the 2022 Annual Meeting are set forth below.

Any stockholder proposal submitted pursuant to Rule 14a-8 for inclusion in the Company’s proxy materials for the 2022 Annual Meeting must be received by the Company’s Corporate Secretary at the Company’s principal executive offices no later than the close of business on December 1, 2021 (which the Company believes is a reasonable time before it begins to print and send its proxy materials). Such proposals also need to comply with the Securities and Exchange Commission stockholder proposal rules.

In addition, any stockholder seeking to nominate a director or to bring other business before the 2022 Annual Meeting outside of Rule 14a-8 under the advance notice provisions included in the Company’s Bylaws must provide timely notice, as set forth in the Bylaws. Specifically, written notice of any such proposed business or nomination must be received by the Company’s Corporate Secretary at the Company’s principal executive offices no earlier than the close of business on November 23, 2021 and no later than the close of business on December 23, 2021. Any notice of proposed business or nomination also must comply with the notice and other requirements set forth in the Company’s Bylaws and with any applicable law.

For purposes of the above, the “close of business” shall mean 5:00 p.m. local time at the principal executive offices of the Company.

Registration Rights and Lock-Up Agreement

On October 25, 2021, the Company entered into the Third Amendment to its Registration Rights and Lock-Up Agreement (the “Amendment”), with Bubbles Investor Aggregator, L.P., which amended the Registration Rights and Lock-Up Agreement, dated as of November 2, 2020, by and among the Company, the Sponsor Investors (as defined below), and each of the persons listed on the signature pages thereto under the caption “Other Investors” or who became party to and bound by the Registration Rights and Lock-Up Agreement as an “Other Investor” on the terms and subject to the conditions of the Registration Rights and Lock-Up Agreement (as previously amended, the “Registration Rights Agreement”). The Amendment provides for the termination of the Registration Rights Agreement for all stockholders to the Registration Rights Agreement (the “Released Holders”) with the exception of Bubbles Investor Aggregator, L.P. and Explorer Investment Pte Ltd. As a result of such termination, the Released Holders will no longer have the right to participate in future offerings under the Registration Rights Agreement and have been released from all restrictions under the Registration Rights Agreement, including any and all lock-up agreements. Under the Registration Rights Agreement, the Released Holders were previously subject to a lock-up agreement terminating 720 days following the date of the final prospectus in the Company’s initial public offering, or October 18, 2022, which will no longer apply.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
4.1	Third Amendment to Registration Rights and Lock-up Agreement between Leslie’s, Inc. and Bubbles Investor Aggregator, L.P.
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.

LESLIE'S, INC.

By: /s/ Steven M. Weddell
Name: Steven M. Weddell
Title: Executive Vice President and Chief Financial Officer

Date: October 26, 2021

LESLIE'S, INC.

**THIRD AMENDMENT TO
REGISTRATION RIGHTS AND LOCK-UP AGREEMENT**

This THIRD AMENDMENT TO REGISTRATION RIGHTS AND LOCK-UP AGREEMENT (this "Amendment"), is dated as of October 25, 2021, by and between Leslie's, Inc., a Delaware corporation (the "Company"), and Bubbles Investor Aggregator, L.P., a Delaware limited partnership (including its successors and permitted assigns, "LCP").

RECITALS

WHEREAS, the parties hereto previously entered into the Registration Rights and Lock-Up Agreement, dated as of November 2, 2020, by and among the Company, the Sponsor Investors, and each of the persons listed on the signature pages thereto under the caption "Other Investors" or who became party to and bound by the Registration Rights Agreement as an "Other Investor" on the terms and subject to the conditions of the Registration Rights Agreement, as amended by the First Amendment to Registration Rights and Lock-Up Agreement, dated as of February 7, 2021 and as amended by the Second Amendment to Registration Rights and Lock-Up Agreement, dated as of May 12, 2021 (together, the "Registration Rights Agreement"), by and between the Company and LCP;

WHEREAS, the parties hereto desire to terminate the Agreement with respect to each Holder set forth on Exhibit A hereto (the "Released Holders"); and

WHEREAS, Section 11(a) of the Registration Rights Agreement provides that, except as otherwise provided therein, the provisions of the Registration Rights Agreement may be amended, modified or waived only with the prior written consent of the Company and LCP, and, to the extent such amendment adversely affects the rights of GIC under the Registration Rights Agreement, with the written consent of GIC.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party hereto, the parties hereby agree as follows:

AGREEMENT

1. Effectiveness. This Amendment will become effective upon the due execution and delivery of this Amendment by the Company and LCP.
 2. Amendment to Registration Rights Agreement. This Amendment hereby terminates the Registration Rights Agreement solely with respect to each Released Holder.
 3. Capitalized Terms. Capitalized terms used without definition herein shall have the meanings ascribed to them in the Registration Rights Agreement.
-

4. Agreement in Effect. Except as expressly amended by this Amendment, the Registration Rights Agreement shall remain in full force and effect in accordance with its terms.

5. Amendment or Waiver. Any term of this Amendment may be amended or waived only by an instrument in writing signed by the party against which enforcement of the amendment or waiver is sought.

6. Headings. The headings in this Amendment are used for convenience only and are not to be considered in construing or interpreting any provision of this Amendment.

7. Entire Agreement. This Amendment supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof. The Registration Rights Agreement, as amended by this Amendment, contains the sole and entire agreement between the parties with respect to the subject matter hereof.

8. Governing Law. This Amendment shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law. Section 11(i) of the Registration Rights Agreement is incorporated herein by reference.

9. Severability. If one or more provisions of this Amendment are held to be unenforceable under applicable law, to the maximum extent permitted by law, such provision shall be excluded from this Amendment, the balance of this Amendment shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

10. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Amendment to the Registration Rights Agreement as of the date first written above.

COMPANY:

Leslie's, Inc.

By: /s/ Steven Weddell
Name: Steven Weddell
Title: Executive Vice President, Chief
Financial Officer

Bubbles Investors Aggregator, L.P.

By: C8 Management, L.L.C.
Its: General Partner

By: /s/ Marc Magliacano
Name: Marc Magliacano
Title: Authorized Person