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As filed with the Securities and Exchange Commission on June 22, 2006
Registration No. 333-133532

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

Amendment No. 3
to
FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

LEMAITRE VASCULAR, INC.
(Exact Name of Registrant as Specified in its Charter)

Delaware	**3841**	**04-2825458**
(State or Other Jurisdiction of Incorporation or Organization)	***(Primary Standard Industrial Classification Code Number)***	***(I.R.S. Employer Identification Number)***

63 Second Avenue
Burlington, Massachusetts 01803
(781) 221-2266
(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

George W. LeMaitre, Chairman, Chief Executive Officer and President
LeMaitre Vascular, Inc.
63 Second Avenue
Burlington, Massachusetts 01803
(781) 221-2266
(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent For Service)

With copies to:

Mitchell S. Bloom, Esq. **Michael H. Bison, Esq.** **Goodwin Procter LLP** **Exchange Place** **Boston, Massachusetts 02109** **(617) 570-1000**	**Aaron Grossman, Esq.** **LeMaitre Vascular, Inc.** **63 Second Avenue** **Burlington, Massachusetts 01803** **(781) 221-2266**	**Mark G. Borden, Esq.** **Susan W. Murley, Esq.** **Wilmer Cutler Pickering Hale and Dorr LLP** **60 State Street** **Boston, Massachusetts 02109** **(617) 526-6000**

Approximate date of commencement of proposed sale to the public: As soon as possible after the effective date of this registration statement.

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☐

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until this registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

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The information in this preliminary prospectus is not complete and may be changed. These securities may not be sold until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell nor does it seek an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

Subject to Completion. Dated June 22, 2006.

Shares

Common Stock

This is an initial public offering of shares of common stock of LeMaitre Vascular, Inc.

LeMaitre Vascular is offering of the shares to be sold in the offering. The selling stockholder identified in this prospectus is offering an additional shares. LeMaitre Vascular will not receive any of the proceeds from the sale of the shares being sold by the selling stockholder.

Prior to this offering, there has been no public market for the common stock. It is currently estimated that the initial public offering price per share will be between $ and $. Application has been made for quotation on the Nasdaq National Market under the symbol "LMAT."

See " Risk Factors" on page 7 to read about factors you should consider before buying shares of the common stock.

Neither the Securities and Exchange Commission nor any other regulatory body has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

	Per Share	Total
Initial public offering price	$	$
Underwriting discount	$	$
Proceeds, before expenses, to LeMaitre Vascular	$	$
Proceeds, before expenses, to the selling stockholder	$	$

To the extent that the underwriters sell more than shares of common stock, the underwriters have the option to purchase up to an additional shares from LeMaitre Vascular at the initial public offering price less the underwriting discount.

The underwriters expect to deliver the shares against payment in New York, New York on , 2006.

Goldman, Sachs & Co.

CIBC World Markets

Cowen and Company

JMP Securities

Prospectus dated , 2006.

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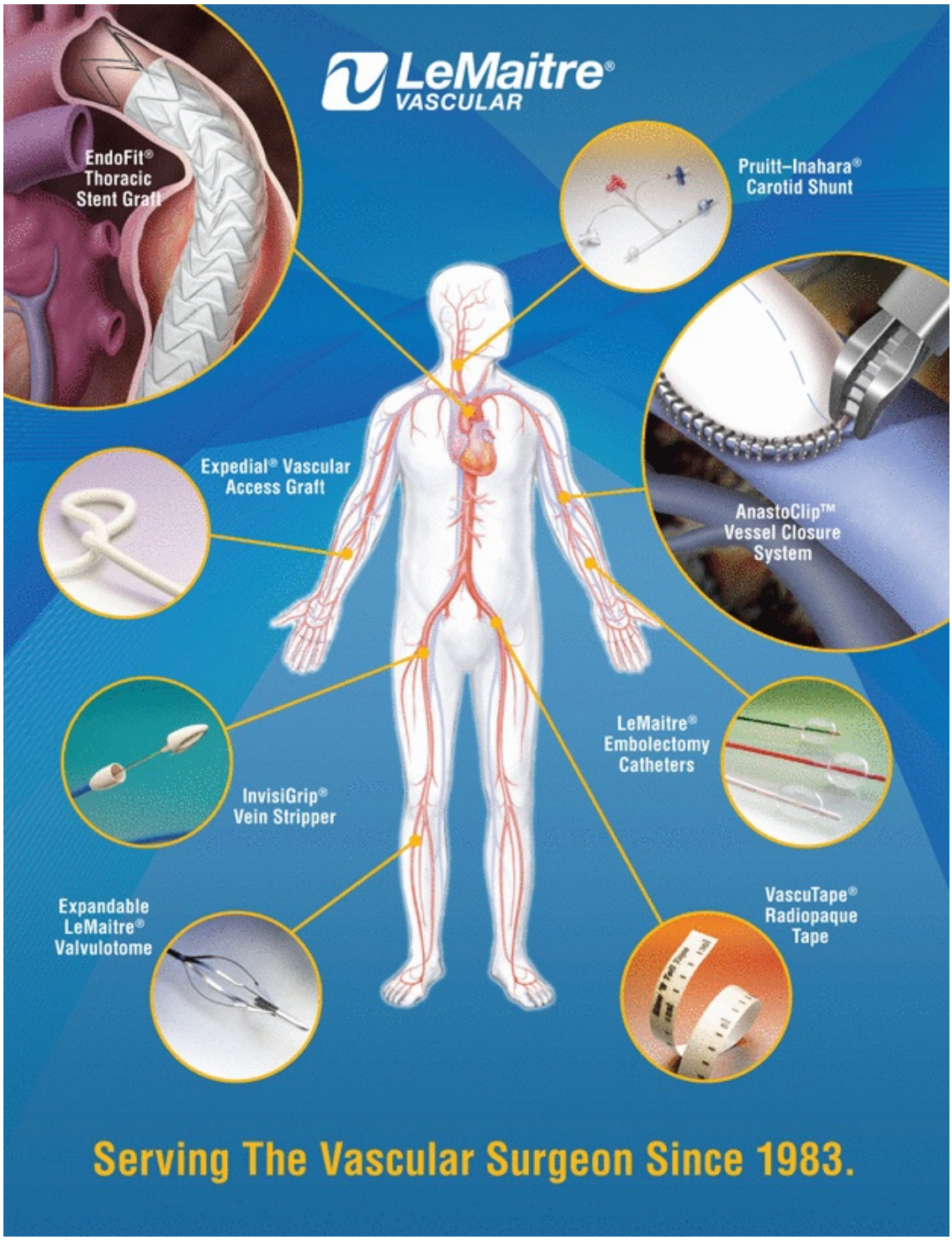

PROSPECTUS SUMMARY

This summary highlights information contained elsewhere in this prospectus. This summary does not contain all of the information you should consider before buying shares of our common stock. You should read the entire prospectus carefully, especially the risks of investing in shares of our common stock that we describe under "Risk Factors" and our consolidated financial statements, the financial statements of Endomed, Inc. and the related notes to these financial statements included at the end of this prospectus, before deciding to invest in shares of our common stock. Unless the context requires otherwise, references to "LeMaitre Vascular," "we," "our" and "us" in this prospectus refer to LeMaitre Vascular, Inc. and its subsidiaries.

Our Business

LeMaitre Vascular is a global provider of medical devices for the treatment of peripheral vascular disease. We develop, manufacture and market disposable and implantable vascular devices to address the needs of vascular surgeons and interventionalists. Our diversified portfolio of peripheral vascular devices consists of brand name products that are used in arteries and veins outside of the heart and are well known to vascular surgeons.

Our devices are used to treat peripheral vascular disease, a condition that we estimate affects more than 20 million people worldwide. We estimate that the annual worldwide market for all peripheral vascular devices exceeds $3 billion and that the annual worldwide market addressed by our ten current product lines exceeds $500 million. The increasing incidence and diagnosis of peripheral vascular disease is driving the growth of the market for peripheral vascular devices, which we estimate is growing at 8% per year. We believe that our strong brands, expanding suite of peripheral vascular devices and broad network of vascular surgeon customers uniquely position us to capture an increasing share of this large and growing market.

Our product portfolio consists of brand name vascular devices that are designed to treat peripheral vascular disease, including the Expandable LeMaitre Valvulotome and the Pruitt-Inahara Carotid Shunt. In addition, we have sought to take advantage of the trend towards endovascular techniques and other innovative procedures that utilize more complex, higher priced devices by acquiring new product lines. Recent acquisitions include our EndoFit Aortic Stent Graft, an endovascular device used to treat aortic aneurysms, and our AnastoClip Vessel Closure System, an implantable device used primarily in the creation of dialysis access sites. Our vascular surgeon customers are increasingly performing minimally invasive endovascular procedures, presenting us with attractive opportunities to sell new devices that address their changing product needs.

Peripheral vascular disease affects blood vessels outside the heart and is typically treated by vascular surgeons. Coronary artery disease affects the coronary arteries and is typically treated by cardiovascular surgeons and cardiologists. We do not market our products for the treatment of coronary artery disease, and most of our devices are not indicated for this use.

We sell our products primarily through a direct sales force. As of March 31, 2006, our sales force was comprised of 47 professionals in the United States, European Union and Japan. We also sell our products through a network of distributors in various countries outside of the United States and Canada. For the twelve months ended March 31, 2006, approximately 82% of our net sales were generated through direct sales to hospitals, and no customer accounted for more than approximately 4% of our net sales.

For the year ended December 31, 2003, we generated a net loss of $0.2 million, and for the years ended December 31, 2004 and 2005, we generated net income of $0.9 million and approximately $55,000, respectively. For the quarter ended March 31, 2006, we generated net income of $0.4 million.

We currently market ten product lines across three product categories. Prior to September 2005, we also derived a small amount of revenue from manufacturing devices under private label, although we have discontinued nearly all these activities. The following table sets forth, for the periods indicated, our net sales from each of our product categories and from the manufacture of private label products, expressed in dollar amounts and as a percentage of total net sales.

	Year ended December 31,						Three months ended March 31,			
	2003		2004		2005		2005		2006	
	$	%	$	%	$	%	$	%	$	%
	(dollars in thousands)									
Net Sales by Product Category:										
Endovascular & Dialysis Access	$ 1,564	8%	$ 3,340	13%	$ 6,774	22%	$ 1,294	17%	$ 2,326	27%
Vascular	15,168	73	18,233	70	19,654	64	5,105	68	5,276	62
General Surgery	3,286	16	3,682	14	3,600	12	900	12	969	11
Branded product sales	20,018	97	25,255	97	30,028	98	7,299	97	8,571	100
Private Label	646	3	928	3	699	2	202	3	—	—
Total net sales	$ 20,664	100%	$26,183	100%	$ 30,727	100%	$7,501	100%	$8,571	100%

Beginning in 1998, we initiated a strategic plan to accelerate our growth by building a worldwide direct sales force, acquiring complementary vascular devices and developing in-house manufacturing and assembly capabilities. In order to execute on this strategic plan, we raised $16.4 million of equity capital since 1998, much of which came from a broad network of vascular surgeons and other industry professionals. Using these proceeds, we completed six acquisitions for an aggregate consideration of $14.9 million in cash, assumed debt and stock. For the twelve months ended March 31, 2006, the product lines we acquired in these six acquisitions accounted for 65% of our total net sales. We have substantially completed the integration of each of these acquired product lines and businesses, consolidating nearly all manufacturing operations into our Burlington, Massachusetts headquarters.

We believe that the proceeds from this offering will enable us to continue our growth by executing on these strategic initiatives on a larger scale.

Our Business Strategies

Our goal is to be the leading global provider of vascular and endovascular medical devices to vascular surgeons and interventionalists. To achieve this objective, we intend to utilize the following strategies:

- ***Further Expand Our Direct Sales Force in the United States, Europe and Japan.*** We believe that the expansion of our direct sales force has been a key factor in our success, and we intend to accelerate this expansion in the U.S., Europe and Japan.
- ***Convert Additional Countries from Distributor to Direct Sales.*** We believe our conversion of nine countries from distributor to direct sales has engendered closer customer relationships and has enabled higher sales growth rates and gross margins. We intend to convert selected countries to direct sales where we currently sell via distributors.

- ***Add Complementary Products through Acquisitions.*** We believe our significant experience in acquiring and integrating product lines and businesses is one of our principal competitive advantages. We will continue to pursue acquisitions to expand and diversify our product offerings and add new technology platforms.
- ***Obtain Regulatory Approvals for Our Products in New Markets.*** We believe that developing regulatory and clinical study expertise is critical to our long-term success. We intend to obtain regulatory approvals for our devices in new geographic markets.
- ***Capture Manufacturing Efficiencies and Other Economies of Scale.*** We will continue to seek out new opportunities to improve our gross margins and operating profitability, in particular by capturing manufacturing efficiencies and other economies of scale as our business grows.

Risks Associated with Our Business

Our business is subject to numerous risks and uncertainties, as more fully described under “Risk Factors” beginning on page 7, which you should carefully consider prior to deciding whether to invest in our common stock. For example:

- we do not expect to achieve profitability in the near term, especially as we expand our direct sales force, conduct our clinical studies and acquire and develop new product offerings, businesses or technologies;
- our results of operations are substantially dependent on businesses and assets that we acquired from third parties, and if we experience difficulties in completing the integration of these acquisitions into our business, or if we do not realize the anticipated benefits of these acquisitions, then our financial condition and results of operations could be adversely affected;
- if we fail to expand our sales force, we could lose market share to our competitors and our results of operations could suffer;
- if we fail to convert additional countries from distributor sales to direct sales, our results of operations could suffer;
- if we are unable to expand our product offerings, we may not achieve our growth objectives and our results of operations could suffer;
- our results of operations could be negatively affected if we are unable to identify, negotiate, complete and integrate suitable acquisitions; and
- some of our devices have been recently introduced into the market and may not achieve market acceptance, which could adversely affect our business.

Corporate Information

We were incorporated in Massachusetts on November 28, 1983 as Vascutech, Inc. On June 16, 1998 we were reincorporated in Delaware, and on April 6, 2001 we changed our name to LeMaitre Vascular, Inc. Our principal executive offices are located at 63 Second Avenue, Burlington, Massachusetts 01803, and our telephone number is (781) 221-2266. Our website address is *www.lemaitre.com.* Information on our website is not part of this prospectus.

LeMaitre, Pruitt-Inahara, EndoFit, VascuTape, Expandable LeMaitre Valvulotome, Glow ‘N Tell, Reddick, Expedial, OptiLock, InvisiGrip, Pruitt, AnastoClip and the LeMaitre Vascular logo are registered trademarks of LeMaitre Vascular. This prospectus also includes the registered and unregistered trademarks of other persons.

The Offering

Common stock offered:	
By us	shares
By the selling stockholder	shares
Common stock to be outstanding after this offering	shares
Use of proceeds	We estimate that the net proceeds payable to us from this offering will be approximately $ million, based on an assumed initial public offering price of $, the midpoint of the price range set forth on the cover of this prospectus, after deducting the underwriting discounts and commissions and estimated offering expenses payable by us. If the underwriters' overallotment option is exercised in full, we estimate that the net proceeds payable to us from this offering will be approximately $ million. We intend to use our net proceeds from this offering to repay outstanding indebtedness and to pay other amounts due to Brown Brothers Harriman & Co., or Brown Brothers, to finance our working capital needs, including the hiring of additional sales personnel, the funding of our clinical studies and the expansion of our manufacturing and research and development capabilities, and for general corporate purposes. We may also use a portion of the net proceeds to acquire complementary products, technologies or businesses. We will not receive any of the proceeds from the sale of common stock by the selling stockholder. See "Use of Proceeds."
Proposed Nasdaq National Market symbol	"LMAT"

The number of shares of our common stock to be outstanding after this offering is based on 9,770,621 shares of common stock outstanding as of March 31, 2006, and excludes:

- 1,469,577 shares of common stock issuable upon the exercise of stock options outstanding as of March 31, 2006 at a weighted-average exercise price of $5.78 per share, of which options to purchase 899,701 shares of our common stock were exercisable as of March 31, 2006 with a weighted-average exercise price of $2.92 per share; and
- 1,000,000 shares of common stock reserved for future stock option grants or purchases under our equity compensation plans. See "Management—Stock and Benefit Plans."

Except as otherwise noted, all information in this prospectus:

- assumes no exercise of the underwriters' overallotment option;
- gives effect to the conversion of all outstanding shares of our convertible preferred stock into 1,274,620 shares of our common stock; and
- gives effect to our restated bylaws and restated certificate of incorporation, which will be in place upon the effectiveness of the registration statement of which this prospectus is a part.

Summary Consolidated Financial Data

The following tables present our summary consolidated statements of operations data for our fiscal years 2003 through 2005 and for the three months ended March 31, 2005 and March 31, 2006, and our summary consolidated balance sheet data as of March 31, 2006. The financial data for the fiscal years ended December 31, 2003, 2004 and 2005 have been derived from our consolidated financial statements, which appear elsewhere in this prospectus, and have been audited by Ernst & Young LLP, an independent registered public accounting firm, as indicated in their report. The financial data as of and for the three months ended March 31, 2005 and March 31, 2006 are derived from our unaudited consolidated financial statements, which in the opinion of management contain all adjustments necessary for a fair presentation of such consolidated financial data. Operating results for these periods are not necessarily indicative of the operating results for a full year. Historical results are not necessarily indicative of the results to be expected in future periods. You should read this information in conjunction with our consolidated financial statements, the financial statements of Endomed, Inc., the related notes to these financial statements and "Management's Discussion and Analysis of Financial Condition and Results of Operations" included elsewhere in this prospectus.

	Year ended December 31,			Three months ended March 31,	
	2003	2004	2005	2005	2006
	(in thousands, except per share data)				
Consolidated Statements of Operations Data:					
Branded sales	$20,018	$25,255	$ 30,028	$ 7,299	$ 8,571
Private label sales	646	928	699	202	—
Total net sales	20,664	26,183	30,727	7,501	8,571
Cost of sales	6,208	7,780	8,927	2,061	2,261
Gross profit	14,456	18,403	21,800	5,440	6,310
Operating expenses:					
Sales and marketing	7,252	9,654	10,960	2,687	3,249
General and administrative	4,530	5,037	6,405	1,390	1,773
Research and development	2,265	2,120	3,015	850	795
Restructuring charges	733	435	998	81	31
Income (loss) from operations	(324)	1,157	422	432	462
Other income (expense):					
Interest income	3	9	4	3	1
Interest expense	(144)	(137)	(182)	(46)	(47)
Foreign currency gain (loss)	191	169	(217)	(63)	47
Other (expense) income	(22)	(57)	551	53	(2)
Income (loss) before income taxes	(296)	1,141	578	379	461
Benefit (provision) for income taxes	74	(214)	(523)	(328)	(91)
Net income (loss)	$ (222)	$ 927	$ 55	$ 51	$ 370
Net income (loss) per share available for common shareholders:					
Basic	$ (0.03)	$ 0.10	$ 0.01	$ 0.01	$ 0.02
Diluted	$ (0.03)	$ 0.10	$ 0.01	$ 0.01	$ 0.02
Weighted-average shares outstanding					
Basic	7,525	7,941	8,246	8,074	8,453
Diluted	7,525	8,354	8,701	8,486	8,935

The summary consolidated balance sheet data as of March 31, 2006 is presented:

- on an actual basis;
- on a pro forma basis to reflect:
  - the conversion of all of our outstanding preferred stock into 1,274,620 shares of our common stock upon the closing of this offering; and
- on a pro forma as adjusted basis to reflect:
  - the receipt by us of net proceeds of $ million from the sale of the shares of common stock offered by us in this offering at an assumed public offering price of $ per share, less underwriting discounts and commissions and estimated offering expenses payable by us; and
  - the payment by us of approximately $ million to repay our outstanding indebtedness and to pay other amounts due to Brown Brothers as described under "Use of Proceeds."

	As of March 31, 2006		
	Actual	Pro forma	Pro forma as adjusted
		(in thousands)	
Consolidated Balance Sheet Data:			
Cash, equivalents and short-term investments	$ 469	$	$
Current assets	11,426		
Total assets	26,461		
Revolving line of credit and current portion of long-term debt	1,517		
Current liabilities (excluding revolving line of credit and current portion of long-term debt)	4,808		
Long-term liabilities	1,277		
Total liabilities	7,602		
Common stock awards subject to repurchase feature	6,592		
Convertible preferred stock	2,191		
Common stock	86		
Additional paid-in capital	19,127		
Total stockholders' equity	12,267		

RISK FACTORS

An investment in our common stock involves a high degree of risk. You should carefully consider the risks and uncertainties described below and the other information in this prospectus, including our consolidated financial statements, the financial statements of Endomed, Inc. and the related notes to these financial statements included at the end of this prospectus, before making an investment decision. If any of the following risks or uncertainties actually occurs, our business, prospects, financial condition, results of operations or cash flows would likely suffer, possibly materially. In any such case, the trading price of our common stock could decline and you could lose all or part of your investment.

Risks Related to Our Business

We do not expect to achieve profitability in the near term, especially as we expand our direct sales force, conduct our clinical studies and acquire and develop new product offerings, businesses or technologies.

We expect to make substantial expenditures to expand our direct sales force, conduct our clinical studies and acquire and develop new product offerings, businesses or technologies. As a result, we do not expect to be profitable in the near term, and we will need to generate significant net sales in future periods to achieve and maintain profitability. Our ability to achieve and maintain profitability will be influenced by many factors, including:

- the level and timing of future sales and expenditures;
- market acceptance of our new products;
- the productivity of our direct sales force and distributors;
- the cost of our clinical studies;
- our ability to successfully acquire and develop competitive products;
- our ability to successfully integrate acquired businesses, products or technologies;
- the impact on our business of competing products, technologies and procedures;
- our ability to obtain regulatory approvals for our products in new markets;
- market and regulatory developments; and
- the cost of intellectual property challenges, if any.

We cannot assure you that we will achieve significant net sales or achieve and maintain profitability.

Our results of operations are substantially dependent on businesses and assets that we acquired from third parties, and if we experience difficulties in completing the integration of these acquisitions into our business, or if we do not realize the anticipated benefits of these acquisitions, then our financial condition and results of operations could be adversely affected.

Since 1998 we have completed six acquisitions, three of which were completed during the last three fiscal years. See “Business —Our History.” For the twelve months ended March 31, 2006, the product lines we acquired in these six acquisitions accounted for 65% of our total net sales. Accordingly, our operating results are largely dependent on these acquired product lines, and this dependence exposes us to risks and uncertainties.

For example, while our integration of these acquisitions is substantially complete, we have not yet completed the relocation of the manufacturing operations related to our Expedial Vascular Access

Graft, which we acquired from Credent Limited in April 2003, or the manufacturing operations related to our EndoFit Aortic Stent Graft, which we acquired from Endomed, Inc. in February 2005. We intend to manufacture each of these product lines solely in our Burlington, Massachusetts headquarters. These transfers of manufacturing activities may be expensive and are subject to the risk that we may not be successful in duplicating manufacturing processes in a timely manner. Due to our limited experience with manufacturing these devices ourselves, we may encounter difficulties or delays which could negatively impact product quality or impair our ability to manufacture sufficient quantities of the devices to satisfy demand, either of which in turn could have a material adverse effect on our financial condition or results of operations.

We also may experience other difficulties related to these acquisitions. For example, in connection with our Credent and Endomed acquisitions, we acquired ongoing clinical studies related to these devices. See “Business—Clinical Studies.” Our experience in conducting clinical studies is limited and we may experience difficulties or delays in transitioning these studies. Also, we may determine that the designs of these acquired studies do not meet our business objectives. Any difficulties or delays we experience in connection with these clinical studies could negatively impact our ability to obtain regulatory approval to market these devices in certain markets. In addition, the products that we have acquired may need to be improved in order to gain broader market acceptance. We have limited experience with certain technologies underlying the acquired products. There can be no assurance that we will be successful developing the desired product improvements in a timely manner, if at all.

Any of these difficulties could negatively impact our ability to realize the intended and anticipated benefits that we currently expect from our acquisitions and could have a material adverse effect on our financial condition and results of operations.

If we fail to expand our sales force, we could lose market share to our competitors and our results of operations could suffer.

We expect to use a portion of the proceeds from this offering to expand our direct sales force, particularly in markets where we believe we are currently underrepresented. For example, there are several large markets in the United States where we do not have any direct sales coverage. Outside the United States we rely on a small direct sales force in certain markets and also sell our products through independent sales distributors. Accordingly, there are a number of large markets where we believe we could expand or initiate direct sales coverage, such as Japan and France. We may not be able to find a sufficient number of qualified medical device sales personnel to adequately address these markets in a cost-effective manner. We compete for experienced medical device sales personnel with our competitors, many of which are larger and have greater resources than us and some of which may offer more attractive economic incentives than us. Even if we are able to attract sales personnel, we may not be able to effectively train and retain such personnel. There can be no assurance that we will succeed in expanding our sales force, and difficulties that we encounter could negatively affect our business.

If we fail to convert additional countries from distributor sales to direct sales, our results of operations could suffer.

We intend to convert selected countries from distributor sales to direct sales, which could result in disruptions in our sales. This transition may also have an adverse effect on our cash flow from

operations because distributors, unlike direct sales personnel, pay us for inventory that they stock for later sale. In addition, switching to a direct sales force may subject us to longer customer collection times and larger bad debt expense since we would be required to collect customer payments directly rather than through a distributor. Also, our distribution agreements are typically exclusive with terms of up to three years and renewable only by mutual agreement. These agreements may temporarily constrain our ability to convert certain countries from a distributor to a direct sales model. As a result, there can be no assurance that we will be successful in transitioning to a direct sales model in the countries that we select, and difficulties that we encounter in this transition could negatively affect our business.

If we are unable to expand our product offerings, we may not achieve our growth objectives and our results of operations could suffer.

We may not be able to compete effectively with our competitors unless we can keep pace with existing or new products and technologies in the vascular device market. Our success in developing and commercializing new products and new versions of our existing products is affected by our ability to:

- identify in a timely manner new market trends and customer needs;
- keep pace with technological changes and industry standards;
- obtain regulatory clearance or approval of new products and technologies;
- successfully develop cost-effective manufacturing processes for such products;
- commercially introduce such products and technologies; and
- achieve market acceptance.

If we are unable to expand our product offerings, we may not achieve our growth objectives and our results of operations could suffer.

Our results of operations could be negatively affected if we are unable to identify, negotiate, complete and integrate suitable acquisitions.

In order to expand our product offerings, we have acquired six businesses since 1998 and a key part of our strategy is to acquire additional businesses, products or technologies in the future. Our growth strategy depends in part upon our ability to identify, negotiate, complete and integrate suitable acquisitions. If we are unable to complete acquisitions on satisfactory terms, our growth objectives could be negatively affected.

Even if we complete acquisitions, we may experience:

- difficulties in integrating any acquired companies, personnel and products into our existing business;
- difficulties in integrating manufacturing operations into our existing business or successfully replicating manufacturing processes at new manufacturing facilities;
- difficulties or delays in transitioning clinical studies;
- diversion of our management’s time and attention from other business concerns;
- challenges resulting from limited or no direct prior experience in new markets or countries we may enter;
- higher costs of integration than we anticipated;

- difficulties in retaining key employees of the acquired business who are necessary to manage these acquisitions;
- difficulties in acquiring the right to and protecting intellectual property; or
- difficulties if the acquired company is remote or inconvenient to our Burlington, Massachusetts headquarters.

For any of these reasons or as a result of other factors we may not realize the anticipated benefits of acquisitions.

Existing or future acquisitions of new products or businesses could negatively affect our results of operations if we do not discover previously undisclosed liabilities.

In a future acquisition we could discover deficiencies withheld from us due to fraud or otherwise not uncovered in our due diligence prior to the acquisition, including deficiencies in internal controls, data adequacy and integrity, product quality and regulatory compliance, as well as undisclosed and product liabilities, any of which could result in us becoming subject to penalties or other liabilities. Any such undisclosed liabilities could have an adverse effect on our financial condition and results of operations.

Some of our devices have been recently introduced into the market and may not achieve market acceptance, which could adversely affect our business.

Some of our devices have been recently introduced into the market, and we can not assure you that they will achieve market acceptance. The same is true of new devices that we may acquire or internally develop in the future. The marketing of our products requires a significant amount of time and expense in order to identify and develop relationships with the physicians who may use our products, invest in training and education with these physicians and employ a sales force that is large enough to interact with the targeted physicians, with no assurance of success. In some cases, our devices may face competition from devices marketed by our competitors, and our customers may not prefer our device. In other cases, our devices may be used in new procedures and techniques and if physicians do not adopt these procedures and techniques, demand for these devices would fail to develop. For example, in 2004 we launched our InvisiGrip Vein Stripper, which did not achieve widespread market adoption because of competing products and techniques. If our products do not gain market acceptance, our business could be adversely affected.

If we are unable to manage the anticipated growth of our business, our financial condition and operating results could be adversely affected.

The growth that we have experienced, and may experience in the future, will continue to provide challenges to our organization. For example, since 1998 we have completed six acquisitions and we expect to pursue additional acquisitions in the future. As our operations expand, both in terms of scope and geographic coverage, we expect that we will need to manage additional relationships with various partners, suppliers and other organizations. We also will need to manage the corresponding growth of our manufacturing operations. Our ability to manage our operations and growth requires us to continue to improve our operational, financial and management controls and reporting systems and procedures, and may require us to transition to new enterprise management software. Such growth could place a strain on our administrative and operational infrastructure. We may not be able to make improvements to our management information and control systems in an efficient or timely manner, and we may discover deficiencies in existing systems and controls. If we cannot scale and manage our business appropriately, our anticipated growth may be impaired and our financial results could suffer.

We depend on single and limited source suppliers for some of the components to our products, and if any of those suppliers are unable or unwilling to supply them on acceptable terms, it could limit our ability to deliver our products to our customers on a timely basis or at all.

We rely on single and limited source suppliers for some of our important product components. For example, we obtain from a third party supplier all of the nitinol stents and from another third party supplier all of the stent graft delivery systems that are used in our EndoFit Aortic Stent Grafts. There are relatively few, or in some cases no, alternative, validated sources of supply for these components. We do not have supply agreements with any of these suppliers, and instead place orders on an as-needed basis. Any or all of these suppliers could discontinue the manufacture or supply of these components at any time. We do not carry a significant inventory of these components. Identifying and qualifying additional or replacement suppliers for any of these components, if required, may not be accomplished quickly or at all and could involve significant additional costs. Any supply interruption from our vendors or failure to obtain additional vendors for any of the components used to manufacture our products would limit our ability to manufacture our products, may result in production delays and increased costs and may limit our ability to deliver products to our customers. If we are unable to identify alternate sources of supply for the components, we would have to modify our products to use substitute components, which may cause delays in shipments, increase design and manufacturing costs and increase prices for our products. We can not assure you that any such modified products would be as effective as the predecessor products, or that such modified products would gain market acceptance. This could lead to customer dissatisfaction and damage to our reputation and could have an adverse effect on our financial condition and results of operations.

Any disruption in our manufacturing facilities could adversely affect our business and results of operations.

We operate manufacturing facilities in Burlington, Massachusetts and Phoenix, Arizona. These facilities and the manufacturing equipment we use to produce our products would be difficult to replace and could require substantial lead-time to repair or replace in the event of a natural or man-made disaster. In such event, we could not shift production to another manufacturing facility and we would be forced to rely on third party manufacturers. Although we possess insurance for damage to our property and the disruption of our business from casualties, such insurance may not be sufficient to cover all of our potential losses, including potential damage to our reputation, and may not continue to be available to us on acceptable terms, or at all. In addition, our growth may outpace our manufacturing capacity, in which event we would need to locate, obtain and build-out additional space. New or alternative facilities may not be available to us on acceptable terms. Even if we are able to identify such new or alternative facilities, we may incur additional costs and we may experience a disruption in the supply of our products until those facilities are available. Our lease for our Burlington, Massachusetts manufacturing facility expires in 2008, and we may not be able to renew this lease on terms acceptable to us or at all. We are in the process of relocating our manufacturing operations from Phoenix, Arizona, where we currently produce our EndoFit Aortic Stent Graft product line, to our Burlington, Massachusetts manufacturing facility. We expect to complete this transition in 2006. There can be no assurance that we will be successful in making this transition on a timely basis or at all. Any disruption in our manufacturing capacity could have an adverse impact on our ability to produce sufficient inventory to meet the demands of our customers, which could have an adverse effect on our financial condition and results of operations.

We depend on our senior management team and other key scientific, sales and technical personnel, and if we are unable to retain them or recruit additional qualified personnel we may not be able to manage our operations and meet our strategic objectives, which could have an adverse effect on our financial condition and results of operations.

We depend on the continued services of our senior management team and other key scientific, sales and technical personnel, as well as our ability to continue to attract and retain additional highly

qualified personnel. Our ability to retain our skilled labor force and our success in attracting and hiring new skilled employees will be a critical factor in determining whether we will be successful in the future. Each of our key employees may terminate their employment with us at any time. The loss of any of our senior management team or key employees could harm our business. We compete for such personnel with other companies, academic institutions, government entities and other organizations. We may not be able to meet our future hiring needs or retain existing personnel on acceptable terms. We could face significant challenges and risks in hiring, training, managing and retaining engineering and sales employees. Any loss or interruption of the services of our other key personnel could also significantly reduce our ability to effectively manage our operations and meet our strategic objectives because we cannot assure you that we would be able to find an appropriate replacement should the need arise. We maintain life insurance payable to us on our Chairman, President and Chief Executive Officer, George W. LeMaitre, but not on our other key personnel.

If we do not maintain our relationships with our physician customers, our growth may be limited and our business could be harmed.

Physicians typically influence the medical device purchasing decisions of the hospitals and other healthcare institutions in which they practice. Consequently, our relationships with our physician customers are critical to our continued growth. We believe that these relationships are based on our long-standing reputation and presence in the market for peripheral vascular devices, the quality of our product offerings and clinical outcomes, our marketing efforts and our presence at medical society meetings. Any actual or perceived diminution in our reputation, or the quality of our products or our failure or inability to maintain these other efforts could damage our current relationships, or prevent us from forming new relationships, with physicians and cause our growth to be limited and our business to be harmed.

Our primary focus on the needs of vascular surgeons could harm our business if interventional radiologists and interventional cardiologists perform a greater percentage of new procedures that replace those procedures traditionally performed by vascular surgeons, or if vascular surgeons increasingly specialize in procedures for which we do not sell devices.

The treatment of peripheral vascular disease is increasingly shifting from open vascular surgery to minimally invasive endovascular procedures. We market and sell our products primarily to vascular surgeons, who in addition to performing traditional open surgical procedures, in growing numbers also perform minimally invasive, image-guided interventional procedures for peripheral vascular disease. However, vascular surgeons may not adopt these procedures in the numbers we expect and instead these procedures may be largely performed by interventional radiologists and interventional cardiologists. Many of our competitors have focused their sales efforts on these interventionalists. If interventional radiologists and interventional cardiologists perform an increasing percentage of these new procedures than we expect, our net sales may decline and our business may be affected.

Moreover, demographic trends and other market factors, such as reimbursement rates, are driving vascular surgeons in the United States and potentially in other markets to increasingly specialize in certain kinds of procedures, such as endovascular therapies, the creation and maintenance of dialysis access sites and the treatment of varicose veins. Sometimes these physicians will discontinue performing other vascular procedures. If this trend continues, it could lead to the fragmentation of our customer base, which would reduce cross-selling opportunities and the efficiency of each sales call by our sales representatives, which in turn would negatively impact our business.

We face competition from other companies, technologies and alternative medical procedures, all of which could adversely impact our business, net sales and results of operations. Consolidation in the medical technology industry could exacerbate these risks.

The markets in which we compete are highly competitive, subject to change and significantly affected by new product introductions and other activities of industry participants. Although no one company competes against us in all of our product lines, a number of manufacturers of peripheral vascular devices have substantially greater capital resources, larger customer bases, broader product lines, larger sales forces, greater marketing and management resources, larger research and development staffs and larger facilities than ours, have established reputations with our target customers and have developed worldwide distribution channels that are more effective than ours. Our competitors could elect to devote additional resources to the markets in which we currently enjoy less competition. Also, although we currently have leading market positions in the markets for some of our products, this is not true for the markets for all of our products, in particular our endovascular and dialysis access products. Recent industry consolidation could make the competitive environment more difficult for smaller companies like ours. Because of the size of the vascular disease market opportunity, competitors and potential competitors have dedicated, and we believe will continue to dedicate, significant resources to aggressively promote their products. Also, new product developments that could compete with us more effectively are likely because the vascular disease market is characterized by extensive research efforts and technological progress. Competitors may develop technologies and products that are safer, more effective, easier to use, less expensive or more readily accepted than ours. Their products could make our technology and products obsolete or noncompetitive. Our competitors may also be able to achieve more efficient manufacturing and distribution operations than we can and may offer lower prices than we could offer profitably. In addition, many of our products face competition from alternative procedures which utilize a different kind of medical device that we do not currently sell. Any of these competitive factors could adversely impact our business, net sales and results of operations.

Our lack of customer purchase contracts makes it difficult to predict sales and plan manufacturing requirements, which could lead to lower net sales, higher expenses and reduced margins.

We do not have long-term purchase contracts with our hospital customers, who typically order products on an as-needed basis. As a result, it is difficult to accurately forecast our component and product requirements. Our manufacturing and operating expenses are largely based on anticipated sales volume and a significant portion of these expenses is and will continue to be fixed. We must plan production and order product components several months in advance of customer orders. In addition, lead-times for product components that we order vary significantly and depend on factors such as the specific supplier and demand for each component at any given time. These factors expose us to a number of risks, such as the following:

- if we overestimate our requirements, or experience shortages, we may be obligated to carry more inventory than we need;
- if we underestimate our requirements, we may have an insufficient product component inventory, which could disrupt manufacturing of our products and cause delays in shipments and net sales; and
- we may experience shortages of product components from time to time, which could delay the manufacturing and shipping of our products.

If any of the foregoing occur, it could lead to lower net sales, higher expenses and reduced margins.

Our business strategy relies on assumptions about the market for our products, which, if incorrect, could adversely affect our business prospects and profitability.

We are focused on the market for devices used to treat peripheral vascular disease. We believe that demographic trends point towards an increase in the need for our products. However, the projected demand for our products could materially differ from actual demand if our assumptions regarding these trends and acceptance of our products by the medical community prove to be incorrect or do not materialize or if drug therapies gain more widespread acceptance as a viable alternative treatment, which in each case could adversely affect our business prospects and profitability.

The use, misuse or off-label use of our products may result in injuries that lead to product liability suits, which could be costly to our business.

Although we offer training for physicians in the use of some of our products, we do not require that physicians be trained in the use of our products. Not requiring training specific to the use of our devices may expose us to greater risk of product liability if injuries occur during a procedure involving our products. In addition, if demand for our products continues to grow, less skilled surgeons will likely use the devices, potentially leading to an increased incidence of patient injury and an increased risk of product liability. The off-label use of our products may result in an increased risk of serious injuries or death.

If our products are defectively designed, manufactured or labeled, contain defective components or are misused, or if our products are found to have caused or contributed to injuries or death, we may become subject to costly litigation by our customers or their patients. Product liability claims could divert management's attention from our core business, be expensive to defend and result in sizable damage awards against us. Claims of this nature may also adversely affect our reputation, which could damage our position in the market and subject us to product recalls. As is the case with other medical device companies, product liability claims could be brought against us.

We cannot assure you that our product liability insurance coverage will be sufficient to satisfy any claim made against us. Further, we may not be able to maintain the same level of coverage, and we may not be able to obtain adequate coverage at a reasonable cost and on reasonable terms, if at all. Any product liability claim brought against us, with or without merit, could increase our product liability insurance rates or prevent us from securing coverage in the future. Additionally, if any such product liability claim or series of claims is brought against us for uninsured liabilities or is in excess of our insurance coverage, our business could be harmed.

The risks inherent in operating internationally and the risks of selling and shipping our products and of purchasing our components and products internationally may adversely impact our net sales, results of operations and financial condition.

We derive a significant portion of our net sales from operations in markets outside of the United States and Canada. For the year ended December 31, 2005 and the three months ended March 31, 2006, 35% and 36% of our net sales, respectively, were derived from our operations outside of the United States and Canada. Our international sales operations expose us and our representatives, agents and distributors to risks inherent in operating in foreign jurisdictions. These risks include:

- the imposition of additional U.S. and foreign governmental controls or regulations, including export licensing requirements, duties and tariffs and other trade restrictions;
- the risk of non-compliance with the Foreign Corrupt Practices Act by our sales representatives or our distributors;

- the imposition of U.S. and/or international sanctions against a country, company, person or entity with whom the company does business that would restrict or prohibit continued business with the sanctioned country, company, person or entity;
- a shortage of high-quality sales people and distributors;
- loss of any key personnel that possess proprietary knowledge, or who are otherwise important to our success in certain international markets;
- changes in third party reimbursement policies that may require some of the patients who receive our products to directly absorb medical costs or that may necessitate the reduction of the selling prices of our products;
- the imposition of restrictions on the activities of foreign agents, representatives and distributors;
- scrutiny of foreign tax authorities, which could result in significant fines, penalties and additional taxes being imposed on us;
- pricing pressure that we may experience internationally;
- laws and business practices favoring local companies;
- longer payment cycles;
- difficulties in enforcing agreements and collecting receivables through certain foreign legal systems;
- difficulties in enforcing or defending intellectual property rights;
- exposure to different legal and political standards; and
- political, economic and/or social instability.

We cannot assure you that one or more of these factors will not harm our business. Any material decrease in our international sales would adversely impact our net sales, results of operations and financial condition.

Any operations that we conduct in China will expose us to the risk of adverse changes in political, legal and economic policies of the Chinese government, which changes could reduce the demand for our products in China and materially and adversely affect our competitive position in China.

Although we currently do not market any of our products in China, we are currently conducting a clinical study to obtain approval from the Chinese State Food and Drug Administration to market our EndoFit Thoracic Stent Graft in China. If and when this product is approved for sale in China, we expect to initially market our device using one or more distributors. Conducting business in China, if we seek to enter that market, would expose us to a variety of risks and uncertainties that are unique to China. The Chinese economy differs from the economies of most developed countries in many respects, including:

- level of government involvement;
- economic structure;
- allocation of resources;
- level of development;
- inflation rates;

- growth rate; and
- control of foreign exchange.

The economy of China has been transitioning from a planned economy to a more market-oriented economy. Although in recent years the Chinese government has implemented measures emphasizing the utilization of market forces for economic reform, the reduction of state ownership of productive assets and the establishment of sound corporate governance in business enterprises, a substantial portion of productive assets in China is still owned by the Chinese government. In addition, the Chinese government continues to play a significant role in regulating industrial development. It also exercises significant control over China's economic growth through the allocation of resources, controlling payment of foreign currency-denominated obligations, setting monetary policy and providing preferential treatment to particular industries or companies. Efforts by the Chinese government to slow the pace of growth of the Chinese economy could result in decreased capital expenditure by hospitals, which in turn could reduce demand for our products. In addition, the Chinese legal system is a civil law system based on written statutes. Unlike common law systems, it is a system in which decided legal cases have little precedential value. In 1979, the Chinese government began to promulgate a comprehensive system of laws and regulations governing economic matters in general. Accordingly, we cannot predict the effect of future developments in the Chinese legal system, including the promulgation of new laws, changes to existing laws or the interpretation or enforcement thereof, or the preemption of local regulations by national laws.

Fluctuations in foreign currency exchange rates could result in declines in our reported sales and earnings.

Because the majority of our sales outside of the United States and Canada are denominated in local currencies, primarily Euros, and not in U.S. dollars, our reported sales and earnings are subject to fluctuations in foreign exchange rates. Changes in foreign currency rates negatively impacted sales by $0.2 million for the year ended December 31, 2005 and by $0.3 million for the three months ended March 31, 2006. We cannot predict the impact of foreign currency fluctuations and foreign currency fluctuations in the future may adversely affect our sales and earnings. At present, we do not manufacture our products outside the United States nor do we engage in hedging transactions to protect against uncertainty in future exchange rates between particular foreign currencies and the U.S. dollar.

We rely on our independent distributors to market and sell our products in select markets outside of the United States and Canada.

Sales of our products through independent distributors represented 14% of our net sales for the twelve months ended March 31, 2006. Our success in these markets depends largely upon marketing arrangements with distributors, in particular their sales and service expertise and relationships with their respective customers in the marketplace. Although we intend to replace some of these distributors with a direct sales force, this will take time and we may keep a distribution model in some markets. We do not control our distributors and they may not be successful in implementing our marketing plans.

Many of our distributors initially obtain and maintain foreign regulatory approval for sale of our products in their respective countries. We do not have long-term contracts with many of our distributors, and our distributors may terminate their relationships with us on little or no notice. In addition, some of our distributors are not required to purchase any minimum amount of products from us, may sell products that compete with ours or devote more efforts to selling other products, and may stop selling our products at any time. If we lose any of our significant distributors, if we fail to recruit and retain additional skilled distributors in these locations, or if our distributors devote more effort to

selling products other than ours, our operations could be adversely affected. We have experienced turnover with some of our distributors in the past that has adversely affected our short-term financial results while we transitioned to new distributors. Similar occurrences could happen in the future.

We may not achieve positive cash flow from operations and, as a result, we may require additional capital. Failure to attract additional capital on acceptable terms could impair our growth.

We may require additional capital to execute our strategies and further expand our business. If the proceeds from this offering together with cash available under our credit facility and cash generated internally are insufficient to fund our operations or our capital requirements, we will require additional debt or equity financing. If we raise additional capital through the issuance of debt, this debt will be senior to our outstanding shares of capital stock, including the shares of common stock offered in this offering, upon our liquidation. Financing may not be available or, if available, may not be available on terms satisfactory to us and could result in significant stockholder dilution. In addition, covenants in debt financing arrangements may restrict our ability to operate our business or obtain additional debt financing. These covenants may also require us to attain certain levels of financial performance and we may not be able to do so; any such failure may result in the acceleration of such debt and the foreclosure by our creditors on the collateral we used to secure the debt. We may also elect to raise additional funds through collaboration, licensing, marketing or similar arrangements, and these arrangements may require us to relinquish valuable rights to our products or proprietary technologies, or grant licenses that are not favorable to us. If we fail to obtain sufficient additional capital in the future, we could be forced to curtail our growth strategy by reducing or delaying capital expenditures and acquisitions, delaying or postponing our product development efforts, including clinical studies, selling assets, restructuring our operations or refinancing our indebtedness.

We rely on our management information systems for inventory management, distribution and other functions and to maintain our research and development and clinical data. If our information systems fail to adequately perform these functions or if we experience an interruption in their operation, our business and results of operations could be adversely affected.

The efficient operation of our business is dependent on our management information systems. We rely on our management information systems to effectively manage accounting, financial, human resources and sales and marketing functions; manage order entry, order fulfillment and inventory replenishment processes; and to maintain our research and development and clinical data. We do not maintain redundant management information systems. The failure of our management information systems to perform as we anticipate could disrupt our business and product development and could result in decreased sales, increased overhead costs, excess inventory and product shortages, causing our business and results of operations to suffer. In addition, our management information systems are vulnerable to damage or interruption from:

- earthquake, fire, flood and other natural disasters;
- terrorist attacks and attacks by computer viruses or hackers; and
- power loss or the failure of our network infrastructure, telecommunications network or the internet.

Any interruption in the use of our management information systems could have an adverse effect on our financial condition and results of operations.

From time to time we may become subject to tax audits or similar proceedings, and as a result we may owe additional taxes, interest and penalties in amounts that may be material.

We are subject to income taxes in many countries, jurisdictions and provinces, including the United States. In determining our global provision for income taxes, we are required to exercise judgment. Regularly, we make estimates where the ultimate tax determination is uncertain. While we believe our estimates are reasonable, we cannot assure you that the final determination of any tax audit or tax-related litigation will not be materially different from that reflected in our historical income tax provisions and accruals.

In February 2006, we received an audit notification from the Internal Revenue Service, or IRS, requesting materials relating to our 2004 federal tax return, including items related to our transfer pricing methodologies. We have been informed by the IRS that it will begin its audit in June 2006. The completion of the audit may require an extended period of time, depending on the complexity and extent of the IRS examination. The assessment of additional taxes, interest and penalties as a result of audits, litigation or otherwise, could be materially adverse to our current and future results of operations and financial condition.

In addition, we are subject to sales, use and similar taxes in many countries, jurisdictions and provinces, including those states in the United States where we maintain a physical presence or have a substantial nexus. These taxing regimes are complex. For example, in the United States, each state and local taxing authority has its own interpretation of what constitutes a sufficient physical presence or nexus to require the collection and remittance of these taxes. Similarly, each state and local taxing authority has its own rules regarding the applicability of sales tax by customer or product type. We are currently the subject of a California sales tax audit that was initiated in 2005. We had not previously paid sales tax in California because we mistakenly believed that our not-for-profit customers were exempt from sales tax in California and therefore did not owe sales tax.

At December 31, 2005, we accrued $0.5 million in our financial statements in connection with amounts we may owe upon final determination of the federal income tax and California sales tax audits. The assessment of additional taxes, interest and penalties as a result of audits, litigation or otherwise, could be materially adverse to our current and future results of operations and financial condition.

Ownership of our common stock by our vascular surgeon customers, including members of our scientific advisory board, could negatively impact our reputation and as a result, our business and results of operations could suffer.

The stockholders who own our common stock include members of our scientific advisory board and other vascular surgeons who may use our devices and may recommend our devices for purchase by the hospitals at which they perform surgical procedures. The fact that such professionals are also our stockholders could attract unfavorable attention of the public, regulatory authorities, and the media, especially if the surgeons have not disclosed their relationships with us. Such perceptions could harm our reputation and could cause our business and results of operations to suffer.

Risks Related to the Regulatory Environment

Our business is subject to complex, costly and burdensome regulations. We could be subject to significant penalties if we fail to comply.

The production and marketing of our products and our ongoing research and development and clinical trial activities are subject to extensive regulation and review by numerous governmental authorities both in the United States and abroad. U.S. and foreign regulations applicable to medical

devices are wide-ranging and govern, among other things, the testing, marketing and premarket clearance or approval of new medical devices, in addition to regulating manufacturing practices, reporting, promotion and advertising, importing and exporting, labeling and record keeping procedures.

Our failure to comply with applicable regulatory requirements could result in governmental agencies or a court taking action, including any of the following:

- issuing public warning letters to us;
- imposing fines and penalties on us;
- issuing an injunction preventing us from manufacturing or selling our products;
- bringing civil or criminal charges against us;
- delaying the introduction of our new products into the market;
- recalling, detaining or seizing our products; or
- withdrawing or denying approvals or clearances for our products.

If any or all of the foregoing were to occur, our business, results of operations and reputation could suffer.

If we cannot obtain and maintain approval from governmental agencies, we will not be able to sell our products.

Our products require premarket clearance or approval in the United States and in foreign countries where they are sold. Each medical device that we wish to market in the United States generally must receive either 510(k) clearance, unless it is exempt, or premarket application, or PMA, approval from the U.S. Food and Drug Administration, or FDA, before the product can be marketed or sold. Either process can be lengthy and expensive. The FDA's 510(k) clearance procedure, also known as "premarket notification," is the process used for our currently marketed products in the United States. This process usually takes from four to twelve months from the date the FDA receives the application, but may take significantly longer. Although we have obtained 510(k) clearances for all of our current products, our clearances may be revoked by the FDA if safety or effectiveness problems develop with the devices.

Our EndoFit and Expedial products are in the clinical study stage. Our Expedial device will likely require 510(k) clearance and our EndoFit device will require PMA approval before being commercially distributed in the United States. The PMA approval process is much more costly, lengthy and uncertain than the premarket notification process. It generally takes from one to three years from the date the application is submitted to, and filed with, the FDA, and may take even longer. Achieving premarket approval typically requires extensive clinical trials and may require the filing of numerous amendments with the FDA over time. If approved, PMA products also require additional approval of supplements for any change that affects safety or effectiveness before the modified device may be marketed. For example, even if we obtain FDA approval for the EndoFit Aorta-Uni-Iliac, or AUI, Stent Graft, we would need to conduct a separate clinical study and seek additional FDA approval to market our EndoFit Thoracic Stent Graft in the United States. Regulatory regimes in other countries similarly require approval or clearance prior to our marketing or selling products in those countries.

In order to successfully obtain regulatory approval for the EndoFit and Expedial devices, we will need to develop greater regulatory and clinical study expertise than we currently possess. This will require us to devote significant resources to the improvement of our regulatory compliance and clinical study processes, including the hiring of additional personnel with relevant experience. We may not be

able to find such experienced personnel or be able to devote the necessary resources. In addition, our inexperience in these areas may cause significant delays in or otherwise harm our ability to successfully complete the complex undertaking of obtaining regulatory approval for these devices.

Our new products or significantly modified marketed products could be denied 510(k) clearance and required to undergo the more burdensome PMA approval process. If we are unable to obtain additional clearances or approvals needed to market existing or new products in the United States or elsewhere, or to obtain these clearances or approvals in a timely fashion, our net sales, results of operations and financial condition may be adversely affected. Even if regulatory approval or clearance of a product is granted, the approval or clearance could limit the uses or the claims for which the product may be labeled and promoted, which may limit the market for our products.

Modifications to our marketed devices may require new regulatory clearances or premarket approvals, or may require us to cease marketing or recall the modified devices until clearances or approvals are obtained.

Any modification to a 510(k) cleared device that could significantly affect its safety or effectiveness, or would constitute a major change in its intended use, requires the submission of another 510(k) or PMA application to address the change. The FDA requires every manufacturer to make its own determination as to whether a modification requires a new 510(k) clearance or PMA. Although in the first instance we may determine that a change does not rise to a level of significance that would require us to make a submission, the FDA may review and disagree with our determination and can require us to submit a 510(k) or a PMA for a significant technological change or major change or modification in intended use. If the FDA requires us to submit a 510(k) or a PMA for any modification to a previously cleared device, we may be required to cease marketing the device, recall it, and not resume marketing until we obtain clearance or approval from the FDA for the modified version of the device. Delays in our receipt of regulatory clearance or approval will cause delays in our ability to sell our products, which could have a negative effect on our business, results of operations and prospects. Also, we may be subject to regulatory fines, penalties and/or other sanctions authorized by the Federal Food, Drug, and Cosmetic Act.

Our EndoFit and Expedial products are in clinical studies. If these clinical studies are unsuccessful, or if the FDA or other regulatory agencies do not accept the results of such studies, these products may not successfully come to market and our business prospects may suffer.

We currently have three ongoing clinical studies to support clearance or approval for products that we expect to contribute significantly to our sales in the future. These studies include a U.S. pilot study to support a possible PMA application for our EndoFit AUI Stent Graft, a Chinese clinical study to support approval from the Chinese State Food and Drug Administration, or SFDA, of our EndoFit Thoracic Stent Graft for marketing in China, and, finally, a U.S. clinical study to collect data to submit to the FDA in support of a possible 510(k) premarket notification for our Expedial Vascular Access Graft. We cannot assure you that these studies will be successful or that the FDA or SFDA or other relevant regulatory agencies will accept the results and approve or clear the devices for sale. Further, we continue to evaluate the potential financial benefits and costs of our clinical studies and the products being evaluated in them. If we determine that the costs associated with attaining regulatory approval of a product exceed the potential financial benefits of that product, or if the projected development timeline is inconsistent with our investment horizon, we may choose to stop a clinical study and/or the development of a product.

Our ability to market our products in the United States will depend upon a number of factors, including our ability to demonstrate the safety and effectiveness of our products with valid clinical data. Our ability to market our products outside of the United States is also subject to regulatory approval,

including our ability to demonstrate the safety of our products in the clinical setting. Our products may not be found to be safe and, where required, effective in clinical studies, and may not ultimately be approved for marketing by U.S. or foreign regulatory authorities. In particular, if we do not meet our study success criteria or obtain FDA approval or clearance with respect to our products, our future growth may be significantly hampered. Some of the products for which we are currently conducting studies are already approved for sale outside of the United States. As a result, while our studies are ongoing, unfavorable data may arise in connection with usage of our products outside the United States, which could adversely impact the approval of such products in the United States. Conversely, unfavorable data from clinical studies in the United States may adversely impact sales of our products outside of the United States. Our failure to develop safe and effective new products that are approved for marketing on a timely basis would have a negative impact on our sales.

If we or some of our suppliers fail to comply with the FDA's Quality System Regulation and other applicable postmarket requirements, our manufacturing operations could be disrupted, our product sales and profitability could suffer, and we may become subject to a wide variety of FDA enforcement actions.

After a device is placed on the market, numerous regulatory requirements apply. We are subject to inspection and marketing surveillance by the FDA to determine our compliance with all regulatory requirements. If the FDA finds that we have failed to comply with any regulatory requirements, it can institute a wide variety of enforcement actions.

We and some of our suppliers must comply with the FDA's Quality System Regulation, which governs the methods used in, and the facilities and controls used for, the design, testing, manufacture, control, quality assurance, installation, servicing, labeling, packaging, storage and shipping of medical devices. The FDA enforces the Quality System Regulation through unannounced inspections. We have been, and anticipate in the future being, subject to such inspections. If we or one of our suppliers fails a Quality System Regulation inspection, or if a corrective action plan adopted by us or one of our suppliers is not sufficient, the FDA may bring an enforcement action against us, and our operations could be disrupted and our manufacturing delayed.

In March 2006, the FDA inspected our facilities in Burlington, Massachusetts for three days. The inspection resulted in the issuance of a formal notification, or a Form FDA-483, listing three observations. Specifically, the FDA observed that we did not adequately document corrective and preventive actions taken by us to address quality problems, we did not identify all actions needed to prevent the recurrence of nonconforming product and other quality problems, and we had an incomplete procedure for implementing and recording actions taken to correct and prevent identified quality problems. While we have revised our procedures and conducted additional training to address the FDA's findings, we cannot assure you that we will be successful in implementing these changes or that the FDA will agree that our implementation is adequate. If the FDA finds that we are not in substantial compliance with the Quality System Regulation, the FDA may issue a public warning letter or take other enforcement action against us and our operations could be disrupted and our manufacturing delayed.

We are also subject to the FDA's general prohibition against promoting our products for unapproved or off-label uses and to the medical device reporting, or MDR, regulations that require us to report to the FDA if our products may have caused or contributed to a death or serious injury, or if our device malfunctions and a recurrence of the malfunction would likely result in a death or serious injury. We must also file reports with the FDA of some device corrections and removals and we must adhere to the FDA's rules on labeling and promotion. If we fail to comply with these or other FDA requirements or fail to take adequate corrective action in response to any significant compliance issue raised by the FDA, the FDA can take significant enforcement actions, which could harm our business, results of operations and our reputation.

In addition, most other countries require us to comply with manufacturing and quality assurance standards for medical devices that are similar to those in force in the United States before marketing and selling our products in those countries. If we fail to comply, we would lose our ability to market and sell our products in those foreign countries.

Even after receiving regulatory clearance or approval, our products may be subject to product recalls, which may harm our reputation and divert managerial and financial resources.

The FDA and similar governmental authorities in other countries have the authority to order mandatory recall of our products or order their removal from the market if the governmental entity finds that our products would cause serious adverse health consequences or death. A government mandated or voluntary recall by us could occur as a result of component failures, manufacturing errors or design defects, including labeling defects. For example, in 2005 we initiated three voluntary recalls. Two of these recalls related to packaging flaws that compromised the sterility of the products, and the third recall arose from a labeling error. Any future recall of our products may harm our reputation with customers and divert managerial and financial resources.

If we do not comply with foreign regulatory requirements to market our products outside the United States, our business will be harmed.

Sales of medical devices outside the United States are subject to international regulatory requirements that vary from country to country. These requirements and the amount of time required for approval may differ from our experiences with the FDA in the United States. In some cases, we rely on our non-U.S. distributors to obtain premarket approvals, complete product registrations, comply with clinical trial requirements and complete those steps that are customarily taken in the applicable jurisdictions to comply with governmental and quasi-governmental regulation. In the future, we expect to continue to rely on distributors in this manner in those countries where we continue to market and sell our products through them. Failure to satisfy these foreign regulations would impact our ability to sell our products in these countries and could cause our business to suffer. There can be no assurance that we will be able to obtain or maintain the required regulatory approvals in these countries.

Our products are regulated in the European Union under the European Medical Devices Directive (93/42/EEC). In order to market our medical devices in the European Union, we are required to obtain CE mark certification, which denotes conformity to the essential requirements of the Medical Devices Directive.

We have received CE mark certification to sell all of our products. Currently, we are awaiting revised CE mark certificates from our Notified Body for certain products the manufacturing of which has been transferred to our Burlington, Massachusetts facility. A Notified Body is an independent third party designated by governmental authorities to assess conformity with the Medical Devices Directive.

There can be no assurance that we will be able to obtain a CE mark for new products in the future or for modifications to our existing products or in the manufacturing of our products, and obtaining a CE mark may involve a significant amount of time and expense, stringent clinical and preclinical testing, or modification of our products, or result in limitations being placed on the use of our products in order to obtain approval.

Maintaining a CE mark is contingent upon our continued compliance with applicable European medical device requirements, including limitations on advertising and promotion of medical devices and requirements governing the handling of adverse events. There can be no assurance that we will be successful in maintaining the CE mark for any of our current products. In particular, adverse event reporting requirements in the European Union mandate that we report incidents which led to death or

serious deterioration in health, or incidents which could have led to death or serious deterioration in health. Under certain circumstances, we could be required to initiate a recall or removal of our product from the market in order to address product deficiencies or malfunctions. Any recall of our products may harm our reputation with customers and divert managerial and financial resources.

Failure to receive or maintain approval would prohibit us from selling these products in member countries of the European Union, and would require significant delays in obtaining individual country approvals. If we do not receive or maintain these approvals, our business could be harmed.

Our manufacturing facilities are subject to periodic inspection by European regulatory authorities and Notified Bodies, and we must demonstrate compliance with the Medical Devices Directive. Any failure by us to comply with European requirements in this regard may entail our taking corrective action, such as modification of our policies and procedures. In addition, we may be required to cease all or part of our operations for some period of time until we can demonstrate that appropriate steps have been taken. There can be no assurance that we will be found in compliance with such standards in future audits. Our failure to comply may have a material adverse effect on our business, financial condition and results of operations.

If we fail to comply with healthcare regulations, we could face substantial penalties and our business, operations and financial condition could be adversely affected.

While we do not control referrals of healthcare services, and we do not receive payments directly from Medicare, Medicaid or other third party payors, healthcare laws and regulations apply broadly and may apply to our business. We could be subject to healthcare fraud and patient privacy regulation by the federal government, the states and the international jurisdictions in which we conduct our business. The regulations that may affect our ability to operate include:

- the federal healthcare programs Anti-Kickback Statute, which constrains, among other things, our marketing practices, educational programs, pricing and discounting policies and relationships with healthcare providers by prohibiting persons from soliciting, receiving or providing remuneration, directly or indirectly, to induce either the referral of an individual, for an item or service or the purchasing, recommending, furnishing or arranging for an item or service, for which payment may be made under a federal healthcare program such as the Medicare or Medicaid programs;
- federal false claims laws which prohibit, among other things, individuals or entities from knowingly presenting, or causing to be presented, claims for payment from Medicare, Medicaid, or other third party payors that are false or fraudulent, and which may apply to entities like us, because we provide coding and billing advice to customers;
- the federal Health Insurance Portability and Accountability Act of 1996, or HIPAA, which prohibits executing a scheme to defraud any healthcare benefit program or making false statements relating to health care matters and which also imposes regulatory and contractual requirements relating to the privacy, security and transmission of individually identifiable health information;
- state laws analogous to each of the above federal laws, such as anti-kickback and false claims laws that may apply to items or services reimbursed by non-governmental third party payors, including commercial insurers, and state laws governing the privacy of health information in certain circumstances, many of which differ from each other in significant ways and often are not preempted by HIPAA, thus complicating compliance efforts;
- federal physician self-referral prohibitions, such as The Ethics in Patient Referral Act of 1989, commonly referred to as the federal physician self-referral law or the Stark law, which under

certain circumstances prohibit physicians from referring patients for services paid for by Medicare or Medicaid to any entity in which the physician or an immediate family member has an ownership, compensation or other financial interest, unless a specific statutory or regulatory exception applies; and

- international regulations similar in nature and scope to the above-referenced requirements, including the European Union directive on data privacy, which imposes restrictions on the collection, use, disclosure and processing of personal data.

While we believe that our present and past operations are and have been compliant in all material respects with the laws and regulations described above, there can be no assurance that we will not be found to be, or found to have been, in violation of any of such laws or regulations and as a result we may be subject to penalties, including civil and criminal penalties, damages, fines and the curtailment or restructuring of our operations. Any penalties, damages, fines, curtailment or restructuring of our operations could adversely affect our ability to operate our business and our financial results. The risk of our being found in violation of these laws or regulations is increased by the fact that many of them have not been fully interpreted by the regulatory authorities or the courts, and their provisions are open to a variety of interpretations. Any action against us for violation of these laws or regulations, even if we successfully defend against them, could cause us to incur significant legal expenses and divert our management's attention from the operation of our business.

Compliance with environmental laws and regulations could be expensive. Failure to comply with environmental laws and regulations could subject us to significant liability.

Our manufacturing operations and our research and development programs involve the use of hazardous substances and are subject to a variety of federal, state and local environmental laws and regulations relating to the storage, use, discharge, disposal, remediation of, and human exposure to, hazardous substances. Our research and development and manufacturing operations produce biological waste materials, such as human and animal tissue, and waste solvents, such as isopropyl alcohol. Regulatory authorities permit these operations, and the resulting waste materials are disposed of in material compliance with environmental laws and regulations. Compliance with these laws and regulations is expensive and non-compliance could result in substantial liabilities, which could exceed our insurance coverage. In addition, our manufacturing operations may result in the release, discharge, emission or disposal of hazardous substances that could cause us to incur substantial liabilities, including costs for investigation and remediation.

We cannot assure you that violations of these laws and regulations will not occur in the future or have not occurred in the past as a result of human error, accidents, equipment failure or other causes. The expense associated with environmental regulation and remediation could harm our financial condition and operating results.

Inadequate levels of reimbursement from governmental or other third party payors for procedures using our products may cause our net sales to decline.

Sales of our products depend in part on the reimbursement by governmental and private healthcare payors to our hospital and physician customers or their patients for the purchase and use of our products. In the United States, healthcare providers that purchase our products generally rely on third party payors, principally federal Medicare, state Medicaid and private health insurance plans, to pay for all or a portion of the cost of procedures. Any delays in obtaining, or an inability to obtain, payor coverage and reimbursement for our products or the services in which our products are used could have a material adverse effect on our business. In addition, if the reimbursement policies of domestic or foreign governmental or private health care payors change, our customers would likely change their purchasing patterns or the frequency of their purchases of the affected products.

Changes in healthcare systems in the United States or elsewhere could adversely affect the demand for our products, as well as the way we conduct business. Third party payors have adopted, and are continuing to adopt, a number of healthcare policies intended to curb rising healthcare costs. These policies include:

- controls on government-funded reimbursement for healthcare services and price controls on medical products and services providers;
- limitations on coverage and reimbursement for new medical technologies and procedures; and
- the introduction of managed care or prospective payment systems in which healthcare providers contract to provide comprehensive healthcare for a fixed reimbursement amount per person or per procedure.

We are unable to predict whether federal, state or local healthcare reform legislation or regulation, or private payor policies, affecting our business may be proposed or enacted in the future, or what effect any such legislation, regulation or policies would have on our business. Any such legislation, regulation or policies that affect the coverage and reimbursement of our current or future products, or the procedures utilizing our current or future products, could cause our net sales to decline.

Outside of the United States, reimbursement systems vary significantly by country. Many foreign markets have government-managed healthcare systems that govern reimbursement for new devices and procedures. In most markets, there are private insurance systems as well as government-managed systems. Additionally, some foreign reimbursement systems provide for limited payments within a given period. These systems are subject to the same pressures to curb rising healthcare costs and control healthcare expenditures as those in the United States. If adequate levels of reimbursement from third party payors outside of the United States are not obtained, sales of our products outside of the United States may decrease and we may fail to achieve or maintain significant non-U.S. sales.

Risks Related to Intellectual Property

If we fail to adequately protect our intellectual property rights, and prevent its use by third parties, we could lose a significant competitive advantage and our business may suffer.

Our success depends in part on obtaining, maintaining and enforcing our patents, trademarks and other proprietary rights, and our ability to avoid infringing on the proprietary rights of others. We take precautionary steps to protect our technological advantages and intellectual property. We rely upon patent, trade secret, copyright, know-how and trademark laws, as well as license agreements and contractual provisions, to establish our intellectual property rights and protect our products. These measures may only afford limited protection and may not:

- prevent our competitors from duplicating our products;
- prevent our competitors from gaining access to our proprietary information and technology; or
- permit us to gain or maintain a competitive advantage.

The issuance of a patent is not conclusive as to its validity or enforceability. Any patents we have obtained or will obtain in the future might also be invalidated or circumvented by third parties. In addition, our pending patent applications may not issue as patents or, if issued, may not provide commercially meaningful protection, as competitors may be able to design around our patents to

produce alternative, non-infringing designs. Should such challenges to our patents be successful, competitors might be able to market products and use manufacturing processes that are substantially similar to ours. Additionally, we may not be able to effectively protect our rights in unpatented technology, trade secrets and confidential information. We have a policy of requiring key employees and consultants and corporate partners with access to trade secrets or other confidential information to execute confidentiality agreements. Our confidentiality agreements also require our employees to assign to us all rights to any inventions made or conceived during their employment with us. We also generally require our consultants to assign to us any inventions made during the course of their engagement by us. There can be no assurance, however, that these agreements will provide meaningful protection or adequate remedies for us in the event of unauthorized use, transfer or disclosure of confidential information or inventions.

In addition, the laws of foreign countries may not protect our intellectual property rights effectively or to the same extent as the laws of the United States. If our intellectual property rights are not adequately protected, we may not be able to commercialize our technologies, products or services and our competitors could commercialize similar technologies, which could result in a decrease in our sales and market share.

If third parties claim that we infringe upon their intellectual property rights, we may incur liabilities and costs, and we may have to redesign or discontinue selling the affected product.

The medical device industry is litigious with respect to patents and other intellectual property rights. Companies operating in our industry routinely seek patent protection for their product designs, and many of our principal competitors have large patent portfolios. Companies in the medical device industry have used intellectual property litigation to gain a competitive advantage. Whether a product infringes a patent involves complex legal and factual issues, the determination of which is often uncertain. We face the risk of claims that we have infringed on third parties' intellectual property rights, and we cannot assure you that our products or methods do not infringe the patents or other intellectual property rights of third parties. Prior to launching major new products in our key markets, we typically evaluate existing intellectual property rights. However, our competitors may also have filed for patent protection that is not as yet a matter of public knowledge or claim trademark rights that have not been revealed through our availability searches. Our efforts to identify and avoid infringing on third parties' intellectual property rights may not always be successful. Any claims of patent or other intellectual property infringement, even those without merit, could:

- be expensive and time consuming to defend;
- result in us being required to pay significant damages to third parties for past use of the asserted intellectual property;
- harm our reputation;
- cause us to cease making or selling products that incorporate the challenged intellectual property;
- require us to redesign, reengineer or rebrand our products, which may not be possible and could be costly and time consuming if it is possible to do so at all;
- require us to enter into royalty or licensing agreements in order to obtain the right to use a third party's intellectual property, which agreements may not be available on terms acceptable to us or at all;
- divert the attention of our management and key personnel from other tasks important to the success of our business; or
- result in our customers or potential customers deferring or limiting their purchase or use of the affected products until resolution of the litigation.

It is also possible that one of our competitors could claim that our manufacturing process violates an existing patent. If we were unsuccessful in defending such a claim, we may be forced to stop production at our manufacturing facility.

In addition, new patents obtained by our competitors could threaten a product's continued life in the market even after it has already been introduced. If our business is successful, the possibility may increase that others will assert infringement claims against us.

In addition, we may become subject to interference proceedings conducted in the United States Patent Office or opposition proceedings conducted in foreign patent offices challenging the priority of invention or the validity of our patents. For example, Boston Scientific Corporation initiated opposition proceedings in 2005 and 2006, respectively, in the European Patent Office to oppose the Company's granted European patent number 1,202,682, related to an expanded polytetrafluoroethylene, or ePTFE, intraluminal device such as certain EndoFit stents, and to oppose the Company's granted European patent number 1,148,838, related to an ePTFE vascular prosthesis such as certain EndoFit stents. Depending on the course of the opposition proceedings, the granted patent claims in each patent may survive unchanged, may be amended or may be cancelled. We can not assure you that we will be successful in defending these oppositions.

We may become involved in lawsuits and administrative proceedings to protect, defend or enforce our patents that would be expensive and time consuming.

In order to protect or enforce our patent rights, we may initiate patent litigation or interference or opposition proceedings against third parties in the United States or in foreign countries. The defense of intellectual property rights, including patent rights through lawsuits, interference or opposition proceedings, and other legal and administrative proceedings can be costly and can divert our technical and management personnel from their normal responsibilities. Such costs increase our operating losses and reduce our resources available for development activities. An adverse determination of any litigation or defense proceedings could put one or more of our patents at risk of being invalidated or interpreted narrowly and could put our patent applications at risk of not issuing.

Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our confidential information could be compromised by disclosure during this type of litigation. For example, during the course of this kind of litigation and despite protective orders entered by the court, confidential information may be inadvertently disclosed in the form of documents or testimony in connection with discovery requests, depositions or study testimony. This disclosure could materially adversely affect our business and financial results.

If we fail to observe the terms of our agreements with third party patent holders, including our agreement with Bard Peripheral Vascular, Inc., we may lose the ability to manufacture, market or sell some of our products. Our arrangement with Bard also precludes us from assigning the agreement to a third party, including in connection with the sale of more than 30% of our capital stock or all or substantially all of our assets, without the prior consent of Bard.

Certain aspects of our products are the subject of patents held by third parties. We manufacture, market and sell these products pursuant to license agreements with these third parties. These arrangements require us to pay royalties, typically determined as a percentage of our net sales for the underlying product. If we fail to make these payments or otherwise fail to observe the terms of these agreements, we may lose our ability to sell these products. For example, we manufacture, market and sell our EndoFit Aortic Stent Graft pursuant to a sublicense we receive from Bard Peripheral Vascular, Inc., a subsidiary of C.R. Bard, Inc., to a U.S. patent covering aspects of ePTFE. Our arrangement with

Bard precludes us from assigning the agreement to a third party, including in connection with the sale of more than 30% of our capital stock or all or substantially all of our assets, without the prior consent of Bard. The loss by us of our right to manufacture, market and sell our EndoFit Aortic Stent Graft could adversely affect our business and results of operations, perhaps materially.

Risks Related to Our Common Stock and this Offering

We have broad discretion in the use of proceeds from this offering.

We intend to use the net proceeds of this offering to repay our outstanding indebtedness and to pay other amounts due to Brown Brothers, to finance our working capital needs, including the hiring of additional sales personnel, the funding of our clinical studies and the expansion of our manufacturing and research and development capabilities, and for general corporate purposes. We may also use a portion of our net proceeds to acquire complementary products, technologies or businesses. See “Use of Proceeds.” Within those categories, our management will have broad discretion over the use and investment of the net proceeds of this offering, and accordingly investors in this offering will need to rely upon the judgment of our management with respect to the use of proceeds, with only limited information concerning management’s specific intentions.

There is no public market for our common stock, and an active trading market may not develop or be sustained after this offering is completed.

Before this offering there was no public market for shares of our common stock. An active trading market may not develop or be sustained following completion of this offering. The initial public offering price of the shares offered by this prospectus will be determined by negotiations between us and representatives of the underwriters. The price may bear no relationship to the price at which our common stock will trade upon completion of this offering. The stock market has experienced significant price and volume fluctuations. Fluctuations or decreases in the trading price of our common stock may adversely affect your ability to trade your shares.

Our stock price may be volatile, and your investment in our common stock could suffer a decline in value.

There has been significant volatility in the market price and trading volume of equity securities, which is unrelated to the financial performance of the companies issuing the securities. These broad market fluctuations may negatively affect the market price of our common stock. You may not be able to resell your shares at or above the initial public offering price due to fluctuations in the market price of our common stock caused by changes in our operating performance or prospects and other factors.

Some specific factors that may have a significant effect on our common stock market price include:

- actual or anticipated fluctuations in our operating results or future prospects;
- our announcements or our competitors’ announcements of new products;
- the public’s reaction to our press releases, our other public announcements and our filings with the Securities and Exchange Commission, or SEC;
- strategic actions by us or our competitors, such as acquisitions or restructurings;
- new laws or regulations or new interpretations of existing laws or regulations applicable to our business;
- changes in accounting standards, policies, guidance, interpretations or principles;

- changes in our growth rates or our competitors' growth rates;
- developments regarding our patents or proprietary rights or those of our competitors;
- our inability to raise additional capital;
- public concern as to the safety or efficacy of our products;
- changes in financial markets or general economic conditions, including those resulting from war, incidents of terrorism and responses to such events;
- sales of common stock by us, our directors, officers or principal stockholders; and
- changes in stock market analyst recommendations or earnings estimates regarding our common stock, other comparable companies or our industry generally.

In the past, following periods of volatility in the market price of a company's securities, securities class action litigation has often been instituted. A securities class action suit against us could result in substantial costs and divert our management's attention and resources that would otherwise be used to benefit the future performance of our business.

Our quarterly operating results are volatile, which may cause our stock price to decline.

Our quarterly results of operations have varied significantly in the past and are likely to vary significantly in the future due to a number of factors, many of which are outside of our control, including:

- changes in our ability to obtain products and product components that are manufactured for us by third parties, as well as variations in prices of these products and product components;
- delays in the development or commercial introduction of new versions of our products or components we use in our products;
- our ability to attain and maintain production volumes and quality levels for our products and product components;
- effects of domestic and foreign economic conditions on our industry and/or customers;
- changes in the demand for our products;
- changes in the mix of products we sell;
- strategic actions by us, such as acquisitions of additional businesses, products or technologies;
- delays in obtaining regulatory clearance for new versions of our products;
- increased product and price competition;
- changes in the availability of third party reimbursement for our products;
- the loss of key sales personnel or distributors; and
- seasonality in the sales of our products.

Due to the factors summarized above, we do not believe that period-to-period comparisons of our results of operations are necessarily meaningful, or should necessarily be relied upon to predict future results of operations. Also, it is possible that in future periods, our results of operations may not meet the expectations of investors or analysts or any published reports or analyses regarding LeMaitre Vascular. In that event, the price of our common stock could decline.

Our directors, officers and principal stockholders have significant voting power and may take actions that may not be in the best interests of our other stockholders.

After this offering, our directors, officers and principal stockholders each holding more than 5% of our common stock collectively will control approximately % of our outstanding common stock, assuming the exercise of all options held by such persons and without giving effect to the purchase of shares by any such persons in this offering. As a result, these stockholders, if they act together, would be able to control the management and affairs of our company and most matters requiring stockholder approval, including the election of directors and approval of significant corporate transactions. This concentration of ownership may have the effect of delaying or preventing a change in control, might adversely affect the market price of our common stock and may not be in the best interests of our other stockholders.

Future sales of our common stock in the public market could lower our share price.

We and our existing stockholders may sell additional shares of common stock into the public markets after this offering. We may also issue convertible equity or debt securities to raise capital in the future. After the consummation of this offering, we will have shares of common stock outstanding. Of these shares, , or % of our total outstanding shares, will be restricted from immediate resale under the "lock-up" agreements between all of our current stockholders and the underwriters described in "Underwriting," but may be sold into the market after those "lock-up" restrictions expire or if they are waived by Goldman, Sachs & Co. in its sole discretion. The shares subject to the "lock-up" restrictions will generally become available for sale at various times following the expiration of the lock-up agreements, which, subject to extension in certain circumstances, is 180 days after the date of this prospectus, subject to volume limitations and manner-of-sale requirements under Rule 144 of the Securities Act of 1933, as amended, or the Securities Act.

Upon consummation of this offering, Housatonic Partners will have piggyback registration rights which entitles them to notice of registration of our securities under the Securities Act for our own account or the account of any other holder and to include shares of our common stock owned by them into a registration statement under the Securities Act covering the resales of its shares any time after the date that is 180 days after the date of this prospectus, subject to extension in certain circumstances. These shares will represent approximately % of our outstanding common stock, or shares, upon consummation of this offering.

In addition, after this offering, we also intend to register shares of common stock for future issuance under our equity incentive plans. Upon the completion of this offering, options to purchase shares of common stock will be issued and outstanding, of which would have been immediately exercisable as of , 2006.

Future acquisitions that we make may be dilutive to our current stockholders.

Following this offering, we intend to pursue the acquisition of complementary products, technologies or businesses, and in connection with these acquisitions we may use substantial portions of our available cash or make dilutive issuances of securities. In addition, an acquisition could impair our operating results by causing us to incur debt or requiring us to recognize acquisition expenses or amortize, depreciate or impair acquired assets. This debt would be senior to our outstanding shares of capital stock, including the shares of common stock offered in this initial public offering, upon our liquidation.

The requirements of being a public company may strain our resources and distract management.

As a public company, we will be subject to the reporting requirements of the Securities Exchange Act of 1934, as amended, or the Exchange Act, the Sarbanes-Oxley Act of 2002 as well as other federal and state laws. These requirements may place a strain on our people, systems and resources. The Exchange Act requires that we file annual, quarterly and current reports with respect to our business and financial condition. The Sarbanes-Oxley Act requires that we maintain effective disclosure controls and procedures and internal controls over financial reporting. In order to maintain and improve the effectiveness of our disclosure controls and procedures and internal controls over financial reporting, significant resources and management oversight will be required. This may divert management's attention from other business concerns, which could have a material adverse effect on our business, financial condition, results of operations and cash flows.

We will be exposed to risks relating to evaluations of controls required by Section 404 of the Sarbanes-Oxley Act.

Changing laws, regulations and standards relating to corporate governance and public disclosure, including the Sarbanes-Oxley Act and related regulations implemented by the SEC and the Nasdaq National Market, are creating uncertainty for public companies, increasing legal and financial compliance costs and making some activities more time consuming. We will be evaluating our internal controls systems to allow management to report on, and our independent auditors to attest to, our internal controls. We will be performing the system and process evaluation and testing (and any necessary remediation) required to comply with the management certification and auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act. While we anticipate being able to fully implement the requirements relating to internal controls and all other aspects of Section 404 by December 31, 2007, the deadline for such compliance, we cannot be certain as to the timing of completion of our evaluation, testing and remediation actions or the impact of the same on our operations since there is presently no precedent available by which to measure compliance adequacy. If we are not able to implement the requirements of Section 404 in a timely manner or with adequate compliance, we may be subject to sanctions or investigation by regulatory authorities, including the SEC or the Nasdaq National Market. This type of action could adversely affect our financial results or investors' confidence in our company and our ability to access capital markets, and could cause our stock price to decline. In addition, the controls and procedures that we will implement may not comply with all of the relevant rules and regulations of the SEC and the Nasdaq National Market. If we fail to develop and maintain effective controls and procedures, we may be unable to provide the required financial information in a timely and reliable manner.

As a new investor, you will experience immediate and substantial dilution in net tangible book value.

The initial public offering price per share of our common stock will exceed the net tangible book value per share of our common stock immediately after this offering. Accordingly, if you purchase common stock in this offering, you will incur immediate dilution in pro forma net tangible book value of approximately $ per share. If the holders of outstanding options for our common stock exercise these options in the future, you will incur further dilution.

Our corporate documents and Delaware law contain provisions that could discourage, delay or prevent a change in control of our company.

Provisions in our restated certificate of incorporation and restated bylaws may discourage, delay or prevent a merger or acquisition involving us that our stockholders may consider favorable. For

example, our restated certificate of incorporation authorizes our board of directors to issue up to 5,000,000 shares of "blank check" preferred stock. Without stockholder approval, the board of directors has the authority to attach special rights, including voting and dividend rights, to this preferred stock. With these rights, preferred stockholders could make it more difficult for a third party to acquire us. In addition, our restated certificate of incorporation provides for a staggered board of directors, whereby directors serve for three year terms, with approximately one third of the directors coming up for reelection each year. Having a staggered board will make it more difficult for a third party to obtain control of our board of directors through a proxy contest, which may be a necessary step in an acquisition of us that is not favored by our board of directors.

After this offering, we will also be subject to the anti-takeover provisions of Section 203 of the Delaware General Corporation Law. Under these provisions, if anyone becomes an "interested stockholder," we may not enter into a "business combination" with that person for three years without special approval, which could discourage a third party from making a takeover offer and could delay or prevent a change of control. For purposes of Section 203, "interested stockholder" means, generally, someone owning 15% or more of our outstanding voting stock or an affiliate of ours that owned 15% or more of our outstanding voting stock during the past three years, subject to certain exceptions as described in Section 203.

We do not expect to pay cash dividends in the foreseeable future, and any return on investment may be limited to the value of our stock.

We do not anticipate paying cash dividends in the foreseeable future. The payment of cash dividends will depend on our earnings, capital requirements, financial condition, prospects and other factors our board of directors may deem relevant and may also be restricted by contractual agreements. If we do not pay dividends, our stock may be less valuable because a return on your investment will only occur if our stock price appreciates.

If equity research analysts do not publish research or reports about our business or if they issue unfavorable commentary or downgrade our common stock, the price of our common stock could decline.

The trading market for our common stock will rely in part on the research and reports that equity research analysts publish about us and our business. We do not control these analysts. The price of our stock could decline if one or more equity analysts downgrade our stock or if those analysts issue other unfavorable commentary or cease publishing reports about us or our business. You should not rely on the content of these reports in making decisions regarding the purchase or sale of our stock.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements that involve substantial risks and uncertainties. All statements, other than statements of historical facts, included in this prospectus regarding our strategy, future operations, future financial position, future net sales, projected costs, projected expenses, prospects and plans and objectives of management are forward-looking statements. The words "anticipates," "believes," "estimates," "expects," "intends," "may," "plans," "projects," "will," "would" and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words. We have based these forward-looking statements on our current expectations and projections about future events. Although we believe that the expectations underlying any of our forward-looking statements are reasonable, these expectations may prove to be incorrect and all of these statements are subject to risks and uncertainties. Should one or more of these risks and uncertainties materialize, or should underlying assumptions, projections or expectations prove incorrect, actual results, performance or financial condition may vary materially and adversely from those anticipated, estimated or expected. We have identified below some important factors that could cause our forward-looking statements to differ materially from actual results, performance or financial conditions:

- the unpredictability of our quarterly net sales and results of operations;
- the ability to keep pace with a rapidly evolving marketplace and to develop or acquire and then successfully market new and enhanced products;
- a highly competitive market for medical devices;
- the effect of disaster at our manufacturing facility;
- loss of any significant suppliers, especially sole-source suppliers;
- our inability to adequately grow our operations and attain sufficient operating scale;
- our inability to obtain adequate profit margins;
- our inability to effectively protect our intellectual property and not infringe on the intellectual property of others;
- possible product liability lawsuits and product recalls;
- inadequate levels of third party reimbursement to healthcare providers;
- our ability to initiate or complete clinical studies for our products;
- our ability to obtain and maintain U.S. and foreign regulatory clearance for our products and our manufacturing operations;
- our inability to raise sufficient capital when necessary or at satisfactory valuations;
- loss of key personnel; and
- other factors discussed elsewhere in this prospectus.

We may not actually achieve the plans, intentions or expectations disclosed in our forward-looking statements and you should not place undue reliance on our forward-looking statements. We have included important factors in the cautionary statements included in this prospectus, particularly in the section entitled "Risk Factors" that we believe could cause actual results or events to differ materially from the forward-looking statements that we make. Our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures or investments we may make. We do not assume any obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

USE OF PROCEEDS

We estimate that we will receive net proceeds from this offering of approximately $ million, based on an assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover of this prospectus, and after deducting the underwriting discounts and commissions and estimated offering expenses payable by us. A $1.00 increase (decrease) in the assumed initial public offering price of $ would increase (decrease) the net proceeds to us from this offering by $ million, assuming the number of shares offered by us, as set forth on the cover of this prospectus, remains the same and after deducting the underwriting discounts and commissions and estimated offering expenses payable by us. If the underwriters' overallotment option is exercised in full, we estimate the net proceeds payable to us will be approximately $ million. We will not receive any of the proceeds from the sale of shares by the selling stockholder.

We currently estimate that of the net proceeds we receive from this offering we will spend approximately $ million to repay outstanding indebtedness to Brown Brothers. This amount includes approximately $ in aggregate principal and interest outstanding as of , 2006 under our term loan with Brown Brothers, which term loan currently bears interest at 8.5% per annum and matures on April 11, 2008. The term loan may be prepaid in whole or in part without penalty.

The amount of outstanding indebtedness that we expect to repay with the proceeds we receive from this offering also includes approximately $ in aggregate principal and interest outstanding as of , 2006 under our revolving line of credit with Brown Brothers, which revolving line of credit currently bears interest at 8.0% per annum and matures upon the earlier of demand and acceleration by Brown Brothers following the occurrence of an event of default or February 8, 2008. The revolving line of credit may be prepaid in whole or in part without penalty. We used the proceeds we received from this revolving line of credit during the past year to pay $0.2 million on June 2, 2006 in partial consideration of our acquisition of the AnastoClip product line and related operations from Tyco Healthcare Group L.P. and $0.2 million on May 26, 2006 in partial consideration of our acquisition of certain business assets and operations and assumed liabilities of Credent Limited and Credent Vascular Technologies Limited, as further described in our consolidated financial statements appearing elsewhere in this prospectus. The remainder of these proceeds were used primarily to pay costs associated with this offering and, to a lesser degree, for working capital purposes.

In addition, we currently estimate we will use the net proceeds we receive from this offering to pay a fee payable upon completion of this offering to Brown Brothers. This fee is equal to 7.5 basis points, or 0.075%, of the pre-public offering valuation of LeMaitre Vascular at the execution of the public offering. Based on the assumed initial public offering price of $ per share, we estimate that this fee will equal approximately $. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources."

We intend to use the remainder of our net proceeds to finance our working capital needs, including the hiring of additional sales personnel, the funding of our clinical studies and the expansion of our manufacturing and research and development capabilities, and for general corporate purposes. We may also use a portion of our net proceeds to acquire complementary products, technologies or businesses; however, we currently have no agreements or commitments to complete any such transaction and are not involved in negotiations to do so.

This expected use of the net proceeds of this offering represents our current intentions based upon our present plans and business condition. The amounts and timing of our actual expenditures will depend upon numerous factors, including cash flows from operations and the anticipated growth of our business. We will retain broad discretion in the allocation and use of our net proceeds. See "Risk

Factors—Risks Related to Our Common Stock and this Offering—We have broad discretion in the use of proceeds from this offering."

Pending these uses, we intend to invest our net proceeds from this offering primarily in investment-grade, interest-bearing instruments.

DIVIDEND POLICY

We currently intend to retain any future earnings to fund the operation, development, and expansion of our business, and therefore we do not anticipate paying cash dividends in the foreseeable future. Any future determination to pay cash dividends will be at the discretion of our board of directors and will depend upon a number of factors, including our results of operations, financial condition, future prospects, contractual restrictions, restrictions imposed by applicable law and other factors our board of directors deems relevant.

CAPITALIZATION

The following table sets forth our capitalization as of March 31, 2006:

- on an actual basis;
- on a pro forma basis to reflect:
  - the conversion of all of our outstanding preferred stock into 1,274,620 shares of our common stock upon the closing of this offering; and
- on a pro forma as adjusted basis to reflect:
  - the receipt by us of net proceeds of $ million from the sale of the shares of common stock offered by us in this offering at an assumed public offering price of $ per share, less underwriting discounts and commissions and estimated offering expenses payable by us; and
  - the use by us of approximately $ million to repay our outstanding indebtedness and to pay other amounts due to Brown Brothers as described under "Use of Proceeds."

You should read this information together with our consolidated financial statements, the financial statements of Endomed and the related notes to these financial statements and "Management's Discussion and Analysis of Financial Condition and Results of Operations" appearing elsewhere in this prospectus.

	As of March 31, 2006		
	Actual	Pro forma	Pro forma as adjusted
	(in thousands, except share and per share data)		
Total debt:			
Revolving credit facility	1,085		
Term note	972		
Capital leases	96		
Total	2,153		
Common stock awards subject to repurchase feature	6,592		
Stockholders' equity:			
Preferred stock, $0.01 par value, 1,500,000 shares authorized, 74,353 shares designated as Series A convertible, 63,731 shares issued and outstanding, actual, and 5,000,000 shares authorized, no shares issued and outstanding, pro forma as adjusted	2,191		
Common stock, $0.01 par value, 15,000,000 shares authorized, 8,496,001 shares issued and outstanding, actual, and 100,000,000 shares authorized, shares issued and outstanding, as adjusted	86		
Additional paid-in capital[1]	19,127		
Accumulated deficit	(8,227)		
Accumulated other comprehensive loss	(53)		
Treasury stock (84,238 shares), at cost	(857)		
Total stockholders' equity[1]	12,267		
Total capitalization[1]	$ 21,012		

(1) A $1.00 increase (decrease) in the assumed initial public offering price of $ would increase (decrease) each of cash and cash equivalents, additional paid-in capital, total stockholders' equity and total capitalization by $ million, assuming the number of shares offered by us, as set forth on the cover of this prospectus, remains the same and after deducting the underwriting discounts and commissions and estimated offering expenses payable by us.

DILUTION

If you invest in our common stock, your interest will be diluted immediately to the extent of the difference between the assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover of this prospectus, of our common stock and the pro forma as adjusted net tangible book value per share of our common stock after this offering. Our historical net tangible book value as of March 31, 2006 was $ million. Our pro forma as adjusted net tangible book value per share set forth below represents our total tangible assets less total liabilities and convertible preferred stock, divided by the number of shares of our common stock outstanding on March 31, 2006, and assumes the conversion of all of our outstanding preferred stock into shares of our common stock immediately prior to the closing of this offering.

Dilution per share to new investors represents the difference between the amount per share paid by new investors who purchase shares of common stock in this offering and the pro forma as adjusted net tangible book value per share of common stock immediately after the completion of this offering. Giving effect to the sale of shares of our common stock offered by us at the assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover of this prospectus, and after deducting the underwriting discounts and commissions and estimated offering expenses, our pro forma as adjusted net tangible book value as of March 31, 2006 would have been approximately $ million. This amount represents an immediate increase in pro forma net tangible book value of $ per share to our existing stockholders, and an immediate dilution in pro forma net tangible book value of $ per share to new investors purchasing shares of our common stock in this offering.

The following table illustrates this dilution:

Assumed initial public offering price per share of common stock		$
Historical net tangible book value per share as of March 31, 2006	$	
Increase per share due to assumed conversion of preferred stock		
Pro forma net tangible book value per share as of March 31, 2006		
Increase per share attributable to this offering		
Pro forma as adjusted net tangible book value per share after the offering		
Dilution per share to new investors		$

A $1.00 increase (decrease) in the assumed initial public offering price of $ would increase (decrease) our pro forma net tangible book value per share after this offering by $ per share, the pro forma as adjusted net tangible book value per share after this offering by $ per share and the dilution in pro forma net tangible book value to new investors by $ per share, assuming the number of shares offered by us, as set forth on the cover of this prospectus, remains the same and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

The following table sets forth, on a pro forma as adjusted basis, as of March 31, 2006, the differences between the number of shares of common stock purchased from us, the total consideration paid, and the average price per share paid by existing stockholders and new investors purchasing shares of our common stock in this offering, before deducting underwriting discounts and commissions and estimated expenses at an assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover of this prospectus.

	Shares Purchased		Total Consideration		Weighted Average Price Per Share
	Number	Percent	Amount	Percent	
Existing stockholders		%		%	$
New investors		%			$
Total				%	

A $1.00 increase (decrease) in the assumed initial public offering price of $ would increase (decrease) total consideration paid by new investors, total consideration paid by all stockholders and the average price paid by all stockholders by $, $, and $, respectively, assuming the number of shares offered by us, as set forth on the cover of this prospectus, remains the same, and without deducting underwriting discounts and commissions and other expenses of the offering.

The foregoing tables and calculations are based on shares of our common stock outstanding as of March 31, 2006 after giving effect to the conversion of all of our shares of preferred stock into 1,274,620 shares of common stock upon completion of this offering, and excludes 899,701 shares of common stock issuable upon exercise of outstanding stock options at March 31, 2006 with a weighted-average exercise price of $2.92 per share.

To the extent that outstanding options are exercised in the future, there will be further dilution to new investors. To the extent all of such outstanding options had been exercised as of March 31, 2006, the net tangible book value per share after this offering would be $ and total dilution per share to new investors would be $.

If the underwriters exercise their overallotment option in full, the percentage of shares of common stock held by existing stockholders will decrease to approximately % of the total number of shares of our common stock outstanding after this offering, and the number of shares held by new investors will be increased to , or approximately % of the total number of shares of our common stock outstanding after this offering.

SELECTED CONSOLIDATED FINANCIAL DATA

The following tables summarize our consolidated financial data for the periods presented. You should read the following financial information together with the information under "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements, the financial statements of Endomed, Inc. and the related notes to these consolidated financial statements appearing elsewhere in this prospectus. The selected consolidated statements of operations data for the fiscal years ended December 31, 2003, 2004 and 2005, and the selected consolidated balance sheet data as of December 31, 2004 and 2005 are derived from our consolidated financial statements, which are included elsewhere in this prospectus, and have been audited by Ernst & Young LLP, an independent registered public accounting firm, as indicated in their report. The selected consolidated statements of operations data for the years ended December 31, 2001 and 2002, and the consolidated balance sheet data at December 31, 2001, 2002 and 2003 are derived from our audited consolidated financial statements not included in this prospectus. The selected consolidated balance sheet data as of March 31, 2005 and March 31, 2006 are derived from our unaudited consolidated financial statements appearing elsewhere in this prospectus. The unaudited consolidated financial statements have been prepared on the same basis as our audited financial statements and include, in the opinion of management, all adjustments that management considers necessary for a fair presentation of the financial information set forth in those statements. Operating results for these periods are not necessarily indicative of the operating results for a full year. Historical results are not necessarily indicative of the results to be expected in future periods.

	Year ended December 31,					Three months ended March 31,	
	2001	2002	2003	2004	2005	2005	2006
	(in thousands, except per share data)						
Consolidated Statements of Operations Data:							
Net sales	$12,550	$17,364	$ 20,664	$26,183	$ 30,727	$ 7,501	$ 8,571
Cost of sales	4,833	6,080	6,208	7,780	8,927	2,061	2,261
Gross profit	7,717	11,284	14,456	18,403	21,800	5,440	6,310
Operating expenses:							
Sales and marketing	4,223	5,592	7,252	9,654	10,960	2,687	3,249
General and administrative	2,914	3,564	4,530	5,037	6,405	1,390	1,773
Research and development	862	1,295	2,265	2,120	3,015	850	795
Restructuring charges	—	—	733	435	998	81	31
Income (loss) from operations	(282)	833	(324)	1,157	422	432	462
Other income (expense):							
Interest income	26	5	3	9	4	3	1
Interest expense	(254)	(154)	(144)	(137)	(182)	(46)	(47)
Foreign currency gain (loss)	(23)	311	191	169	(217)	(63)	47
Other (expense) income	(69)	(34)	(22)	(57)	551	53	(2)
Income (loss) before income taxes	(602)	961	(296)	1,141	578	379	461
Benefit (provision) for income taxes	(3)	(478)	74	(214)	(523)	(328)	(91)
Net income (loss)	$ (605)	$ 483	$ (222)	$ 927	$ 55	$ 51	$ 370
Net income (loss) per share available for common shareholders:							
Basic	$ (0.08)	$ 0.06	$ (0.03)	$ 0.10	$ 0.01	$ 0.01	$ 0.02
Diluted	$ (0.08)	$ 0.05	$ (0.03)	$ 0.10	$ 0.01	0.01	$ 0.02
Weighted-average shares outstanding:							
Basic	7,160	7,291	7,525	7,941	8,246	8,074	8,453
Diluted	7,160	7,693	7,525	8,354	8,701	8,486	8,935

	As of December 31,					As of
	2001	2002	2003	2004	2005	March 31, 2006
			(in thousands)			
Consolidated Balance Sheet Data:						
Cash, equivalents and short-term investments	$ 517	$ 337	$ 559	$ 1,024	$ 817	$ 469
Current assets	5,866	5,936	7,029	9,102	10,657	11,426
Total assets	12,162	12,718	16,894	20,501	24,908	26,461
Revolving line of credit and current portion of long-term debt	670	932	522	432	1,142	1,517
Current liabilities (excluding revolving line of credit and current portion of long-term debt)	3,147	2,362	2,977	3,374	3,953	4,808
Long-term liabilities	1,227	1,400	3,121	1,882	1,277	1,277
Total liabilities	5,045	4,594	6,620	5,688	6,372	7,602
Common stock awards subject to repurchase feature	—	—	—	—	—	6,592[3]
Redeemable convertible preferred stock	5,407[1]	—	—	—	—	—
Total stockholders' equity	1,710[2]	8,024	10,274	14,813	18,536	12,267

(1) Until July 12, 2002, the Company's Series A Convertible preferred stock included a redemption feature at fair market value. Accordingly, the carrying value at December 31, 2001 was based on fair value. On July 12, 2002, the redemption feature was cancelled in exchange for 113,798 shares of common stock. Upon completion of the exchange, the excess of fair value over the stated value of the preferred stock was reclassified to stockholders' equity.

(2) Excludes the value of redeemable convertible preferred stock of $5,407 as of December 31, 2001.

(3) Represents the impact of the adoption of SFAS No. 123R and ASR 268 with respect to the redemption feature of certain common stock awards. See Note 9 to our consolidated financial statements appearing elsewhere in this prospectus.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read this discussion together with our consolidated financial statements, the financial statements of Endomed, Inc., the related notes to these financial statements and other financial information included elsewhere in this prospectus. The following discussion may contain predictions, estimates and other forward-looking statements that involve a number of risks and uncertainties, including those discussed under "Risk Factors" and elsewhere in this prospectus. These risks could cause our actual results to differ materially from any future performance suggested below.

Overview

We are a medical device company that develops, manufactures and markets medical devices for the treatment of peripheral vascular disease. Our principal product offerings are sold throughout the world, primarily in the United States, the European Union and, to a lesser extent, Japan. We estimate that the annual worldwide market addressed by our ten current product lines exceeds $500 million and that the annual worldwide market for all peripheral vascular devices exceeds $3 billion and is growing at 8% per year. We have used acquisitions as a primary means of further accessing the larger peripheral vascular device market, and we expect to continue to pursue this strategy in the future. We currently manufacture eight of our ten product lines in our Burlington, Massachusetts headquarters.

Our products are used by vascular surgeons who treat peripheral vascular disease through both open surgical methods as well as more recently adopted endovascular techniques. In contrast to interventional cardiologists and interventional radiologists, neither of whom are certified to perform open surgical procedures, vascular surgeons can perform both open surgical and minimally invasive endovascular procedures, and are therefore uniquely positioned to provide patients with a wider range of treatment options.

Due to these trends, we believe that the purchasing volume of the vascular surgeon will increase. We believe that the changing product needs of the vascular surgeon present us with attractive opportunities to sell new devices. As a result, we have sought out and acquired new products and businesses that address these needs, such as our acquisition of the EndoFit Aortic Stent Graft product line and related operations in 2005 and our acquisition of the AnastoClip Vessel Closure System product line and related operations in 2004.

Since 1998, when we initiated a strategic plan to accelerate our growth, our net sales have increased at a compound annual growth rate of 34%, including acquisitions, from net sales of $4.0 million for the year ended December 31, 1998 to net sales of $30.7 million for the year ended December 31, 2005. We currently offer ten product lines across three product categories. We also attribute our sales growth to the expansion of our direct sales force, conversion of the United States and certain European markets from a distributor sales model to a direct sales model, sales of newly acquired products and the higher selling prices of these newly acquired products. Prior to September 2005, we also derived a limited amount of revenue from manufacturing devices under private label, although we have discontinued nearly all of these activities.

We evaluate the sales performance of our various product lines utilizing criteria that varies based upon the position of each product line in its expected life cycle. For established products, such as our Pruitt-Inahara Carotid Shunt product line, we typically review unit sales and selling prices. For more recently introduced products, such as our EndoFit Aortic Stent Graft, we typically focus instead upon new account generation and customer retention.

We have historically used cash generated from the sales of our established products to fund research and development initiatives, clinical studies, and the expansion of our worldwide sales force.

This strategy has limited our reliance on outside equity capital. From 1998 to 2005, we raised $16.4 million of equity capital in a series of financing rounds.

Our business opportunities include the following:

- the continued expansion of our sales force in the United States, the European Union and Japan;
- the addition of complementary products through further acquisitions; and
- the introduction of our products in new markets upon achievement of regulatory approvals in these markets.

We are currently pursuing each of these opportunities and believe that the proceeds from this offering will better enable us to do so.

These opportunities are balanced by several challenges, such as the penetration of our product offerings in current and new markets, the recruitment and retention of key employees and competition from other products and techniques. In addition, our clinical studies may not succeed, our established products may be overtaken by new technologies, and we may not successfully compete against companies which possess substantially greater resources. Furthermore, our results of operations may suffer if we are unable to identify, negotiate, complete and integrate suitable acquisitions.

To address these risks, we will seek to expand our sales and marketing efforts, continue to pursue research and development as well as acquisition opportunities to expand our product offerings and further fund our clinical studies.

To assist us in evaluating our business strategies, we regularly monitor long-term technology trends in the peripheral vascular device market. Additionally, we consider the information obtained from discussions with the surgeon community in connection with the demand for our products, including potential new product launches. We also use this information to help determine our competitive position in the peripheral vascular device market and our manufacturing capacity requirements.

The following tables set forth, for the periods indicated, our net sales from each of our three product categories and from the manufacture of private label products, and our net sales by geographic region, each expressed in dollar amounts and as a percentage of total net sales.

	Year ended December 31,						Three months ended March 31,			
	2003		2004		2005		2005		2006	
	$	%	$	%	$	%	$	%	$	%
					(unaudited) (dollars in thousands)					
Net Sales by Product Category:										
Endovascular & Dialysis Access	$ 1,564	8%	$ 3,340	13%	$ 6,774	22%	$ 1,294	17%	$ 2,326	27%
Vascular	15,168	73	18,233	70	19,654	64	5,105	68	5,276	62
General Surgery	3,286	16	3,682	14	3,600	12	900	12	969	11
Branded product sales	20,018	97	25,255	97	30,028	98	7,299	97	8,571	100
Private Label	646	3	928	3	699	2	202	3	—	—
Total net sales	$ 20,664	100%	$26,183	100%	$ 30,727	100%	$7,501	100%	$8,571	100%
Net Sales by Geography:										
U.S. and Canada	$ 14,093	68%	$17,689	68	$ 20,056	65%	$ 4,886	65%	$5,523	64%
Rest of World	6,571	32	8,494	32	10,671	35	2,615	35	3,048	36
Total net sales	$ 20,664	100%	$26,183	100%	$ 30,727	100%	$7,501	100%	$8,571	100%

In recent quarters, net income fluctuations have been caused primarily by expenses related to factory consolidations. In 2006, we expect to incur restructuring charges in connection with the relocation of our manufacturing operations in Phoenix, Arizona, where we currently produce our EndoFit Aortic Stent Graft product line, to our Burlington, Massachusetts headquarters.

We sell our products primarily through a direct sales force. As of March 31, 2006, our sales force was comprised of 47 sales professionals in the United States, the European Union and Japan. We also sell our products through a network of distributors in various countries outside of the United States and Canada. For the twelve months ended March 31, 2006, approximately 82% of our net sales were generated through direct sales to hospitals, and no customer accounted for more than approximately 4% of our net sales.

Our worldwide headquarters are located in Burlington, Massachusetts. Our international operations are headquartered in Sulzbach, Germany. We also have a sales office located in Tokyo, Japan.

Sales and Expense Components

The following is a description of the primary components of our net sales and expenses.

Net sales. We derive our net sales from the sale of our products, less discounts and returns. Most of our sales are generated by our direct sales force and are shipped and billed to hospitals or clinics throughout the world. In countries where we do not have a direct sales force, sales are primarily generated by shipments to distributors who, in turn, sell to hospitals and clinics. In those limited cases where our products are held on consignment at a hospital or clinic, we generate sales at the time the product is used in surgery rather than at shipment.

Cost of sales. We manufacture nearly all of the products that we sell. Our cost of sales consists primarily of manufacturing personnel, raw materials and components, depreciation of property and equipment and other allocated manufacturing overhead, as well as freight expense we pay to ship products to customers.

Sales and marketing. Our selling and marketing expense consists primarily of salaries, commissions, travel and entertainment, attendance at medical society meetings, training programs, advertising and product promotions, direct mail and other marketing costs.

General and administrative. General and administrative expense consists primarily of executive, finance and human resource expense, legal and accounting fees, information technology expense and insurance expense.

Research and development. Research and development expense includes costs associated with the design, development, testing, enhancement and regulatory approval of our products. It also includes costs associated with design and execution of clinical studies and regulatory submissions, and costs to register, maintain and defend our intellectual property.

Restructuring. Restructuring expense includes costs directly associated with closing plant facilities to consolidate our manufacturing operations and other moving expenses. These costs relate to lease termination expenses, severance and retention costs for terminated employees and other expenses associated with restructuring our operations.

Other income (expense). Other income (expense) primarily includes costs of interest income (net) from loans from Brown Brothers, foreign currency gains (losses) and other miscellaneous gains (losses).

Income tax expense. We are subject to income taxes for earnings generated in the United States, which includes the results of our operations in Japan and, until 2005, our operations in the United Kingdom, and our separately taxable income of our wholly-owned German subsidiary. Our consolidated tax expense is affected by the mix of our taxable income (loss) between the United States and Germany and the level of our research and development credits earned in the United States.

Results of Operations

Comparison of the Three Months Ended March 31, 2006 to the Three Months Ended March 31, 2005

The following table sets forth, for the periods indicated, our results of operations and the change between the specified periods expressed as percent increase or decrease:

	Three months ended March 31,		Percent change
	2005	2006	
	(unaudited) (in thousands)		
Net sales	$ 7,501	$ 8,571	14.3%
Cost of sales	2,061	2,261	9.7
Gross profit	5,440	6,310	16.0
Operating expenses:			
Sales and marketing	2,687	3,249	20.9
General and administrative	1,390	1,773	27.6
Research and development	850	795	(6.5)
Restructuring charges	81	31	(61.7)
Income from operations	432	462	6.9
Other income (expense):			
Interest income	3	1	(66.7)
Interest expense	(46)	(47)	2.2
Foreign currency (loss) gain	(63)	47	NM
Other income (expense)	53	(2)	NM
Income before income taxes	379	461	21.6
Provision for income taxes	(328)	(91)	72.3
Net income	$ 51	$ 370	625.5%

(1) NM means percent change not meaningful.

Net sales. Net sales increased 14.3% to $8.6 million for the three months ended March 31, 2006 from $7.5 million for the three months ended March 31, 2005. Sales in our endovascular and dialysis access product category increased by 79.8% over the same quarter in the previous year, while sales in our vascular and general surgery product categories grew by 3.3% and 7.7%, respectively, over the same quarter in the previous year. Sales growth was driven primarily by increased unit sales of our EndoFit, AnastoClip Vessel Closure System and VascuTape product lines and higher average selling prices across nearly all product categories. Increased unit sales were driven by the expansion of our selling organization, an increase in our direct mail marketing, and the increased adoption of our EndoFit Aortic stent graft in Germany. Our differentiated products and our increased sales in Japan contributed to higher average selling prices across several of our product lines. Changes in foreign currency rates negatively impacted sales by $0.3 million for the three months ended March 31, 2006, as compared to the same quarter in the previous year. We expect our sales mix to continue to shift toward our endovascular and dialysis access product category.

Net sales by geography. Net sales in the United States and Canada increased 13.0% to $5.5 million for the three months ended March 31, 2006 compared to $4.9 million for the three months

ended March 31, 2005. Net Sales outside of the United States and Canada increased 16.6% to $3.0 million for the three months ended March 31, 2006 compared to $2.6 million for the three months ended March 31, 2005. Direct net sales represented 59.5% of the total net sales outside of the United States and Canada for the three months ended March 31, 2006 and increased by 17.7% over the three months ended March 31, 2005. Sales to distributors represented 40.5% of the total net sales outside of the United States and Canada for the three months ended March 31, 2006 and increased by 15.0% over the three months ended March 31, 2005.

Gross profit. Gross profit increased 16.0% to $6.3 million for the three months ended March 31, 2006 from $5.4 million for the three months ended March 31, 2005. This gross profit increase primarily was driven by higher average selling prices across nearly all product categories as well as reduced cost of sales, which resulted from the consolidation of manufacturing operations previously conducted at our St. Petersburg, Florida manufacturing facility into our Burlington, Massachusetts facility in 2005. Excluding the impact of any possible future acquisitions which could dilute our gross margins, we expect gross profit may continue to exceed 2005 levels due to expected efficiency improvements from manufacturing initiatives and higher volume in our manufacturing facilities. Future gross margins could be negatively impacted by any possible future acquisitions.

Sales and marketing. Sales and marketing expense increased 20.9% to $3.2 million for the three months ended March 31, 2006 from $2.7 million for the three months ended March 31, 2005. This increase was driven primarily by increased compensation expense resulting from the increased size of and compensation levels to our sales force, as well as expanded marketing of our AnastoClip Vessel Closure System, VascuTape and Expandable LeMaitre Valvulotome product lines. As of March 31, 2006, we employed 38 direct sales representatives and nine direct sales managers worldwide as compared to 35 sales representatives and ten direct sales managers worldwide as of March 31, 2005. We expect sales and marketing expense to increase following this offering as we expand our worldwide direct sales force, and convert to direct sales in selected countries where we currently sell only through distributors.

General and administrative. General and administrative expense increased 27.6% to $1.8 million for the three months ended March 31, 2006 from $1.4 million for the three months ended March 31, 2005. The increase was driven primarily by increased compensation expense resulting from the expansion of our finance and legal infrastructure in anticipation of an initial public offering, increased profit sharing, and increased travel and insurance expenses. We expect the expansion of our finance and legal departments to continue to drive higher general and administrative expense as a result of increased regulatory compliance costs, including the reporting requirements of the Exchange Act and the requirements of the Sarbanes-Oxley Act.

Research and development. Research and development expense decreased 6.5% to $0.8 million for the three months ended March 31, 2006 from $0.9 million for the three months ended March 31, 2005. This decrease resulted from lower development expense resulting from reduced product and prototype testing and the reduced size of our research and development engineering staff, offset in part by increased royalties and regulatory costs. We expect our investment in research and development to increase, driven primarily by our pursuit of regulatory approvals related to the EndoFit product line, as well as increased EndoFit product development and royalty expense.

Restructuring. Restructuring expenses decreased to approximately $31,000 for the three months ended March 31, 2006 from approximately $81,000 for the three months ended March 31, 2005. Expenses for the most recent quarter include exit activity costs for our Brymbo, Wales facility, which closed in December 2005. Expenses for the year earlier quarter include continuing operating costs for our Neuilly-en-Thelle, France facility, which closed in April 2005, and retention costs associated with the St. Petersburg, Florida facility, which closed in September 2005.

Other income (expense). Other expense decreased to a loss of approximately $1,000 for the three months ended March 31, 2006 from a loss of approximately $53,000 for the three months ended March 31, 2005, driven primarily by favorable exchange rates.

Income tax expense. Our effective income tax rates for the three months ended March 31, 2006 and March 31, 2005 were 19.7% and 86.5%, respectively, compared to the federal statutory rate of 34.0%. Due to significant costs expected to be incurred in the United States to expand our operations, we anticipate a U.S. operating loss for which a tax benefit will not be recognizable. We expect this situation, combined with continued profitability in Germany, will result in tax expense in one tax jurisdiction despite relatively low earnings on a combined basis. We monitor this mix of profitability by tax jurisdiction and adjust our annual expected rate on a quarterly basis.

Comparison of the Year Ended December 31, 2005 to the Year Ended December 31, 2004

The following table sets forth, for the periods indicated, our results of operations and the change between the specified periods expressed as percent increase or decrease:

	Years ended December 31,		Percent change[1]
	2004	2005	
	(in thousands)		
Net sales	$26,183	$ 30,727	17.4%
Cost of sales	7,780	8,927	14.7
Gross profit	18,403	21,800	18.5
Operating expenses:			
Sales and marketing	9,654	10,960	13.5
General and administrative	5,037	6,405	27.2
Research and development	2,120	3,015	42.2
Restructuring charges	435	998	129.4
	17,246	21,378	24.0
Income from operations	1,157	422	(63.5)
Other income (expense):			
Interest income	9	4	(55.6)
Interest expense	(137)	(182)	32.8
Foreign currency gain (loss)	169	(217)	NM
Other (expense) income	(57)	(33)	(42.1)
Foreign currency translation adjustment due to dissolution of French subsidiary	—	584	NM
Income before income taxes	1,141	578	(49.3)
Provision for income taxes	(214)	(523)	NM
Net income	$ 927	$ 55	(94.1)%

(1) NM means percent change not meaningful.

Net sales. Net sales increased 17.4% to $30.7 million in 2005 as compared to $26.2 million in 2004. Sales growth was primarily driven by growth of our products across all product lines and to a lesser degree our acquisition of the EndoFit Aortic Stent Graft product line and related operations from Endomed, Inc. in February 2005, and strong performance of the AnastoClip Vessel Closure System product line which we acquired, together with the related operations, from Tyco Healthcare LP in February 2004. Sales growth was also driven by higher average selling prices across nearly all product lines due to our stronger brand recognition and customer loyalty, and our first full year of direct sales in Japan. Additionally, the increased adoption of endovascular techniques by vascular surgeons benefited our VascuTape Radiopaque Tape and EndoFit Aortic Stent Graft product lines. Sales of our

AnastoClip Vessel Closure System increased due to better targeting of new customers and more effective surgeon training. Change in foreign currency exchange rates negatively impacted sales by $0.2 million in 2005.

Net sales by geography. Net sales in the United States and Canada increased 13.4% to $20.1 million in 2005 as compared to $17.7 million in 2004. Net sales outside the United States and Canada increased 25.6% to $10.7 million in 2005 as compared to $8.5 million in 2004, driven by the sales of our EndoFit product line, as well as by sales in Japan resulting from the opening of our Tokyo office in June 2004. Direct net sales represented 59.8% of total net sales outside the United States and Canada in 2005 and increased by 20.5% over 2004. Net sales to distributors represented 40.2% of the total net sales in 2005 outside the United States and Canada and increased by 34.1% over 2004. This increase was primarily a result of our acquisition of the EndoFit product line, substantially all of which we sold through distributors in 2005.

Gross Profit. Gross profit increased from $18.4 million in 2004 to $21.8 million in 2005, an 18.5% increase. This gross margin increase was driven primarily by higher average selling prices and, to a lesser extent, reduced cost of sales. Cost of sales decreased primarily due to our 2004 consolidation of our Neuilly-en-Thelle, France manufacturing facility into our Burlington, Massachusetts headquarters, and the associated elimination of overhead costs, partially offset by increased product build times resulting from this move. We also experienced higher manufacturing costs related to our acquisition of the EndoFit Aortic Stent Graft product line in February 2005. At the acquisition, Endomed carried a lower gross margin than LeMaitre Vascular. We expect product build times to decrease as our Burlington, Massachusetts direct labor employees gain further experience manufacturing and assembling products from our relocated factories.

Sales and marketing. Sales and marketing expense increased 13.5% to $11.0 million in 2005 as compared to $9.7 million in 2004. Sales and marketing expense increased in 2005 primarily as a result of higher marketing costs in Europe, the United States and Canada, and also as a result of increased compensation to our sales representatives, partially offset by a reduced number of sales representatives. As of December 31, 2005, we employed 30 direct sales representatives and eight direct sales managers worldwide as compared to 33 sales representatives and eight direct sales managers worldwide as of December 31, 2004.

General and administrative. General and administrative expense increased 27.2% to $6.4 million in 2005 as compared to $5.0 million in 2004. General and administrative expense increased primarily as a result of acquisition related expenses of the EndoFit product line, higher compensation expenses and higher expenses from our Japanese subsidiary in its first full calendar year of operations. Those increases were partially offset by $0.3 million of stock-based compensation charges in 2004 that did not recur in 2005.

Research and development. Research and development expense increased 42.2% to $3.0 million in 2005 compared to $2.1 million in 2004. Research and development expense increased primarily as a result of increased clinical study costs in the United States, specifically relating to clinical trials for our EndoFit and Expedial product lines, increased testing expenses and increased royalty payments relating to the EndoFit and AnastoClip Vessel Closure System product lines.

Restructuring. Restructuring charges increased to $1.0 million in 2005 compared to $0.4 million in 2004, due to costs from the closing of our manufacturing plants in St. Petersburg, Florida and Wales, United Kingdom in 2005, including a one-time payment of $0.5 million as consideration for the early termination of the lease of the manufacturing facility in St. Petersburg, Florida.

Other income (expense). Other income (expense) increased to $0.2 million in 2005 as compared to a loss of approximately $16,000 in 2004, due principally to favorable foreign currency

translation adjustment income of $0.6 million from the dissolution of our French foreign subsidiary. This gain was partially offset by foreign currency losses from the weaker Euro in 2005.

Income tax expense. Our effective income tax rates were 90.5% in 2005 and 18.8% in 2004 compared to the federal statutory rate of 34.0%. Our low effective rate in 2004 was attributable to the use of U.S. and German net-operating loss and tax credit carryforwards to substantially reduce income tax liability in both tax jurisdictions. In 2005, the rate exceeded the statutory rate due to unfavorable permanent items and the effect of foreign taxes.

Comparison of the Year Ended December 31, 2004 to the Year Ended December 31, 2003

The following table sets forth, for the periods indicated, our results of operations and our gross margin and the changes between the specified periods expressed as percent increase or decrease:

	Years ended December 31,		Percent change[1]
	2003	2004	
	(in thousands)		
Net sales	$ 20,664	$26,183	26.7%
Cost of sales	6,208	7,780	25.3
Gross profit	14,456	18,403	27.3
Operating expenses:			
Sales and marketing	7,252	9,654	33.1
General and administrative	4,530	5,037	11.2
Research and development	2,265	2,120	(6.4)
Restructuring charges	733	435	(40.7)
	14,780	17,246	16.7
Income (loss) from operations	(324)	1,157	NM
Other income (expense):			
Interest income	3	9	NM
Interest expense	(144)	(137)	(4.9)
Foreign currency gain	191	169	(11.5)
Other (expense)	(22)	(57)	(159.1)
Income (loss) before income taxes	(296)	1,141	NM
(Benefit) provision for income taxes	74	(214)	NM
Net income (loss)	$ (222)	$ 927	NM

(1) NM means percent change not meaningful.

Net sales. Net sales increased 26.7% to $26.2 million in 2004 as compared to $20.7 million in 2003, primarily as a result of an increase in sales of products across all product lines in major markets and from the acquisition of the AnastoClip Vessel Closure System product line and related operations from Tyco Healthcare Group LP in February 2004. Unit sales growth was strengthened across nearly all product lines. In particular, the Pruitt-Inahara Carotid Shunt demonstrated stronger growth as it took advantage of our vascular surgeon sales channel. Change in foreign currency exchange rates positively impacted sales by $0.8 million for 2004 versus 2003.

Net sales by geography. Net sales in the United States and Canada increased 25.5% to $17.7 million in 2004 as compared to $14.1 million in 2003. Net sales outside the United States and Canada increased 29.3% to $8.5 million as compared to $6.6 million in 2003. Net sales outside the United States and Canada include a favorable currency impact of approximately $0.8 million principally resulting from the 2004 strength of the Euro against the U.S. dollar. Direct net sales contributed 64.3% of the total net sales outside the United States and Canada in 2004 and increased by 29.5% over

2003. Net sales to distributors represented 35.7% of the total net sales outside of the United States and Canada in 2004 and increased by 28.9% over 2003.

Gross Profit. Gross profit increased 27.3% to $18.4 million in 2004 from $14.5 million in 2003. This gross margin increase was primarily driven by higher average selling prices across nearly all product categories, which savings were partially offset by higher cost of sales related to the AnastoClip Vessel Closure System product line and related operations acquired in February 2004. In connection with the acquisition, we purchased several months of finished goods inventory at marked-up prices from Tyco Healthcare in order to facilitate a transfer of manufacturing to our Burlington, Massachusetts headquarters. We purchased $0.4 million of inventory from Tyco.

Sales and marketing. Sales and marketing expense increased 33.1% to $9.7 million in 2004 as compared to $7.3 million in 2003. Sales and marketing expense increased as a result of higher selling expenses in the United States, Canada and the European Union principally related to compensation, travel and entertainment and other selling activities. As of December 31, 2004, we employed 33 direct sales representatives and eight direct sales managers worldwide as compared to 32 sales representatives and seven direct sales managers worldwide as of December 31, 2003.

General and administrative. General and administrative expense increased 11.2% to $5.0 million in 2004 as compared to $4.5 million in 2003. General and administrative expense increased primarily as a result of higher compensation expenses at our corporate headquarters and from expenses incurred in connection with the opening of our Tokyo office in July 2004.

Research and development. Research and development expense decreased 6.4% to $2.1 million in 2004 as compared to $2.3 million in 2003. Research and development expense decreased as a result of lower testing, validation and product development costs in 2004 as compared to 2003, offset by slightly higher costs associated with our Expedial clinical trial in the United States.

Restructuring. Restructuring charges decreased to $0.4 million in 2004 as compared to $0.7 million in 2003. We closed our French manufacturing facility in 2004, incurring $0.4 million of restructuring in both 2003 and 2004. In 2003, we incurred $0.3 million of exit costs related to relocating our corporate headquarters to a larger facility.

Other income (expense). Other income (expense) decreased to a net expense of approximately $16,000 in 2004 compared to net other income of approximately $28,000 in 2003, due principally to lower foreign currency gains in 2004 as compared to 2003.

Income tax expense. Our effective income tax rates were 18.8% in 2004 and (25.0)% in 2003 compared to the Federal statutory rate of 34.0%. In 2003 we were able to carryback our current year losses to recover federal taxes paid in 2002 and 2001. In 2004, our tax provision was favorably affected by the reduction of valuation allowances which were previously required. U.S. and German net operating loss and tax credit carryforwards substantially reduced income tax liability in both tax jurisdictions.

Quarterly Results of Operations

The following table sets forth our unaudited operating results for each of the nine quarters preceding and including the period ended March 31, 2006. This information is derived from our unaudited financial statements, which in the opinion of management contain all adjustments necessary for a fair presentation of such consolidated financial data. Operating results for these periods are not necessarily indicative of the operating results for a full year. Historical results are not necessarily indicative of the results to be expected in future periods. You should read this data together with our

financial statements, the financial statements of Endomed and the related notes to these financial statements included elsewhere in this prospectus.

	Three months ended								
	Mar. 31, 2004	June 30, 2004	Sep. 30, 2004	Dec. 31, 2004	Mar. 31, 2005	June 30, 2005	Sep. 30, 2005	Dec. 31, 2005	Mar. 31, 2006
	(unaudited) (in thousands, except per share data)								
Consolidated Statement of Operations Data:									
Net sales	$ 6,270	$ 6,657	$ 6,355	$ 6,901	$ 7,501	$ 7,529	$ 7,820	$ 7,877	$ 8,571
Gross profit	4,403	4,673	4,449	4,878	5,440	5,372	5,532	5,456	6,310
Income (loss) from operations	$ 437	$ 394	$ 108	$ 218	$ 432	$ (166)	$ (400)	$ 556	$ 462
Net income (loss)	$ 434	$ 334	$ 112	$ 47	$ 51	$ 5	$ (42)	$ 41	$ 370
Net income (loss) per common share:									
Basic	$ 0.02	$ 0.04	$ 0.01	$ —	$ (0.05)	$ (0.03)	$ (0.01)	$ —	$ 0.04
Diluted	$ 0.02	$ 0.03	$ 0.01	$ —	$ (0.05)	$ (0.03)	$ (0.01)	$ —	$ 0.03

Liquidity and Capital Resources

At March 31, 2006, our accumulated deficit was $1.6 million. Since 1998, our liquidity and capital resource requirements have been funded through a series of private stock offerings, totaling approximately $16.4 million. Approximately $12.1 million of cash and assumed debt were used to make investments in and pay other amounts related to six acquisitions from 1998 to 2005. The balance of the proceeds was used to support our operations, capital expenditures and working capital growth.

At March 31, 2006, our cash and cash equivalents were $0.5 million, or 1.8% of our total assets.

We had $2.2 million of total debt outstanding at March 31, 2006, comprised of $2.1 million of bank debt and $0.1 million of equipment financing. The total debt at December 31, 2005 was $1.9 million, comprised of $1.8 million of bank debt and $0.1 million of equipment financing.

We are party to a $2.16 million term note with Brown Brothers. At March 31, 2006, $1.0 million principal was outstanding under this term note. The term note, at our election, bears interest at a per annum rate equal to either the base rate of a national bank plus 50 basis points, adjusted daily, or the London Inter-Bank Offered Rate, or LIBOR, plus 350 basis points. The term note is payable quarterly and matures on April 11, 2008 but may be prepaid in whole or in part without penalty. We have granted the lender a first priority security interest in all of the tangible and intangible assets, including intellectual property rights, of LeMaitre Vascular, Inc. and one of our wholly-owned subsidiaries. We intend to use a portion of our proceeds from this offering to repay this term loan in full. See “Use of Proceeds.”

On May 20, 2006, we entered into an amended and restated $5.5 million revolving line of credit with Brown Brothers. At , 2006, $ million was outstanding under this facility and $ million was available under this facility, after adjustment for borrowing base limitations. This credit facility includes customary financial covenants, and borrowings under the loan accrue interest at the bank’s prime rate. The rate of interest at , 2006 was 8.0%. We have granted the lender a first priority security interest in all of the tangible and intangible assets, including intellectual property rights, of LeMaitre Vascular, Inc. and one of our wholly-owned subsidiaries. We intend to use a portion of our proceeds from this offering to pay down this revolving credit facility in full. The revolving credit facility expires on February 6, 2008. See “Use of Proceeds.”

In connection with our lending arrangements with Brown Brothers, we have agreed to pay Brown Brothers a fee payable upon completion of this offering. The fee is equal to 7.5 basis points, or 0.075%,

of the pre-public offering valuation of LeMaitre Vascular at the execution of the initial public offering. Based on an assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, we estimate that this fee will equal approximately $. See "Use of Proceeds."

We believe that the proceeds from this offering, together with our current cash balances, cash generated from operations and existing lines of credit will provide sufficient liquidity to meet our anticipated needs for capital for at least the next 12 months. If we acquire new businesses or product lines, we may require additional financing. There can be no assurance that such financing will be available on commercially reasonable terms, if at all. We intend to retain any future earnings to support operations and to finance the growth and development of our business, and we do not anticipate paying any cash dividends in the foreseeable future. As of December 31, 2005, we had no federal or state net operating loss carry-forwards.

Net Cash Provided by Operating Activities. Net cash provided by operating activities was $0.7 million in the first three months of 2006 primarily due to increased levels of accrued expenses and liabilities of $0.7 million and net income adjusted for non-cash activities of $0.7 million offset by increases in working capital requirements for higher accounts receivable and inventory of $0.8 million. Net cash provided by (used in) operating activities was $0.4 million, $1.7 million and $(1.2) million for 2003, 2004 and 2005, respectively. The increase in the usage of cash for operating activities in 2005 compared to the previous two years is mainly a result of our higher levels of inventory experienced during plant consolidations.

Net Cash Used by Investing Activities. Net cash used in investing activities was $1.1 million in the first three months of 2006 reflecting $0.7 million of other assets primarily for prepaid expenses relating to the cost related to our initial public offering and $0.4 million for capital expenditures primarily to support consolidation of our manufacturing facilities. Net cash used in investing activities was $1.7 million, $2.9 million and $1.4 million for 2003, 2004 and 2005, respectively. For each of these periods, net cash used in investing activities reflected purchases of property, plant and equipment primarily for the expansion of manufacturing operations, research and development, information technology and capital improvements to our facilities. In addition, we acquired businesses, including intellectual property to expand our product offerings.

Net Cash Provided by Financing Activities. Net cash provided by financing activities was $0.2 million for the first three months of 2006. This was mainly from $0.4 million of short-term borrowing, offset by $0.1 million of principal payments on our term loan. Net cash provided by financing activities was $1.8 million, $1.4 million and $2.5 million for 2003, 2004 and 2005, respectively. These amounts primarily reflect the proceeds from issuance of common stock in private offerings in each year.

Contractual Obligations. Our principal contractual obligations consist of operating leases, capital leases, a term loan due in April 2008 and a revolving credit line from Brown Brothers. The following table summarizes our commitments to settle contractual obligations as of March 31, 2006:

	Payments due by period				
Contractual Obligations	Total	Less than one year	One to three years	Three to five years	More than five years
			(in thousands)		
Operating lease obligations	$2,354	$ 849	$ 1,360	$ 145	—
Capital lease obligations	96	90	6	—	—
Purchase obligations	726	692	34	—	—
Accrued purchase price obligations	368	368	—	—	—
Retirement obligations	15	—	—	—	15
Term loan	972	432	540	—	—
Revolving credit facility	1,085	1,085	—	—	—
Total	$5,616	$ 3,516	$ 1,940	$ 145	15

The commitments under our operating leases shown above consist primarily of lease payments for our Burlington, Massachusetts corporate headquarters, expiring in 2008, a separate manufacturing and storage facility in Burlington, Massachusetts, expiring in 2006, our Phoenix manufacturing facility, expiring in 2006, our Sulzbach, Germany office, expiring in 2010, and our Tokyo, Japan office, expiring in 2007.

The capital lease obligations consist of capital leases for a variety of equipment.

Our commitments under accrued purchase price obligations consist of $0.2 million payable to Tyco Healthcare LP in May 2006 in connection with our purchase of the AnastoClip Vessel Closure System product line and related operations, and $0.2 million to Nervation Limited, formerly known as Credent Limited, in connection with the Credent acquisition.

The term loan described above was entered into with Brown Brothers, for an original principal amount of $2.16 million. The term loan, at our election, bears interest at a per annum rate equal to either the base rate of a national bank plus 50 basis points, adjusted daily, or the LIBOR rate plus 350 basis points. The term loan is payable quarterly and matures on April 11, 2008 but may be prepaid in whole or in part without penalty. Brown Brothers has a first priority security interest in all of the tangible and intangible assets, including intellectual property rights, of LeMaitre Vascular, Inc. and one of our wholly-owned subsidiaries. We intend to use a portion of the proceeds of this offering to repay this term loan in full. See “Use of Proceeds.”

The revolving credit facility described above was entered into with Brown Brothers and provides that Brown Brothers will makes loans to us from time to time not to exceed $5.5 million less the principal amounts of any outstanding letters of credit, subject to a borrowing base qualification. The loans bear interest at a per annum rate equal to either LIBOR plus 300 basis points per annum or the base rate of a national bank, adjusted daily, each as elected by Brown Brothers from time to time. The loans are payable upon the earlier of demand and acceleration by Brown Brothers following the occurrence of an event of default or February 6, 2008 and may be prepaid in whole or in part at any time without penalty. Brown Brothers has a first priority security interest in all of the tangible and intangible property of LeMaitre Vascular, Inc. and one of our wholly-owned subsidiaries. We intend to use a portion of the proceeds of this offering to pay down this revolving credit facility in full. The revolving credit facility expires on February 6, 2008. See “Use of Proceeds.”

Critical Accounting Policies and Estimates

We have adopted various accounting policies to prepare our consolidated financial statements in accordance with U.S. generally accepted accounting principals, or U.S. GAAP. Our most significant accounting policies are described in note 1 to our consolidated financial statements included elsewhere in this prospectus. The preparation of our consolidated financial statements in conformity with U.S. GAAP requires us to make estimates and assumptions that affect the amounts reported in our consolidated financial statements and accompanying notes. Our estimates and assumptions, including those related to bad debts, inventories, intangible assets, sales returns and discounts, and income taxes are updated as appropriate.

Certain of our more critical accounting policies require the application of significant judgment by management in selecting the appropriate assumptions for calculating financial estimates. By their nature, these judgments are subject to an inherent degree of uncertainty. These judgments are based on our historical experience, terms of existing contracts, our observance of trends in the industry, information provided by physicians who use our products and information available from other outside sources, as appropriate. Different, reasonable estimates could have been used in the current period.

Additionally, changes in accounting estimates are reasonably likely to occur from period to period. Both of these factors could have a material impact on the presentation of our financial condition, changes in financial condition or results of operations.

We believe that the following financial estimates are both important to the portrayal of our financial condition and results of operations and require subjective or complex judgments. Further, we believe that the items discussed below are properly recorded in our consolidated financial statements for all periods presented. Management has discussed the development, selection and disclosure of our most critical financial estimates with the audit committee of our board of directors and our independent registered public accounting firm. The judgments about those financial estimates are based on information available as of the date of our consolidated financial statements. Those financial estimates include:

Revenue Recognition

We recognize revenue in accordance with SEC Staff Accounting Bulletin, or SAB, No. 104, *Revenue Recognition.* SAB No. 104 requires that four basic criteria must be met before revenue can be recognized: (1) persuasive evidence of an arrangement exists; (2) delivery has occurred or services have been rendered; (3) the fee is fixed or determinable; and (4) collectibility is reasonably assured. We generally use customer purchase orders or contracts to determine the existence of an arrangement. We use shipping documents and third party proof of delivery to verify that title has transferred. We assess whether the fee is fixed or determinable based on the terms of the agreement associated with the transaction. In order to determine whether collection is probable, we assess a number of factors, including past transaction history with the customer and the creditworthiness of the customer. If we determine that collection is not reasonably assured, we would defer the recognition of revenue until collection becomes reasonably assured, which is generally upon receipt of payment. We account for product returns in accordance with Statement of Financial Standards, or SFAS, No. 48, *Revenue Recognition When Right of Return Exists*, providing for returns based on our historical return product history.

Accounts Receivable

Accounts receivable are generally due within 30 to 60 days of invoice and are stated at amounts due from customers, net of an allowance for doubtful accounts. We perform ongoing customer credit evaluations and adjust credit limits based upon payment history and the customer's current credit worthiness, as determined by a review of their current credit information. We continuously monitor aging reports, collections and payments from customers, and maintain a provision for estimated credit losses based upon historical experience and any specific customer collection issues we identify. While such credit losses have historically been within our expectations and allowances, we cannot guarantee the same credit loss rates will be experienced in the future. We write off accounts receivable when they become uncollectible. Our write-offs (recoveries) of accounts receivable for 2003, 2004 and 2005 were approximately $26,000, $(28,000) and $41,000, respectively.

Inventory

We value inventory at the lower of cost (on the first-in, first-out method) or market. On a quarterly basis, we review inventory quantities on hand and analyze the provision for excess and obsolete inventory based primarily on product expiration dating and our estimated sales forecast, which is based on sales history and anticipated future demand. Our estimates of future product demand may not be accurate and we may understate or overstate the provision required for excess and obsolete inventory. Accordingly, any significant unanticipated changes in demand could have a significant impact on the value of our inventory and results of operations. As of December 31, 2005 and March 31, 2006, our reserve for excess and obsolete inventory was $0.4 million and $0.4 million, respectively.

Stock-Based Compensation

Through December 31, 2005, we measured employee stock-based compensation expense using the intrinsic value-based method of accounting prescribed by Accounting Principles Board, or APB, Opinion No. 25, *Accounting for Stock Issued to Employees*, Financial Accounting Standards Board, or FASB, Interpretation No., or FIN, 44, *Accounting for Certain Transactions Involving Stock Compensation*, and related interpretations. For stock options granted to employees, no compensation expense is recognized unless the exercise price is less than the estimated fair value, for financial reporting purposes.

We comply with the disclosure requirements of SFAS No. 123, *Accounting for Stock-Based Compensation,* as amended by SFAS No. 148, *Accounting for Stock-Based Compensation—Transition and Disclosure—an amendment of FASB Statement No. 123* , which require that we disclose our pro forma net income or loss and net income or loss per common share as if we had expensed the fair value of employee stock options. For purposes of this pro forma disclosure, we estimated the fair value of stock options issued to employees using the minimum value valuation option-pricing model. Our minimum value valuation option-pricing model required the input of highly subjective assumptions, including the expected life of these options and our expected stock price volatility. Therefore, the estimated fair value of our employee stock options could vary significantly as a result of changes in the assumptions used. Our use of the minimum value model was primarily due to our determination as to its appropriateness as well as its general acceptance as an option valuation technique for private companies. As described below, we will not utilize the minimum value method subsequent to January 1, 2006, and the fair value of our options will be higher as a result.

Options issued under our equity incentive plans prior to December 20, 2004 were subject to a call right which allowed us, in the event of the termination of the employee, to purchase shares issued under the option for cash at a price other than fair value. Under FIN 44, effective July 1, 2000, any options issued with this cash settlement feature are required to be accounted for using variable plan accounting. Variable plan accounting requires the recognition of compensation expense and a related obligation based upon the increase in the value over the exercise price of the shares to which the option is subject, as vesting occurs. As a result, we recognized $0.4 million in 2003 and $0.3 million in 2004 as stock-based compensation. As of December 31, 2003, the obligation related to these rights amounted to $0.8 million. On December 31, 2004, modifications to the stock option plan eliminated these rights. As a result, the obligation as of December 31, 2003 of $0.8 million plus the 2004 expense of $0.3 million, totaling $1.1 million, was reclassified to stockholders equity. See note 9 to our consolidated financial statements included in this prospectus.

Through December 31, 2005, we accounted for stock-based compensation expense for non-employees using the fair value method prescribed by SFAS No. 123 and the Black-Scholes option-pricing model, and record the fair value, for financial reporting purposes, of non-employee stock options as an expense over either the vesting term of the option or the service period.

In December 2004, FASB issued SFAS No. 123R, *Share-Based Payment*, which requires companies to expense the fair value of employee stock options and other forms of share-based compensation. Effective January 1, 2006, we adopted SFAS No. 123R. SFAS No. 123R requires nonpublic companies that used the minimum value method in SFAS No. 123 for either recognition or pro forma disclosures to apply SFAS No. 123R using the prospective-transition method. As such, we will continue to apply APB 25 in future periods to equity awards outstanding at the date of SFAS No. 123R's adoption that were measured using the minimum value method. In accordance with this standard, the prior period pro forma stock information has not been restated. In accordance with SFAS No. 123R, we will recognize the compensation cost of share-based awards on a straight-line basis over the vesting period of the award. For the three months ended March 31, 2006, we recorded expense of approximately $1,000 in connection with share-based payment awards. The future expense of non-

vested options of approximately $19,000 is to be recognized ratably over the next 19 quarters. The adoption of SFAS No. 123R had no effect on cash flow for the three months ended March 31, 2006.

In 1997 we issued to two of our executive officers stock options for the purchase of an aggregate of 386,272 shares and to one of these executive officers an award of an additional 252,852 shares of our common stock. The options and award were subject to restricted stock agreements which provided us the right to purchase, and the executive officers with the right to cause us to purchase, these shares. The purchase right features of these agreements terminate upon the completion of a public offering of our common stock. See "Certain Relationships and Related Party Transactions—Transactions with our Executive Officers and Directors." We accounted for these options and award until 1998 using variable plan accounting since the exercise of the employee repurchase price was considered likely based on the lack of marketability of our common stock. After reviewing a variety of factors, we subsequently determined that the likelihood of either us or these executive officers exercising these purchase options was remote. Consequently, subsequent to 1998 we have accounted for these options and award using fixed plan accounting. See note 9 of our consolidated financial statements included elsewhere in this prospectus.

Upon adoption of SFAS No. 123R, based on the use of the prospective method of adoption, these options and this award will continue to be accounted for under APB No. 25 as fixed plan arrangements. Concurrently with the adoption of SFAS No. 123R, we applied the guidance included in Accounting Series Release No. 268 and Emerging Issues Task Force No. D-98 with respect to the redemption feature related to these options and award. The effect of the adoption resulted in the classification of the intrinsic value of the redemption feature of $6.5 million at January 1, 2006 from retained earnings to other than permanent equity. During the quarter ended March 31, 2006, the value of the redemption feature increased by $0.1 million to $6.6 million, which amount was charged against retained earnings.

Prior to this offering there was no public market for our common stock, and in connection with our issuance of stock options the fair value for our common stock was estimated by our board of directors, with input from management. Our board of directors exercised judgment in determining the estimated fair value of our common stock on the date of grant based on several factors, including transactions in our common stock, key milestones achieved in our business, and both historical and forecasted net sales. In the absence of a contemporaneous arms-length transaction, our board typically estimated the fair value of our common stock based upon an enterprise valuation determined by multiplying our trailing six months of net sales by two, and then multiplying that amount by four. We believed this to be a reasonable methodology based upon our internal peer company analyses and based on several arms-length transactions involving our common stock supportive of the results produced by this valuation methodology. We have not historically obtained contemporaneous valuations by an unrelated valuation specialist because, at the time of the issuances of stock options, we believed our estimates of the fair value of our common stock to be reasonable and consistent with our understanding of how similarly situated companies in our industry are valued.

During the twelve-month period ended March 31, 2006, we granted stock options with exercise prices as follows:

Grants made during the three months ended	Number of option shares granted	Weighted-average exercise price	Weighted-average fair value per share
June 30, 2005	44,362	$ 11.11	$ 11.11
September 30, 2005	15,927	11.30	11.30
December 31, 2005	226,957	11.78	11.78
March 31, 2006	2,756	11.84	11.84
Total	290,002		

In connection with the preparation of our financial statements for the year ended December 31, 2005 and in preparing for the initial public offering of our common stock, we reassessed the valuations of our common stock during the twelve-month period ended March 31, 2006, in light of the AICPA's Practice Aid *Valuation of Privately-Held-Company Equity Securities Issued as Compensation,* which we refer to as the practice aid. In conducting this assessment we took into consideration the market and income approaches to valuation as set forth in the practice aid. We believe that the valuation methodologies that we used prior to this public offering are consistent with the practice aid. Based on the foregoing analysis, we concluded that for all options granted during the twelve-month period ended March 31, 2006, in no case did the fair value of our common stock, for financial reporting purposes, exceed the exercise price for these options at the time of grant.

Valuation of Goodwill, Other Intangibles

When we acquire another company, the purchase price is allocated, as applicable, among acquired tangible net assets, identifiable intangible assets, and goodwill as required by U.S. GAAP. Goodwill represents the excess of the aggregate purchase price over the fair value of net assets of the acquired businesses. Goodwill is tested for impairment annually, or more frequently if changes in circumstance or the occurrence of events suggest an impairment exists. The test for impairment requires us to make several estimates about fair value, most of which are based on projected future cash flows. Our estimates associated with the goodwill impairment tests are considered critical due to the amount of goodwill recorded on our combined consolidated balance sheets and the judgment required in determining fair value amounts, including projected future cash flows. Goodwill was $6.2 million, $6.7 million and $8.9 million at December 31, 2003 and 2004 and 2005, respectively.

Other intangible assets consist primarily of purchased developed technology, patents, customer relationships and trademarks and are amortized over their estimated useful lives, ranging from five to 17 years. We review these intangible assets for impairment as changes in circumstance or the occurrence of events suggest the remaining value may not be recoverable. Other intangible assets, net of accumulated amortization, were $0.8 million, $1.6 million and $2.4 million at December 31, 2003 and 2004 and 2005, respectively.

The evaluation of asset impairments related to goodwill and other intangible assets require us to make assumptions about future cash flows over the life of the asset being evaluated. These assumptions require significant judgment and actual results may differ from assumed or estimated amounts.

Accounting for Income Taxes

As part of the process of preparing our combined consolidated financial statements we are required to determine our income taxes in each of the jurisdictions in which we operate. This process involves estimating our actual current tax expense together with assessing temporary differences resulting from recognition of items for income tax and accounting purposes. These differences result in deferred tax assets and liabilities, which are included within our combined consolidated balance sheet. We must then assess the likelihood that our deferred tax assets will be recovered from future taxable income and, to the extent we believe that recovery is not likely, we must establish a valuation allowance. To the extent we establish a valuation allowance or increase this allowance in a period, we must reflect this increase as an expense within the tax provision in the statement of operations.

We do not provide for income taxes on undistributed earnings of foreign subsidiaries, as our current intention is to permanently reinvest these earnings.

Management's judgment is required in determining our provision for income taxes, our deferred tax assets and liabilities and any valuation allowance recorded against our net deferred tax assets. We

will continue to monitor the realizability of our deferred tax assets and adjust the valuation allowance accordingly. We have recorded a valuation allowance on our net deferred tax assets of $0.9 million and $1.2 million as of December 31, 2004 and 2005, respectively.

Seasonality

Aspects of our business are seasonal in nature. We traditionally experience slightly decreased sales volumes in the third quarter as a result of reduced surgical procedure volume due to summer holidays in our U.S. and European markets.

Off-Balance Sheet Arrangements

We do not currently have, nor have we ever had, any relationships with unconsolidated entities or financial partnerships, such as entities often referred to as structured finance or special purpose entities, which would have been established for the purpose of facilitating off-balance sheet arrangements or other contractually narrow or limited purposes. In addition, we do not engage in trading activities involving non-exchange traded contracts. As a result, we are not materially exposed to any financing, liquidity, market or credit risk that could arise if we had engaged in these relationships.

Quantitative and Qualitative Disclosures about Market Risk

We are exposed to various market risks arising from adverse changes in market rates and prices, such as foreign exchange fluctuations and interest rates, which could impact our results of operations and financial position. We do not currently engage in any hedging or other market risk management tools, and we do not enter into derivatives or other financial instruments for trading or speculative purposes.

Foreign Currency Exchange Rate Risk. Fluctuations in the rate of exchange between the U.S. dollar and foreign currencies, primarily the Euro, could adversely affect our financial results. For the year ended December 31, 2005, approximately 34% of our sales were denominated in foreign currencies. We expect that foreign currencies will continue to represent a similarly significant percentage of our sales in the future. Selling, marketing and administrative costs related to these sales are largely denominated in the same respective currency, thereby mitigating our transaction risk exposure. We therefore believe that the risk of a significant impact on our operating income from foreign currency fluctuations is not substantial. However, for sales not denominated in U.S. dollars, if there is an increase in the rate at which a foreign currency is exchanged for U.S. dollars, it will require more of the foreign currency to equal a specified amount of U.S. dollars than before the rate increase. In such cases and if we price our products in the foreign currency, we will receive less in U.S. dollars than we did before the rate increase went into effect. If we price our products in U.S. dollars and competitors price their products in local currency, an increase in the relative strength of the U.S. dollar could result in our price not being competitive in a market where business is transacted in the local currency.

Approximately 87% of our sales denominated in foreign currencies are denominated in the Euro. Our principal exchange rate risk therefore exists between the U.S. dollar and the Euro. Fluctuations from the beginning to the end of any given reporting period result in the re-measurement of our foreign currency-denominated receivables and payables, generating currency transaction gains or losses that impact our non-operating income/expense levels in the respective period and are reported in other (income) expense, net in our combined consolidated financial statements. We recorded a $0.2 million foreign currency loss in 2005 and a $0.2 million foreign currency gain in 2004 related mainly to the re-measurement of our foreign currency-denominated receivables and payables. We do not currently hedge our exposure to foreign currency exchange rate fluctuations. We may, however, hedge such exposure to foreign currency exchange rate fluctuations in the future.

Interest Rate Risk. Changes in interest rates may affect the interest paid (or earned) and therefore affect our cash flows and results of operations. As of March 31, 2006, we were exposed to interest rate risk with respect to our two credit facilities with Brown Brothers: $1.0 million for our term note due in April 2008 payable at an interest rate of prime plus 0.5%, or the three-month LIBOR plus 3.5%, and $1.1 million for our revolving line of credit payable at prime. At March 31, 2006, the rates of interest on the term note and the revolving credit lines were 8.25% and 7.75%, respectively.

Our excess cash is kept in bank accounts which earn nominal interest and, to a lesser extent, highly liquid, short-term, investment grade securities with maturities of less than one year with variable interest rates. These investments are not held for speculative or trading purposes.

Recent Accounting Pronouncements

In November 2004, the FASB issued SFAS No. 151, *Inventory Costs, An Amendment of Accounting Research Bulletin No. 43, Chapter 4*, which adopts wording from the International Accounting Standards Board's, or IASB, IAS 2 *Inventories* in an effort to improve the comparability of cross-border financial reporting. The new standard indicates that abnormal freight, handling costs and wasted materials (spoilage) are required to be treated as current period charges rather than as a portion of inventory cost. Additionally, the standard clarifies that fixed production overhead should be allocated based on the normal capacity of a production facility. The statement is effective for us beginning in 2006. Adoption is not expected to have a material impact on our combined consolidated earnings, financial position or cash flows.

On December 16, 2004, the FASB issued SFAS No. 123R, *Share-Based Payment.* SFAS No. 123R supersedes APB Opinion No. 25, *Accounting for Stock Issued to Employees.* Generally, the approach in SFAS No. 123R is similar to the approach described in SFAS No. 123. However, SFAS No. 123R requires all share-based payments to employees or directors, including grants of employee and director stock options, to be recognized as an expense on the income statement based on their fair values. Pro forma disclosure is no longer an alternative. SFAS No. 123R must be adopted no later than January 1, 2006. We adopted SFAS No. 123R on January 1, 2006.

As permitted by SFAS No. 123, through December 31, 2005 we accounted for share-based payments to employees using the intrinsic value method under APB Opinion No. 25 and, as such, we generally recognized no compensation cost for employee stock options issued at fair market value. Accordingly, the adoption of the fair value method under SFAS No. 123R will have a significant impact on our results of operations, although it will have no impact on our overall financial position. The impact of adoption of SFAS No. 123R cannot be predicted at this time because it will depend on levels of share-based payments granted in the future. However, had we adopted SFAS No. 123R in prior periods, the impact of that standard would have approximated the impact of SFAS No. 123 as described in the disclosure of pro forma net loss and loss per share in note 1 to our consolidated financial statements.

In June 2005, the FASB issued SFAS No. 154, *Accounting Changes and Error Correction*, a replacement of APB No. 20, *Accounting Changes*, and SFAS No. 3, *Reporting Accounting Changes*. SFAS No. 154 changes the requirements related to accounting for and reporting of a change in accounting principle. This Statement applies to all voluntary changes in accounting principle and changes required by a new accounting pronouncement, in the unusual instance that the pronouncement does not include specific transition provisions. SFAS No. 154 requires retrospective application to prior periods' financial statements of changes in accounting principle versus the previous guidance which allowed the recording of the impact of an accounting change in the current period's net income as a cumulative effect adjustment. This Statement is effective for us beginning in fiscal year 2007. Adoption is not expected to have a material impact on our consolidated earnings, financial condition or cash flows.

BUSINESS

Overview

LeMaitre Vascular is a global provider of medical devices for the treatment of peripheral vascular disease. We develop, manufacture and market disposable and implantable vascular devices to address the needs of vascular surgeons and interventionalists. Our diversified portfolio of peripheral vascular devices consists of brand name products that are used in arteries and veins outside of the heart and are well known to vascular surgeons.

We were founded in 1983 by George D. LeMaitre, M.D., a vascular surgeon and the inventor of our first product, the valvulotome. Over the past 23 years we have remained focused on the needs of vascular surgeons while also addressing the needs of interventional radiologists and cardiologists when they work in peripheral vessels. We believe that our strong brands, expanding suite of peripheral vascular devices and broad network of vascular surgeon customers distinguish us as a vascular surgery company.

Since 1998, we have grown our business by using a three-pronged strategy: building a worldwide direct sales force, acquiring complementary vascular devices and developing and enhancing our in-house manufacturing competencies. We have executed on this strategy with only $16.4 million in outside equity capital. During this period, our net sales have grown at a compound annual growth rate of 34%, including acquisitions, from net sales of $4.0 million for the year ended December 31, 1998 to net sales of $30.7 million for the year ended December 31, 2005.

Our devices are used to treat peripheral vascular disease, a condition that we estimate affects more than 20 million people worldwide. We estimate that the annual worldwide market for all peripheral vascular devices exceeds $3 billion, and that the annual worldwide market addressed by our ten current product lines exceeds $500 million. The increasing incidence and diagnosis of peripheral vascular disease is driving the growth of the market for peripheral vascular devices, which we estimate is growing at 8% per year. We believe that our focus on the vascular market and our growth strategy uniquely position us to capture an increasing share of this large and growing market.

Our product portfolio consists of brand name vascular devices that are designed to treat peripheral vascular disease, including the Expandable LeMaitre Valvulotome and the Pruitt-Inahara Carotid Shunt. In addition, we have sought to take advantage of the trend towards endovascular techniques and other innovative procedures that utilize more complex, higher priced devices by acquiring new product lines. Recent acquisitions include the EndoFit Aortic Stent Graft, an endovascular device used to treat aortic aneurysms, and our AnastoClip Vessel Closure System, an implantable device used primarily in the creation of dialysis access sites. Our vascular surgeon customers are increasingly performing minimally invasive endovascular procedures, presenting us with attractive opportunities to sell new devices that address their changing product needs.

We sell our products primarily through a direct sales force. As of March 31, 2006, our sales force was comprised of 47 sales professionals in the United States, European Union and Japan. We also sell our products through a network of distributors in various countries outside of the United States and Canada. For the twelve months ended March 31, 2006, approximately 82% of our net sales were generated through direct sales to hospitals, and no customer accounted for more than approximately 4% of our net sales.

We have built our portfolio of vascular devices primarily through acquisitions. Since 1998, we completed six acquisitions for an aggregate consideration of $14.9 million of cash, assumed debt and stock. For the twelve months ended March 31, 2006, the product lines we acquired in these six

acquisitions accounted for 65% of our total net sales. We have substantially completed the integration of each of these acquired product lines and businesses, consolidating nearly all of our manufacturing operations into our Burlington, Massachusetts headquarters.

Industry Background

We estimate that peripheral vascular disease affects more than 20 million people worldwide, including twelve million people in the United States and seven million people in Europe. The disease encompasses a number of conditions in which the arteries or veins that carry blood to or from the legs, arms or organs other than the heart become narrowed, obstructed, weakened or otherwise compromised. In many cases peripheral vascular disease goes undetected, sometimes leading to life-threatening events such as stroke, ruptured aneurysm, pulmonary embolism or death.

Clinical studies have identified several factors that increase the risk of peripheral vascular disease, including smoking, diabetes, obesity, high blood pressure, lack of exercise, coronary artery disease, high cholesterol and being over the age of 65. Demographic trends suggest an increase in the prevalence of peripheral vascular disease over time, driven primarily by rising levels of obesity and diabetes and an aging population.

The growing prevalence of diabetes, among other factors, has also led to an increase in the number of people suffering from end stage renal disease. Patients with end stage renal disease require a regular regimen of dialysis, an intravenous therapy that removes toxins and excess fluids from the bloodstream. Dialysis frequently requires the patient to undergo vascular procedures to create and preserve vessel access sites.

The Vascular Device Market and the Role of the Vascular Surgeon

We estimate that the worldwide market for peripheral vascular devices exceeds $3 billion. We believe this market is growing due to the increase in the incidence and diagnosis of peripheral vascular disease, the shift to higher priced endovascular devices and the adoption of western healthcare standards by the developing world.

Vascular surgeons primarily treat peripheral vascular disease, but also perform vascular procedures associated with other diseases, such as end stage renal disease. In the United States there are more than 2,000 board-certified vascular surgeons and several thousand general surgeons who perform vascular procedures. We estimate there are more than 3,000 vascular surgeons in Europe and Japan. In contrast to interventional cardiologists and interventional radiologists, neither of whom are certified to perform open surgical procedures, vascular surgeons can perform both open surgical and minimally invasive endovascular procedures and are therefore uniquely positioned to provide patients with a wider range of treatment options.

Vascular surgery involves opening the body, cutting vessels and suturing. Typical vascular procedures include lower extremity bypass surgery, carotid endarterectomy and abdominal aneurysm repair. Vascular surgery is often invasive and requires extended hospital stays. In contrast, endovascular procedures typically are minimally invasive and involve repairing vessels from within. Catheter-based devices are inserted through a small incision and are directed with the assistance of real-time imaging technologies. Typical endovascular procedures include angioplasty, stenting, stent-grafting and atherectomy.

Vascular surgeons are increasingly adopting new endovascular techniques. According to the Healthcare Cost and Utilization Project, of the 1.1 million surgical procedures for peripheral vascular disease performed in the United States in 2003, over 38% were endovascular procedures, as

compared to 25% in 1997. Due in part to the reduced hospital stays which they enable, endovascular devices typically command significantly higher prices than devices used in vascular surgery devices.

We believe that the purchasing volume of the vascular surgeon will continue to increase as a result of these trends. Given our long-term focus on the vascular surgeon, we believe we are well positioned to address the needs of this attractive target customer.

Our History

We were founded in 1983 by George D. LeMaitre, M.D., a vascular surgeon who designed and developed the predecessor to our Expandable LeMaitre Valvulotome. We sold this device exclusively during the 1980s and in 1992 we generated annual net sales of $0.8 million. We accomplished this with four employees, sharing space with Dr. LeMaitre's private surgical practice in Andover, Massachusetts.

In 1992, George W. LeMaitre, our Chairman, President and Chief Executive Officer, and Dr. LeMaitre's son, joined LeMaitre Vascular with a vision of creating a company focused on serving the broader needs of the vascular surgeon. Throughout most of the 1990s, we used cash generated from operations and a nominal amount of bank debt to fund the further development of the valvulotome and to establish the LeMaitre Vascular brand. In 1997, we generated annual net sales of $3.0 million with 15 employees.

Beginning in 1998, we initiated a strategic plan to accelerate our growth through the execution of three key initiatives:

- build a worldwide direct sales force;
- acquire complementary vascular devices; and
- develop in-house manufacturing and assembly capabilities.

In order to execute on these three initiatives, we raised $16.4 million of equity capital through a series of financing rounds from 1998 to 2005. Much of this equity capital came from a broad network of vascular surgeons and other industry professionals. These investors also helped us to identify and evaluate potential product acquisitions, enhance our product development efforts and train our sales force.

From 1998 to 2005, we completed six acquisitions for an aggregate consideration of $14.9 million in cash, assumed debt and stock, each of which is described in the following table:

Date Acquired	Product Lines / Business Acquired	Previous Owner (*Location*)
February 1998	Contract manufacturer	Whittaker Screen Printing (*Lawrence, Massachusetts*)
June 1999	Single Lumen Embolectomy Catheters OptiLock Implantable Ports	Vermed SARL (*Neuilly-en-Thelle, France*)
March 2001	Pruitt-Inahara Carotid Shunt Reddick Cholangiogram Catheter Pruitt Occlusion and Perfusion Catheters Dual Lumen Embolectomy Catheters Reddick-Saye Screw Grice Suture Needle	Horizon Medical Products, Inc. (*St. Petersburg, Florida*)
April 2003	Expedial Vascular Access Graft	Credent Limited (*Brymbo, United Kingdom*)
February 2004	AnastoClip Vessel Closure System	Tyco Healthcare Group LP (*Norwalk, Connecticut*)
February 2005	EndoFit Aortic Stent Graft	Endomed, Inc. (*Phoenix, Arizona*)

The product lines in the above table accounted for 65% of our total net sales for the twelve months ended March 31, 2006.

We have not yet completed the relocation of our manufacturing operations related to our Expedial Vascular Access Graft and EndoFit Aortic Stent Graft. Otherwise, we have substantially completed the integration of each of these product lines and businesses, consolidating nearly all of our manufacturing operations into our Burlington, Massachusetts headquarters.

For the year ended December 31, 2005, we generated net sales of $30.7 million, and as of year-end we offered ten product lines across three product categories. We believe that the proceeds from this offering will enable us to continue our growth by executing on these strategic initiatives on a larger scale.

Our Business Strategies

Our goal is to be the leading global provider of medical devices to vascular surgeons and interventionalists. To achieve this objective, we intend to utilize the following strategies:

- ***Further Expand Our Direct Sales Force in the United States, the European Union and Japan.*** We sell our products primarily through a direct sales force comprised as of March 31, 2006 of 47 sales professionals in the United States, the European Union and Japan. We intend to accelerate the expansion of our sales force in these markets. In the United States, for example, we sell directly to hospitals but do not have sales coverage in several large markets. Outside the United States, we believe we could initiate or significantly expand direct sales coverage in a number of large markets, such as Japan and France.
- ***Convert Additional Countries from Distributor to Direct Sales.*** We intend to convert selected countries from distributor to direct sales. We believe that direct-to-hospital sales engender closer customer relationships, allow for higher selling prices and gross margins and are not subject to the risk of customer churn resulting from distributor turnover. In 1997, 100% of our sales in Europe, totaling $0.4 million, were through distributor channels. Since then, we have converted nine countries from distributor to direct sales. In 2005, 60% of our sales outside the United States, totaling $6.4 million, were through direct sales.
- ***Add Complementary Products through Acquisitions.*** We believe our significant experience in acquiring and integrating product lines and businesses is one of our principal competitive advantages. Since 1998, we have completed six acquisitions. We actively track industry developments and plan to acquire additional product lines and businesses as a means of further accessing the $3 billion peripheral vascular device market. We will pursue acquisitions in a disciplined manner to expand and diversify our product offerings and add new technology platforms.
- ***Obtain Regulatory Approvals for Our Products in New Markets.*** We intend to obtain regulatory approvals for our devices in new markets. For example, we currently market our EndoFit device in the European Union and have focused our near-term efforts on obtaining regulatory approval for this product in the United States and China for the abdominal aorta and thoracic aorta, respectively.
- ***Capture Manufacturing Efficiencies and Other Economies of Scale.*** We will continue to seek new opportunities to improve our gross margins and operating profitability, in particular by seeking to capture manufacturing efficiencies and other economies of scale as our business grows. We believe that the integration of nearly all of our manufacturing operations to our Burlington, Massachusetts facility, together with our lean manufacturing efforts, have yielded tangible improvements to our gross margins and operating profitability. We also believe that

complementary product line acquisitions will help make our direct sales force more productive, allowing them to sell more devices to their customers on a single sales call.

Our Products

The following table describes the primary use and regulatory status of each of our ten product lines:

Product Category	Product Line	Primary Use	Available for Sale In		
			United States	European Union	Japan
Endovascular & Dialysis Access	EndoFit Aortic Stent Graft	Endovascular repair of aortic aneurysm and dissection	In clinical studies[1]	✓	
	VascuTape Radiopaque Tape	Improvement in precision and accuracy of endovascular procedures	✓	✓	✓
	AnastoClip Vessel Closure System	Attachment of blood vessels, primarily for dialysis access	✓	✓	✓
	Expedial Vascular Access Graft	Synthetic blood vessel used for dialysis access	In clinical studies[1]	✓	
Vascular	Expandable LeMaitre Valvulotome	Destruction of vein valves to create vein bypass graft	✓	✓	✓
	Pruitt-Inahara Carotid Shunt	Facilitation of blood flow to brain during carotid plaque removal	✓	✓	✓
	InvisiGrip Vein Stripper	Single-incision removal of varicose veins	✓	✓	Application pending[2]
	LeMaitre Embolectomy Catheters Pruitt Occlusion and Perfusion Catheters	Removal of blood clots; occlusion and facilitation of blood flow	✓	✓	✓
General Surgery	Reddick Cholangiogram Catheter	Introduction of dye into the cystic duct	✓	✓	Application pending[2]
	OptiLock Implantable Port	Central venous infusion of drugs and nutrients	✓	✓	

(1) We are conducting clinical studies in the United States on the EndoFit AUI Stent Graft and the Expedial Vascular Access Graft. See "—Clinical Studies" for a description of these clinical studies.

(2) We are preparing an application for Shonin registration to be filed with Japan's Ministry of Health, Labor and Welfare.

Peripheral vascular disease affects blood vessels outside the heart and is typically treated by vascular surgeons. Coronary artery disease affects the coronary arteries and is typically treated by cardiovascular surgeons and cardiologists. We do not market our products for the treatment of coronary artery disease and most of our devices are not indicated for this use.

Endovascular & Dialysis Access Products

Endovascular

Our endovascular products are used by vascular surgeons and interventionalists in minimally invasive endovascular procedures, such as angioplasty, stenting, stent-grafting and atherectomy.

EndoFit Aortic Stent Graft

The EndoFit Aortic Stent Graft is a line of endovascular grafts used to treat aortic aneurysms, a weakening and ballooning of the aorta. The EndoFit thoracic stent graft is used to treat the thoracic aorta and the EndoFit Aorto-Uni-Iliac (AUI) Stent Graft is used to treat the abdominal aorta. The EndoFit devices' flexible, encapsulated design, in contrast to devices currently available commercially, use ePTFE, or expanded polytetrafluoroethylene, which is designed to prevent stent scaffolding from contacting either the blood stream or the vessel wall. This design also allows us to offer a wide range of stent grafts sizes, including tapered grafts, which fit a wider range of patient anatomies than many of our competitors. Our design also allows us to rapidly build the device to fulfill custom orders. We acquired our EndoFit product line through our acquisition of Endomed in February 2005.

Our EndoFit product line is currently sold in the European Union and a small number of foreign jurisdictions. We are currently conducting a pilot study in the United States for our Endofit AUI device, and a clinical study in China for our thoracic EndoFit device.

VascuTape Radiopaque Tape

VascuTape Radiopaque Tape is a flexible, medical-grade tape with centimeter or millimeter markings printed in our proprietary radiopaque ink that is visible both to the eye and to an x-ray machine or fluoroscope. VascuTape is applied to the skin and provides vascular surgeons and interventionalists with a simple way to cross-reference precisely between the inside and the outside of a patient's body, allowing them to accurately size or locate tributaries or lesions beneath the skin. VascuTape enables smaller skin incisions, more accurate lesion location, more precise stent and catheter sizing and reduced contrast injections. VascuTape was invented by our founder, George D. LeMaitre, M.D., and received FDA 510(k) clearance in 1993.

Our VascuTape product line is currently sold in the United States, the European Union, Japan and many other foreign jurisdictions.

Dialysis Access

Dialysis is an intravenous therapy, typically performed three or more times per week, that removes toxins and excess fluids from the bloodstream in end stage renal disease patients. Dialysis requires access to the patient's bloodstream through large needles or catheters. Our dialysis access products are used in surgical procedures that facilitate the creation of dialysis access sites, typically in a patient's arm. Vascular surgeons perform a critical role in the care and treatment of end stage renal disease by creating and maintaining these access sites.

AnastoClip Vessel Closure System

The AnastoClip Vessel Closure System is a titanium clip implanted by vascular surgeons to attach vessels, native and prosthetic, to each other. The AnastoClip Vessel Closure System creates an interrupted anastomosis, or a vessel attachment, that is designed to expand and contract as the vessel pulses, which we believe improves the durability of the anastomosis. The AnastoClip Vessel Closure System has the further advantage that it does not puncture the vessel

wall and disrupt blood flow. A retrospective 1,110-patient clinical study published in the August 2003 *Journal of Vascular Surgery* found that the AnastoClip Vessel Closure System improved 24-month patency versus traditional continuous sutures from approximately 34% to 54% in arterio-venous fistulae, which are surgical attachments of arteries and veins, and from approximately 17% to 36% in prosthetic grafts attachments. Patency data was collected from a total of 1,385 vascular access anastomoses. We acquired the AnastoClip Vessel Closure System product line and related operations from Tyco Healthcare in February 2004.

Our AnastoClip Vessel Closure System product line is currently sold in the United States, the European Union, Japan and many other foreign jurisdictions.

Expedial Vascular Access Graft

The Expedial Vascular Access Graft is a prosthetic graft designed to expedite dialysis access. Dialysis can irreparably damage vessels, and prosthetic grafts are often considered as an access site alternative. Prosthetic grafts typically cannot be used in dialysis for several weeks following implantation and native vessels typically require an even longer period before use. Based on our experience in the European Union and in other foreign jurisdictions, we believe our Expedial device, by contrast, can be used shortly after surgical implantation, and we are conducting a U.S. clinical study seeking to demonstrate this and other endpoints. See "—Clinical Studies." We acquired the Expedial product line through our Credent acquisition in April 2003.

Our Expedial product line is currently sold in the European Union and other foreign jurisdictions. In February 2004, we launched a clinical study in the United States for our Expedial device.

Vascular Products

Our vascular products are used primarily in open vascular surgery for the treatment of peripheral vascular disease.

Expandable LeMaitre Valvulotome

The Expandable LeMaitre Valvulotome cuts valves in the saphenous vein, a vein that runs from the ankle to the groin, so that it can function as a bypass vessel to carry blood past diseased arteries to the lower leg or the foot. The Expandable LeMaitre Valvulotome is the only self-sizing, self-centering valvulotome available. We believe the Expandable LeMaitre Valvulotome reduces costs for hospitals by enabling less invasive bypass surgery to be performed with several one-inch incisions rather than one continuous ankle-to-groin incision, thereby reducing the length of hospital stays and the likelihood of wound complications. The Expandable LeMaitre Valvulotome is the sixth generation of the fixed-diameter valvulotome developed by our founder, George D. LeMaitre, M.D.

Our Expandable LeMaitre Valvulotome product line is currently sold in the United States, the European Union, Japan and many other foreign jurisdictions.

Pruitt-Inahara Carotid Shunt

The Pruitt-Inahara Carotid Shunt is used to temporarily divert, or shunt, blood to the brain while the surgeon removes plaque from the carotid artery in a carotid endarterectomy surgery. Our shunt features occlusion balloons which eliminate the need for clamps, thereby reducing vessel trauma. We acquired the Pruitt-Inahara Carotid Shunt product line and related operations from Horizon Medical in March 2001.

Our Pruitt-Inahara Carotid Shunt product line is currently sold in the United States, the European Union, Japan and many other foreign jurisdictions.

InvisiGrip Vein Stripper

The InvisiGrip Vein Stripper is a single-incision, inversion vein stripper, which is designed to provide a less traumatic alternative to standard vein strippers for the removal of the saphenous vein. Our InvisiGrip device enables the surgeon to complete the procedure in a minimally invasive fashion with just one incision versus a traditional two-incision procedure. We developed this device internally based on a patent we licensed from Robertus Welten, M.D., a vascular surgeon.

Our InvisiGrip product line is currently sold in the United States, the European Union and many other foreign jurisdictions.

LeMaitre Embolectomy Catheters and Pruitt Occlusion and Perfusion Catheters

Embolectomy catheters are used to remove blood clots from arteries or veins. We manufacture single lumen latex and latex-free embolectomy catheters as well as dual lumen embolectomy catheters. The dual lumen embolectomy catheter allows clot removal and simultaneous irrigation or guide-wire steerability. We acquired our LeMaitre Embolectomy Catheter product line and related operations in part from Vermed in June 1999 and in part from Horizon Medical in March 2001.

Occlusion catheters temporarily occlude blood flow to allow the vascular surgeon time and space to complete a given procedure. Perfusion catheters temporarily perfuse blood and other liquids into the vasculature. As with our Pruitt-Inahara Carotid Shunt, our Pruitt Occlusion and Perfusion Catheters reduce vessel trauma by using internal balloon fixation rather than traditional external clamp fixation. We acquired our Pruitt Occlusion and Perfusion Catheter product lines and related operations from Horizon Medical in March 2001.

Our embolectomy, occlusion and perfusion catheters are currently sold in the United States, the European Union, Japan and many other foreign jurisdictions.

General Surgery Products

Reddick Cholangiogram Catheter and Laparoscopic Accessories

The Reddick Cholangiogram Catheter is used to inject dye into the cystic duct during a laparoscopic cholecystectomy. In this procedure the gall bladder is dissected and removed through small punctures in the abdomen. We also offer two laparoscopic accessories used in laparoscopic gall bladder removal, the Reddick-Saye Screw and the Grice Suture Needle, which we license from third parties. We acquired the Reddick Cholangiogram Catheter and laparoscopic accessory product lines and related operations from Horizon Medical in March 2001.

Our Reddick Cholangiogram Catheter and laparoscopic accessory product lines are currently sold in the United States, the European Union and many other foreign jurisdictions.

OptiLock Implantable Port

Vascular access ports are implanted into the body and used for central venous administration of chemotherapy, fluids, nutrients and other therapies as well as for blood sampling for diagnostic purposes. Our OptiLock Implantable Port is a plastic port with a differentiated connection system design that allows physicians to securely connect the catheter to the port. We acquired the OptiLock Implantable Port product line and related operations from Vermed in June 1999.

Our OptiLock Implantable Port product line is currently sold in the United States, the European Union and many other foreign jurisdictions.

Clinical Studies

We conduct clinical studies in order to obtain regulatory approval and provide marketing data for our product lines. The goal of a clinical study is to evaluate the safety and/or clinical effectiveness of a device or the substantial equivalence to another device. We are currently conducting four clinical studies:

- ***EndoFit Thoracic Stent Graft (European Marketing Study).*** We are conducting a multi- center marketing study in the European Union to evaluate the use of the EndoFit Thoracic Stent Graft in treating type B dissections, a separation of the layers of the aortic wall that often leads to rupture and death. This study is intended to support an enhanced marketing claim. We are seeking to establish the safety and efficacy of the EndoFit Thoracic Stent Graft to seal dissection entry and exit points. We plan to enroll 50 patients and have enrolled four patients as of March 31, 2006. There is a three- and six-month follow-up period after the procedure.
- ***EndoFit AUI Stent Graft (U.S. Clinical Study).*** In October 2002, the previous owner of our EndoFit product line commenced a pilot study in the United States to support a possible PMA application for the AUI version of the EndoFit Aortic Stent Graft. We took over this study at the time of our acquisition of Endomed, Inc. in February 2005. In this study, we are seeking to demonstrate successful aneurysm exclusion without perioperative death, myocardial infarction, stroke, limb loss or surgical conversion. We plan to enroll up to 70 patients in this pilot study and have enrolled 47 patients as of March 31, 2006. A pilot study is a preliminary study and is not a pivotal trial, which would be the principal basis for PMA approval. In May 2006, we submitted an investigational device exemption, or IDE, supplemental application to the FDA to begin a pivotal clinical trial to evaluate the safety and effectiveness of the AUI version of the EndoFit Aortic Stent Graft in the treatment of aorto, aorto-iliac and/or iliac aneurysms. In June 2006, the FDA identified certain deficiencies in our IDE supplemental application that will need to be resolved before the FDA will grant approval to begin the pivotal clinical trial. We intend to respond to and work with the FDA to resolve these deficiencies.
- ***EndoFit Thoracic Stent Graft (Chinese Clinical Study).*** In August 2005, we commenced a clinical study to obtain approval from the Chinese State Food and Drug Administration, or SFDA, of our EndoFit Thoracic Stent Graft. In this study, we are seeking to demonstrate successful aneurysm exclusion without perioperative death, myocardial infarction, stroke, limb loss or surgical conversion. We plan to enroll 30 patients and have enrolled 16 patients as of March 31, 2006. There is a six-month follow-up period for each patient implanted with the device.
- ***Expedial Vascular Access Graft (U.S. Clinical Study).*** In May 2004, we commenced a clinical study in the United States to collect data to submit to the FDA in support of 510(k) clearance for our Expedial Vascular Access Graft. In this study, we are seeking to establish substantial equivalence to ePTFE grafts for effectiveness in maintaining primary or assisted primary patency. We are also studying time to first dialysis, which is the number of days between implantation of the graft and the first dialysis session. We plan to enroll 172 patients, 86 patients in each arm of the study, and we have enrolled 89 patients as of March 31, 2006. There is a twelve-month follow-up period following first dialysis.

Clinical studies are subject to a number of factors that can influence results, making it difficult to draw general conclusions. Peripheral vascular studies have historically involved very few patients, with even fewer patients available for long-term follow up and analysis. Among a small number of treated patients, these factors can influence the significance of clinical study results. Consequently, findings from one study should not be used to predict limitations or benefits of a particular means of treatment. We continually evaluate the potential financial benefits and costs of our clinical studies and the products being evaluated in them. If we determine that the costs associated with obtaining regulatory

approval of a product exceed the potential financial benefits of that product or if the projected development timeline is inconsistent with our investment horizon, we may choose to stop a clinical study and/or the development of a product.

Sales

The following table sets forth as of March 31, 2006 the number of our direct sales representatives and regional sales managers by geographic location:

Territory	Number of Sales Representatives	Number of Regional Sales Managers	Total Sales Professionals
United States	25	5(1)	30(1)
European Union	11	3(2)	14(2)
Japan	2	1	3
Total	38	9	47

(1) Includes our Vice President, North American Sales.
(2) Includes two export managers.

We believe the expansion of our direct sales force has been a key factor in our success and it remains one of our primary strategies. We intend to accelerate the expansion of our sales force. In the United States, for example, we sell directly to hospitals but do not have sales coverage in several large markets. Outside the United States, we expect to significantly expand direct sales coverage, including, in the near term, in Japan and France.

Outside our direct markets, as of March 31, 2006, we sell our products in 56 countries through a network of country-specific distributors, managed by two export managers based in Europe. We typically sign exclusive distribution agreements with terms of up to three years specifying minimum annual sales volumes and pricing. These agreements are only renewable by mutual agreement.

Marketing

We believe that our direct marketing efforts are critical to our brand development and continued success. Until 1998, we had no direct sales force and instead relied on direct marketing to generate brand awareness and product loyalty. We believe that our history as a direct marketer of medical devices serves us well today, allowing us to market to vascular surgeons beyond the reach of our direct sales force. Our direct marketing efforts are extensive. For example, in 2005, we conducted the following programs:

- We mailed over 140,000 brochures and direct mail pieces to vascular surgeons and interventionalists;
- We placed 32 full-page ads in vascular journals;
- We exhibited our devices at 63 vascular society congresses; and
- We trained 95 vascular surgeons in the use of our products.

Surgeon training is an important component of our marketing program. Through hands-on training at our nine training centers in the United States and the European Union, we have been able to educate physicians on the clinical efficacy, performance, ease of use, value and other advantages of our products. We also provide, from time to time, surgeon-to-surgeon support for our devices telephonically from vascular surgeon product experts. In addition, five surgeon inventors of our products are also available to answer questions, including Drs. George D. LeMaitre (Expandable LeMaitre Valvulotome), J. Crayton Pruitt (Pruitt-Inahara Carotid Shunt), Wolff M. Kirsch (AnastoClip Vessel Closure System), Robertus Welten (InvisiGrip Vein Stripper) and Eddie J. Reddick (Reddick Cholangiogram Catheter).

Manufacturing

Our manufacturing facilities are located in Burlington, Massachusetts and in Phoenix, Arizona. Our Burlington, Massachusetts facility includes a 7,656 square foot ISO 14644-1 Class 8 clean room and our Phoenix, Arizona facility includes a 1,200 square foot ISO 14644-1 Class 6 clean room.

As a result of the six acquisitions we executed between 1998 and 2005, we have operated factories in a variety of locations including France; the United Kingdom; St. Petersburg, Florida; Lawrence, Massachusetts; and Phoenix, Arizona. Most of our manufacturing operations have been relocated to our Burlington, Massachusetts headquarters in an effort to reduce costs and bring manufacturing closer to our research and development personnel.

We manufacture certain proprietary components and assemble, inspect, test and package our finished products. By designing and manufacturing many of our products from raw materials, and assembling and testing our subassemblies and products, we believe that we can maintain better quality control, ensure compliance with applicable regulatory standards and our internal specifications, limit outside access to our proprietary technology, ensure adequate product supply and make design modifications in a timely manner. We have custom-designed proprietary manufacturing and processing equipment and have developed proprietary enhancements for existing production machinery.

All of our products are built to stock. In addition, about 39% of our EndoFit Aortic Stent Grafts are custom-made for specific anatomies as requested by physicians. We believe our custom manufacturing of stent grafts is a competitive advantage that engenders surgeon loyalty and brand awareness.

Our management information systems provide us with the ability to evaluate our performance, collect business intelligence and make better strategic decisions. These systems include order entry, invoicing, on-line inventory management, lot traceability, purchasing, shop floor control and shipping and distribution analysis, as well as various accounting-oriented functions. During day-to-day operations, these systems enable us to track our products from the inception of an order through all parts of the manufacturing process through delivery of the product to the customer.

We have implemented a variety of manufacturing strategies and techniques with the goal of improving our gross margin and increasing product quality. By instituting lean manufacturing techniques, also known as Kaizen, we have been able to eliminate waste in the form of excess time, space and materials from several of our production lines, while simultaneously improving quality through single piece manufacturing flow.

We purchase components from third parties. Most of our components are readily available from several supply sources, but we rely on single and limited source suppliers for several of our key product components. We do not have contractual arrangements with most of these suppliers, and we order our supplies on an as-needed basis. To date, we have been able to obtain adequate supplies of all product and components in a timely manner from existing sources.

We are in the process of relocating our manufacturing operations in Phoenix, Arizona, where we currently produce our EndoFit Aortic Stent Graft product line, to our Burlington, Massachusetts manufacturing facility. We expect to complete this transition in 2006. There can be no assurance that we will be successful in making this transition on a timely basis or at all. Any disruption in our manufacturing capacity could impact our ability to produce sufficient inventory and meet the demands of our customers, which could adversely affect our financial condition and results of operations.

Our Burlington facility has been certified to ISO 13485:2003 standards, as well as the CMD/CAS Canadian Medical Device Regulations. ISO 13485 is a quality management system standard.

Obtaining ISO 13485 certification enables us to satisfy certain regulatory requirements of the European Union. If we were to lose these certifications, we would no longer be able to sell our products in these countries until we made the necessary corrections to our operations or satisfactorily completed an alternate European Union approval route that did not rely on compliance with quality system standards. Our manufacturing facilities are subject to periodic inspections by regulatory authorities and our Notified Body to ensure compliance with domestic and non-U.S. regulatory requirements. See "—Government Regulation."

Research and Development

Our research and development has primarily focused on developing improvements and extensions to our product lines and improving manufacturing techniques and processes. Our product development efforts are currently focused on next-generation improvements to our EndoFit Aortic Stent Graft, including design modifications to the stent graft and to the delivery system.

Our products are subject to our design control validation procedures throughout the various stages of product development. These procedures include bench testing, animal testing, human use testing conducted by independent physicians and post-market surveillance of product performance. We use feedback received from these physicians to demonstrate product functionality, safety and effectiveness before obtaining regulatory approval and commencing full-scale marketing of any product.

For fiscal 2003, 2004 and 2005, our research and development expenditures, including our clinical study expenditures, were $2.3 million, $2.1 million and $3.0 million, respectively, and constituted between 8% and 11% of net sales. As of March 31, 2006, our research and development staff consisted of eight full-time engineers and technicians.

Competition

The markets in which our ten product lines compete are characterized by rapid change resulting from technological advances and scientific discoveries. No one company competes against us in all of our product lines. Rather, we compete with a range of companies including large, publicly-traded device companies and small, privately-held companies. Notable competitors include C.R. Bard, Inc., Edwards LifeSciences Corporation, W. L. Gore & Associates, Medtronic, Inc., Cook Group Incorporated, Applied Medical Resources Corporation, VNUS Medical Technologies, Inc. and Uresil, LLC.

Our products compete primarily on the basis of their unique technology, quality, reliability, ease of use, cost-effectiveness, physician familiarity, brand recognition and service support. Several of our products are sold at higher prices than those of our competitors. We believe that our continued success will depend on our ability to broaden our direct sales channel, acquire or develop additional vascular device product lines, obtain patent or other product protections, obtain regulatory and reimbursement approvals, maintain sufficient inventory to meet customer demand, and attract and retain skilled personnel.

Many of our competitors have substantially greater financial, technological, research and development, regulatory, marketing, sales and personnel resources than we do. Certain of these competitors may also have greater experience in developing products, obtaining regulatory approvals, and manufacturing and marketing such products. Certain of these competitors may obtain patent protection or regulatory approval or clearance, or achieve product commercialization, before us, any of which could materially adversely affect us.

Intellectual Property

We believe that our success is dependent, to a great extent, on the development and maintenance of proprietary aspects of our technologies. We rely on a combination of patents, trademarks, trade secret laws, and confidentiality and invention assignment agreements to protect our intellectual property rights.

We own or have rights in 33 issued U.S. patents, four pending U.S. patent applications, 56 issued foreign patents, and 14 pending foreign patent applications, certain of which relate to various aspects of our products or manufacturing processes. For example, of these issued patents, 26 U.S. patents relate to our endovascular and dialysis products which have 43 corresponding issued foreign patents that we own or in which we have rights, four U.S. patents relate to our vascular products which have 12 corresponding issued foreign patents that we own or in which we have rights, and one U.S. patent relates to our general surgery products which has no corresponding issued foreign patents that we own or in which we have rights. The majority of our issued U.S. patents are set to expire at various times from 2012 to 2020. Our patent relating to the manufacturing process for the Expedial Vascular Access Graft expires in 2009. We do not expect the near term expiration of any of our issued U.S. patents to adversely affect our intellectual property position.

We intend to file and prosecute patent applications for our technology in jurisdictions where we believe that patent protection is effective and advisable. Generally, for products that we believe are appropriate for patent protection, we will attempt to obtain patents in the United States, Japan and key markets of the European Union. However, depending on circumstances, we may not apply for patents in all or any of those jurisdictions, or we may pursue patent protection elsewhere.

Notwithstanding the foregoing, the patent positions of medical device companies, including our company, are uncertain and involve complex and evolving legal and factual questions. The coverage sought in a patent application can be denied or significantly reduced either before or after the patent is issued. Consequently, there can be no assurance that any of our pending patent applications will result in an issued patent. There is also no assurance that any existing or future patent will provide significant protection or commercial advantage, or whether any existing or future patent will be circumvented by a more basic patent, thus requiring us to obtain a license to produce and sell the product. Generally, patent applications can be maintained in secrecy for at least 18 months after their earliest priority date. In addition, publication of discoveries in the scientific or patent literature often lags behind actual discoveries. Therefore, we cannot be certain that we were the first to invent the subject matter covered by each of our pending U.S. patent applications or that we were the first to file non-U.S. patent applications for such subject matter. In 2005 and 2006, respectively, Boston Scientific Corporation initiated opposition proceedings in the European Patent Office to oppose the Company's granted European patent number 1,202,682, related to an ePTFE intraluminal device such as certain EndoFit stent grafts, and to oppose the Company's granted European patent number 1,148,838, related to an ePTFE vascular prosthesis such as certain EndoFit stent grafts. Depending on the course of the opposition proceedings, the granted patent claims in each patent may survive unchanged, may be amended, or may be cancelled. We can not assure you that we will be successful in defending these oppositions.

If a third party files a patent application relating to an invention claimed in our patent application, we may be required to participate in an interference proceeding declared by the U.S. Patent and Trademark Office to determine who owns the patent. Such a proceeding could involve substantial uncertainties and cost, even if the eventual outcome is favorable to us. There can be no assurance that our patents, if issued, would be upheld as valid in court.

Third parties may claim that our products infringe on their patents and other intellectual property rights. Some companies in the medical device industry have used intellectual property infringement litigation to gain a competitive advantage. If a competitor were to challenge our patents, licenses or

other intellectual property rights, or assert that our products infringe its patent or other intellectual property rights, we could incur substantial litigation costs, be forced to make expensive changes to our product designs, license rights in order to continue manufacturing and selling our products, or pay substantial damages. Third party infringement claims, regardless of their outcome, would not only consume our financial resources but also divert our management's time and effort. Such claims could also cause our customers or potential customers to defer or limit their purchase or use of the affected products until resolution of the claim.

Certain aspects of our products are the subjects of patents held by third parties. We manufacture, market and sell these products pursuant to license agreements with these third parties. These arrangements require us to pay royalties, typically determined as a percentage of our net sales for the underlying product. If we fail to make these payments or otherwise fail to observe the terms of these agreements, we may lose our ability to sell these products. For example, we manufacture, market and sell our EndoFit Aortic Stent Graft pursuant to a sublicense from Bard Peripheral Vascular, Inc., a subsidiary of C.R. Bard, Inc., to a U.S. patent covering aspects of ePTFE. In addition, our arrangement with Bard also precludes us from assigning the agreement to a third party, including in connection with the sale of 30% or more of our capital stock or all or substantially all of our assets, without the prior consent of Bard. The loss by us of our right to manufacture, market and sell our EndoFit Aortic Stent Graft could adversely affect our business and results of operations, perhaps materially. We also manufacture, market and sell our AnastoClip Vessel Closure System pursuant to a license with a third party patent holder.

We believe that our strong brands have been an important factor in our success. We rely on common law and registered trademarks to protect our product brands. Some of our registered trademarks are set forth below.

Registered Trademark	Geographic Coverage
LeMaitre	U.S. (Supplemental Register), EU, Japan, Canada, Australia
LeMaitre Vascular Logo	U.S., EU
Pruitt-Inahara	U.S., EU, Japan, Canada, Australia
EndoFit	U.S., EU, Japan, Canada
VascuTape	U.S., EU, Japan, Canada, Australia
Glow 'N Tell	U.S., EU, Japan, Canada, Australia
Reddick	U.S., EU

We rely on trade secret protection for certain unpatented aspects of other proprietary technology. There can be no assurance that others will not independently develop or otherwise acquire substantially equivalent proprietary information or techniques, that others will not gain access to our proprietary technology or disclose such technology, or that we can meaningfully protect our trade secrets. We have a policy of requiring key employees and consultants to execute confidentiality agreements upon the commencement of an employment or consulting relationship with us. Our confidentiality agreements also require our employees to assign to us all rights to any inventions made or conceived during their employment with us. We also generally require our consultants to assign to us any inventions made during the course of their engagement by us. There can be no assurance, however, that these agreements will provide meaningful protection or adequate remedies for us in the event of unauthorized use, transfer or disclosure of confidential information or inventions.

The laws of foreign countries generally do not protect our proprietary rights to the same extent as do the laws of the United States. In addition, we may experience more difficulty enforcing our proprietary rights in certain foreign jurisdictions.

Government Regulation

The products we manufacture and market are subject to regulation by the FDA, and, in some instances, other federal and state authorities and foreign governments.

United States Regulation

Our products are medical devices subject to extensive regulation by the FDA under the Federal Food, Drug, and Cosmetic Act, or FDCA. FDA regulations govern, among other things, product development, testing, manufacture, packaging, labeling, storage, clearance or approval, advertising and promotion, sales and distribution, and import and export.

Premarket Pathways

Medical devices must receive either 510(k) clearance or premarket application approval, or PMA approval, from the FDA prior to commercial distribution. Devices deemed to pose relatively less risk are placed in either class I or II, which requires the manufacturer to submit a premarket notification requesting permission for commercial distribution; this is known as 510(k) clearance. Some low risk devices are exempted from this requirement. Class II devices may be subject to special controls such as performance standards and FDA guidelines that are not applied to class I devices. Devices deemed by the FDA to pose the greatest risk, such as life-sustaining, life-supporting or implantable devices, or devices deemed not substantially equivalent to a previously 510(k) cleared device or to a preamendment class III device (*i.e.*, in commercial distribution before May 28, 1976) for which PMA applications have not been called, are placed in class III requiring PMA approval. In most cases, a user fee is required for 510(k) submissions and PMA applications.

510(k) Clearance. To obtain 510(k) clearance, a manufacturer must submit a premarket notification demonstrating that the proposed device is substantially equivalent in intended use and in safety and effectiveness to a "predicate device," *i.e.*, a previously 510(k) cleared class I or class II device or a preamendment class III device for which the FDA has not yet called for PMA applications. The FDA's 510(k) clearance pathway usually takes from four to twelve months, but it can last longer. In reviewing a premarket notification, the FDA may request additional information, including clinical data. All of our devices to date are marketed in the United States pursuant to the 510(k) process.

After a device receives 510(k) clearance, any modification that could significantly affect its safety or effectiveness, or that would constitute a major change in its intended use, requires a new 510(k) clearance or could require a PMA approval. The FDA requires each manufacturer to make this determination in the first instance, but the FDA can review any such decision. If the FDA disagrees with a manufacturer's decision not to seek a new 510(k) clearance, the agency may retroactively require the manufacturer to seek 510(k) clearance or PMA approval. The FDA also can require the manufacturer to cease marketing and/or recall the modified device until 510(k) clearance or PMA approval is obtained. Also, the manufacturer may be subject to significant regulatory fines or penalties.

PMA Approval. The PMA approval pathway requires proof of the safety and effectiveness of the device to the FDA's satisfaction. The PMA approval pathway is much more costly, lengthy and uncertain. A PMA application must provide extensive preclinical and clinical trial data and also information about the device and its components regarding, among other things, device design, manufacturing and labeling. As part of the PMA review, the FDA will typically inspect the manufacturer's facilities for compliance with the Quality System Regulation, or QSR, which imposes elaborate testing, control, documentation and other quality assurance procedures in the manufacturing process.

If the FDA approves a PMA, the approved indications or claims may be more limited than those originally sought. The PMA can include post-approval conditions that the FDA believes necessary to ensure the safety and effectiveness of the device including, among other things, restrictions on labeling, promotion, sale and distribution. Failure to comply with the conditions of approval can result in material adverse enforcement action, including the loss or withdrawal of the approval. Even after approval of a PMA, a new PMA or PMA supplement is required in the event of a modification to the device, its labeling or its manufacturing process. Supplements to a PMA often require the submission of the same type of information required for an original PMA, except that the supplement is generally limited to that information needed to support the proposed change from the product covered by the original PMA.

Clinical Trials. A clinical trial is typically required to support a PMA application and is sometimes required to support 510(k) clearance. In some cases, one or more smaller pilot IDE studies may precede a pivotal IDE clinical trial intended to comprehensively demonstrate the safety and effectiveness of the investigational device.

All clinical studies of investigational devices must be conducted in compliance with the FDA's extensive requirements. If an investigational device could pose a significant risk to patients (as defined in the regulations), the FDA, prior to initiation of clinical use, must approve an IDE application showing that it is safe to test the device in humans and that the testing protocol is scientifically sound. A nonsignificant risk device does not require submission to the FDA of an IDE application. Both significant risk and nonsignificant risk investigational devices require approval from institutional review boards, or IRBs, at the study centers where the device will be used. The FDA, and the IRB at each institution at which a clinical trial is being performed, may suspend a clinical trial at any time for various reasons, including a belief that the subjects are being exposed to an unacceptable health risk.

During the study, the sponsor must comply with the FDA's IDE requirements for investigator selection, trial monitoring, reporting, record keeping and prohibitions on the promotion of investigational devices. The investigators must obtain patient informed consent, rigorously follow the investigational plan and study protocol, control the disposition of investigational devices and comply with all reporting and record keeping requirements. Required records and reports are subject to inspection by the FDA. Prior to granting PMA approval, the FDA typically inspects the records relating to the conduct of the study and the clinical data supporting the PMA application for compliance with IDE requirements.

Although the QSR does not fully apply to investigational devices, the requirement for controls on design and development does apply. The sponsor also must manufacture the investigational device in conformity with the quality controls described in the IDE application and any conditions of IDE approval that FDA may impose with respect to manufacturing.

Historically, our products have been introduced into the market using the 510(k) clearance procedure and we have never used the more burdensome PMA procedure for any of the products that we currently market or sell in the United States. We expect that the FDA will require our EndoFit AUI Stent Graft to undergo the PMA process.

Postmarket Regulation

After a device is placed on the market, regardless of the classification or premarket pathway, significant regulatory requirements apply. These include:

- establishment registration and device listing with the FDA;
- the QSR, which requires finished device manufacturers, including third party or contract manufacturers, to follow stringent design, testing, control, documentation and other quality assurance procedures during all aspects of manufacturing;

- labeling regulations and FDA prohibitions against the promotion of products for uncleared, unapproved or off-label uses and other requirements related to promotional activities;
- medical device reporting regulations, which require that manufacturers report to the FDA if their device may have caused or contributed to a death or serious injury or malfunctioned in a way that would likely cause or contribute to a death or serious injury if the malfunction were to recur; and
- corrections and removal reporting regulations, which require that manufacturers report to the FDA field corrections and product recalls or removals if undertaken to reduce a risk to health posed by the device or to remedy a violation of the FDCA that may present a risk to health.

We are subject to inspection and marketing surveillance by the FDA to determine our compliance with regulatory requirements. Non-compliance with applicable FDA requirements can result in, among other things, public warning letters, fines, injunctions, civil penalties, recall or seizure of products, total or partial suspension of production, failure of the FDA to grant marketing approvals, withdrawal of marketing approvals, a recommendation by the FDA to disallow us to enter into government contracts, and criminal prosecutions. The FDA also has the authority to request repair, replacement or refund of the cost of any device manufactured or distributed by us. In the event that one of our suppliers fails to maintain compliance with our quality requirements, we may have to qualify a new supplier and could experience manufacturing delays as a result.

In March 2006, the FDA inspected our facilities in Burlington, Massachusetts for three days. The inspection resulted in the issuance of a formal notification, or Form FDA-483, listing three observations. Specifically, the FDA observed that we did not adequately document corrective and preventive actions taken by us to address quality problems, we did not identify all actions needed to prevent the recurrence of nonconforming product and other quality problems, and we had an incomplete procedure for implementing and recording actions taken to correct and prevent identified quality problems. While we have revised our procedures and conducted additional training to address the FDA's findings, we cannot assure you that we will be successful in implementing these changes or that the FDA will agree that our implementation is adequate. If the FDA finds that we are not in substantial compliance with the QSR, the FDA may issue a public warning letter or take other enforcement action against us and our operations could be disrupted and our manufacturing delayed.

Non-U.S. sales of medical devices manufactured in the United States that are not approved or cleared by the FDA for use in the United States, or are banned or deviate from lawful performance standards, are subject to FDA export requirements. Before exporting such products to a foreign country, we must first comply with the FDA's regulatory procedures for exporting unapproved devices.

Other

We and our products are also subject to a variety of state and local laws in those jurisdictions where our products are or will be marketed, and federal, state and local laws relating to matters such as safe working conditions, manufacturing practices, environmental protection, fire hazard control and disposal of hazardous or potentially hazardous substances. We are subject to various federal and state laws governing our relationships with the physicians and others who purchase or make referrals for our products. For instance, federal law prohibits payments of any form that are intended to induce a referral for any item payable under Medicare, Medicaid or any other federal healthcare program. Many states have similar laws. There can be no assurance that we will not be required to incur significant costs to comply with such laws and regulations now or in the future or that such laws or regulations will not have a material adverse effect upon our ability to do business.

We are subject to federal, state and local laws, rules, regulations and policies governing the use, generation, manufacture, storage, air emission, effluent discharge, handling and disposal of certain hazardous and potentially hazardous substances used in connection with our operations. Although we

believe that we have complied with theses laws and regulations in all material respects and to date have not been required to take any action to correct any noncompliance, there can be no assurance that we will not be required to incur significant costs to comply with environmental regulations in the future.

Non-U.S. Regulation

Sales of medical devices are subject to regulatory requirements in many countries. The regulatory review process may vary greatly from country to country. For example, the European Union has adopted numerous directives and standards relating to medical devices regulating their design, manufacture, clinical trials, labeling and adverse event reporting, including the Medical Devices Directive (93/42/EEC), which is applicable to our products. Devices that comply with the requirements of the Medical Devices Directive are entitled to bear a Conformité Européenne, or CE mark, indicating that the device conforms with the essential requirements of the applicable directive and can be commercially distributed in countries that are members of the European Union, as well as Iceland, Lichtenstein, Norway and Switzerland. The member states of the European Union have implemented the directives into their respective national law, and have each established a “Competent Authority” to apply the directive in its territory.

The Directive defines a classification system placing devices into Class I, IIa, IIb, or III, depending on the risks and characteristics of the medical device. The Directive also defines the essential requirements that devices must meet before being placed on the market, establishes assessment procedures for approving a device for marketing, and creates mechanisms for national authorities to manage implementation or to intervene when public health requires. Essential requirements include manufacturing, design, performance, labeling and safety requirements, and may include providing certain clinical data. These requirements vary based on the type of the device and other related factors.

A manufacturer of low risk devices typically may demonstrate conformity to the essential requirements based on a self-declaration. The European Standardization Committees have adopted numerous harmonized standards for specific types of medical devices. Compliance with relevant standards establishes a presumption of conformity with the essential requirements. Higher risk devices generally must use a “Notified Body”—an appointed independent third party to assess conformity. This third-party assessment may consist of an audit of the manufacturer’s quality system and specific testing of the manufacturer’s devices. An assessment by a Notified Body in one country within the European Union is generally required in order for a manufacturer to commercially distribute the product throughout the European Union. Most of our devices are considered higher risk devices that require Notified Body assessment.

The European medical device laws also address the advertising and promotion of medical devices, clinical investigations and requirements for handling adverse events. Post-market surveillance of medical devices in the European Union is generally conducted on a country-by-country basis; however, the Directive sets forth certain specific requirements for reporting adverse events. The Medical Device Vigilance system is the mechanism by which adverse event reporting is managed and monitored in the European Union.

In some cases, we rely on our non-U.S. distributors to obtain premarket approvals, complete product registrations, comply with clinical trial requirements and complete those steps that are customarily taken in the applicable jurisdictions in connection in those countries to comply with governmental and quasi-governmental regulation. In the future, we expect to continue to rely on distributors in this manner in those countries where we continue to market and sell our products through them.

There can be no assurance that new laws or regulations or new interpretations of laws and regulations regarding the release or sale of medical devices will not delay or prevent sale of our current or future products.

Third Party Reimbursement

United States

Healthcare providers that purchase medical devices generally rely on third party payors, including the Medicare and Medicaid programs and private payors, such as indemnity insurers, employer group health insurance programs and managed care plans, to reimburse all or part of the cost of the products. As a result, demand for our products is and will continue to be dependent in part on the coverage and reimbursement policies of these payors. The manner in which reimbursement is sought and obtained varies based upon the type of payor involved and the setting in which the product is furnished and utilized. Furthermore, payments from Medicare, Medicaid and other third party payors are subject to legislative and regulatory changes and are susceptible to budgetary pressures.

In the United States, third party payors generally pay healthcare providers directly for the procedures they perform, and in certain instances for the products they use. However, in many cases, third party payors operate by reimbursing patients for all or part of the charges that patients pay for procedures and products used in connection with those procedures. In either case, our sales volumes depend on the extent to which third party payors cover our products and the procedures in which they are used. In general, a third party payor only covers a medical product or procedure when the plan administrator is satisfied that the product or procedure is medically necessary by improving health outcomes, including quality of life or functional ability, in a safe and cost-effective manner. Even if a device has received clearance or approval for marketing by the FDA, there is no assurance that third party payors will cover the cost of the device and related procedures in which the device is used.

In many instances, third party payors cover the procedures performed using our products using price fee schedules that do not vary reimbursement to reflect the cost of the products and equipment used in performing those procedures. In other instances, payment or reimbursement is separately available for the products and equipment used, in addition to payment or reimbursement for the procedure itself. Even if coverage is available, third party payors may place restrictions on the circumstances where they provide coverage or may offer reimbursement that is not sufficient to cover the cost of our products. Many of the products that compete with ours are less expensive. Therefore, although coverage may be available for our products and the related procedures, the levels of approved coverage may not be sufficient to justify using our products instead of those of competitors.

Third party payors are increasingly challenging the prices charged for medical products and procedures and, where a reimbursement model is used, introducing maximum reimbursements for the procedures they cover. We believe that the minimally invasive procedures in which our products are used are generally less costly than open surgery because they frequently result in shorter hospitalization times. However, there is no guarantee that these procedures will be reimbursed. Third party payors may not consider these minimally invasive procedures to be cost-effective and therefore refuse to authorize coverage.

Finally, the advent of contracted fixed rates per procedure has made it difficult to receive separate reimbursement for disposable products, even if the use of these products improves clinical outcomes. In addition, many third party payors are moving to managed care systems in which providers contract to provide comprehensive healthcare for a fixed cost per person. Managed care providers often attempt to control the cost of healthcare by authorizing fewer elective surgical procedures. Under current prospective payment systems, such as the diagnosis related group system and the hospital out-patient prospective payment system, both of which are used by Medicare and in many managed care systems used by private third party payors, the reimbursement for our products will be incorporated into the overall reimbursement of a procedure and there will be no separate reimbursement for our products. As a result, we cannot be certain that hospital administrators and physicians will purchase our products.

If hospitals and physicians cannot obtain adequate reimbursement for our products or the procedures in which they are used, our business, financial condition and results of operations could suffer a material adverse impact .

Non-U.S.

Our success in non-U.S. markets will depend largely upon the availability of reimbursement from the third-party payors through which healthcare providers are paid in those markets. Reimbursement and healthcare payment systems in non-U.S. markets vary significantly by country. The main types of healthcare payment systems are government sponsored healthcare and private insurance. Reimbursement approval must be obtained individually in each country in which our products are marketed. Outside the United States, we generally rely on the distributors who sell our products to obtain reimbursement approval for those countries in which they will sell our products. There can be no assurance that reimbursement approval will be received.

Fraud and Abuse Laws

Anti-Kickback Statutes

The federal healthcare programs' Anti-Kickback Statute prohibits persons from knowingly and willfully soliciting, offering, receiving or providing remuneration, directly or indirectly, in exchange for or to induce either the referral of an individual for, or the furnishing, arranging for or recommending a good or service for which payment may be made in whole or part under a federal healthcare program such as Medicare or Medicaid. The definition of remuneration has been broadly interpreted to include anything of value, including for example gifts, discounts, the furnishing of supplies or equipment, credit arrangements, payments of cash and waivers of payments. Several courts have interpreted the statute to prohibit remunerative arrangements in which any one purpose of the arrangement is to induce referrals or otherwise generate business involving goods or services reimbursed in whole or in part under federal healthcare programs. The law contains a few statutory exceptions, including payments to bona fide employees, certain discounts and certain payments to group purchasing organizations. Violations can result in significant penalties, imprisonment and exclusion from Medicare, Medicaid and other federal healthcare programs. Exclusion of a manufacturer would preclude any federal healthcare program from paying for its products. In addition, some enforcement officials and private litigants have argued that kickback arrangements can provide the basis for an action under the Federal Civil False Claims Act, which is discussed in more detail below.

Government officials have focused recent enforcement efforts on, among other things, the sales and marketing activities of healthcare companies and device manufacturers, and recently have brought cases against individuals or entities with personnel who allegedly offered unlawful inducements to potential or existing customers in an attempt to procure their business. Settlements of these cases by healthcare companies have involved significant fines and/or civil penalties and, in some instances, criminal pleas.

In addition to the Federal Anti-Kickback Statute, many states have their own kickback laws. Often, these laws closely follow the language of the federal law, although they do not always have the same exceptions or safe harbors. In some states, these anti-kickback laws apply with respect to all payors, including commercial health insurance companies.

False Claims Laws

Federal false claims laws prohibit any person from knowingly presenting, or causing to be presented, a false claim for payment to the federal government or knowingly making, or causing to be

made, a false statement to get a claim paid. Manufacturers can be held liable under false claims laws, even if they do not submit claims to the government, if they are found to have caused submission of false claims by, among other things, providing incorrect coding or billing advice about its products to customers that file claims or engaging in kickback arrangements with customers that file claims. The Federal Civil False Claims Act also includes whistleblower provisions that allow private citizens to bring suit against an entity or individual on behalf of the United States and to recover a portion of any monetary recovery. Many of the recent highly publicized settlements in the healthcare industry related to sales and marketing practices have been cases brought under the Civil False Claims Act. Many states also have statutes or regulations prohibiting the submission of false claims, and these laws, which apply to items and services reimbursed under Medicaid and other state programs, or, in several states, apply regardless of the payor. Sanctions under these federal and state laws may include civil monetary penalties, exclusion of a manufacturer's products from reimbursement under government programs, criminal fines, and imprisonment.

Fraud on a Health Benefit Program and False Statements

The Health Insurance Portability and Accountability Act of 1996, or HIPAA, created a number of new federal crimes, including healthcare fraud and false statements relating to healthcare matters. The healthcare fraud statute prohibits knowingly and wilfully executing a scheme to defraud any healthcare benefit program, including private payors. A violation of this statute is a felony and may result in fines, imprisonment or exclusion from government sponsored programs. The false statements statute prohibits knowingly and wilfully falsifying, concealing or covering up a material fact or making any materially false, fictitious or fraudulent statement in connection with the delivery of or payment for healthcare benefits, items or services. A violation of this statute is a felony and may result in fines or imprisonment.

Privacy and Security

HIPAA and the rules promulgated thereunder require certain entities, referred to as covered entities, to comply with established standards, including standards regarding the privacy and security of protected health information, or PHI. These standards apply to, among other things, the use and disclosure of health information for research purposes, and require the covered entity to obtain the written authorization of the subject (or an appropriate waiver) before using or disclosing the PHI for purposes related to research, including to sponsors. HIPAA further requires that covered entities enter into agreements meeting certain regulatory requirements with their business associates, as such term is defined by HIPAA, which, among other things, obligate the business associates to safeguard the covered entity's PHI against improper use and disclosure. While not directly regulated by HIPAA, a business associate may face significant contractual liability pursuant to such an agreement if the business associate breaches the agreement or causes the covered entity to fail to comply with HIPAA.

In the event we change our business operations and become a business associate, we would be subject to obligations under business associate agreements regarding the use and disclosure of PHI; in addition, we would incur compliance-related costs in meeting those obligations, and could incur significant liability if we failed to meet them.

In addition, HIPAA's criminal provisions could potentially be applied to a non-covered entity that aided and abetted the violation of, or conspired to violate HIPAA, although we are unable at this time to determine conclusively whether our actions, as a non-covered entity, could be subject to prosecution in the event of an impermissible disclosure of health information to us. Also, many state laws regulate the use and disclosure of health information, and are not necessarily preempted by HIPAA, in particular those laws that afford greater protection to the individual than does HIPAA; such state laws could affect us and the manner in which we conduct research and other aspects of our business. Finally, in the

event we change our business model and become a HIPAA covered entity, we would be directly subject to HIPAA, its rules and its civil and criminal penalties.

Legal Proceedings

We are not party to any material pending or threatened litigation.

Facilities

Our principal worldwide executive, distribution and manufacturing operations are located at a 27,098 square foot leased facility and a nearby 7,477 square foot manufacturing facility, located in Burlington, Massachusetts. We assemble and manufacture our EndoFit stent-grafts at a 15,839 square foot leased facility located in Phoenix, Arizona, of which we sublease a 2,684 square foot portion. We are in the process of relocating our Phoenix, Arizona manufacturing operation to our Burlington, Massachusetts manufacturing facility. We expect to complete this transition in 2006. See "—Manufacturing." In addition, our international operations are headquartered at a 12,841 square foot leased facility located in Sulzbach, Germany, and our Asia operations are located at a 2,140 square foot leased facility located in Tokyo, Japan. The lease for our two Burlington facilities and our Phoenix, Sulzbach and Tokyo facilities expire in 2008, 2006, 2006, 2010 and 2007, respectively. Based on our current operating plan, we believe our current facilities are adequate.

Employees

We had 212 full time employees at March 31, 2006. Of these employees, 111 were in manufacturing and research and development, 67 were in sales and marketing, eleven were in clinical, regulatory and quality assurance and 23 were in general and administrative. We have never had a work stoppage and none of our employees is covered by a collective bargaining agreement. We believe our employee relations are good.

MANAGEMENT

Executive Officers and Directors

The following table sets forth the name, age and position of each of our executive officers and directors as of March 31, 2006:

Name	Age	Position
George W. LeMaitre	41	Chairman of the Board, President and Chief Executive Officer
David B. Roberts	42	Chief Financial Officer and Director
Peter R. Gebauer	52	President, International Operations
Trent G. Kamke	35	Senior Vice President, Operations
Joseph P. Pellegrino	41	Executive Vice President, Finance
Aaron M. Grossman	34	General Counsel
Kevin D. Kelly	38	Vice President, North American Sales
Maik D. Helmers	32	Vice President, Central European Sales
Kimberly L. Cieslak	33	Vice President, Marketing
Jonathan W. Ngau	32	Vice President, Information Technology
Cornelia W. LeMaitre	70	Vice President, Human Resources and Director
George D. LeMaitre, M.D.	72	Director
Lawrence J. Jasinski[(1)(2)]	49	Director
Michael C. Jackson[(1)(2)]	66	Director
David N. Gill[(1)(3)]	51	Director
Duane M. DeSisto[(1)(3)]	51	Director
Guido J. Neels[(2)(3)]	57	Director

(1) Member of the compensation committee.
(2) Member of the nominating and corporate governance committee.
(3) Member of the audit committee.

George W. LeMaitre has served as our President and Chief Executive Officer, and as a member of our board of directors since 1992, serving as our Chairman since 2004. Previously, Mr. LeMaitre was an investment banking analyst at Lehman Brothers, an associate at the leveraged buyout firm McCown De Leeuw and a credit analyst for Connecticut National Bank. Mr. LeMaitre holds a B.A. in History from Stanford University and an M.B.A. from the Stanford University Graduate School of Business.

David B. Roberts has served as our Chief Financial Officer since 2000 and has served as a member of our board of directors since 2001. Mr. Roberts joined LeMaitre Vascular in 1997 as Vice President of Business Development. From 1994 to 1997, Mr. Roberts held several positions at BUCA, Inc., an operator of Buca di Beppo restaurants, most recently serving as Vice President of Development and prior to that as Director of Finance. From 1992 to 1994, Mr. Roberts held several positions at Hancock Venture Partners, most recently serving as an Associate. Mr. Roberts holds a B.A. in Business Economics and History *magna cum laude* from Brown University and an M.B.A. from the Stanford University Graduate School of Business.

Peter R. Gebauer has served as our President, International Operations since 1997. From 1980 to 1996, Mr. Gebauer worked at IMPRA, Inc., a manufacturer of ePTFE vascular grafts, most recently serving as Vice President of Marketing and International Business and, prior to that, developing international sales and marketing organizations in Europe from 1980 to 1987. Mr. Gebauer holds a B.S. in Business from the University of New Hampshire.

Trent G. Kamke has served as our Senior Vice President, Operations since 2005. Mr. Kamke joined LeMaitre Vascular in 1997 as Quality Assurance Manager. From 1999 to 2005, Mr. Kamke

served as our Vice President, Operations. Prior to joining LeMaitre Vascular in 1997, Mr. Kamke was employed by Haemonetics Corporation, which designs, manufacturers and markets automated blood processing equipment. Mr. Kamke holds a B.A. in Physics from Colby College and a B.E. from the Thayer School of Engineering at Dartmouth College.

Joseph P. Pellegrino has served as our Executive Vice President, Finance since 2005. From 2003 to 2004, he served as temporary Chief Executive Officer of Affordable Luxuries, a direct marketing company. From 1997 to 2003, Mr. Pellegrino worked at Zoots, Inc., a consumer services company, where most recently he served as Senior Vice President of Operations. Previously, Mr. Pellegrino built and sold a regional mall-based specialty retailing company. Mr. Pellegrino has also served as an investment banking analyst at Lehman Brothers, as part of their mergers and acquisitions group. Mr. Pellegrino holds an A.B. in Economics from Harvard College and an M.B.A. from the Harvard Business School.

Aaron M. Grossman has served as our General Counsel since 2004. Mr. Grossman joined LeMaitre Vascular in 2003 as Director of Legal Affairs. From 1999 to 2002, Mr. Grossman practiced law as an associate in the corporate group of Goulston & Storrs. Mr. Grossman holds an A.B. in Political Science from Vassar College, an M.A.L.D. from the Fletcher School of Law and Diplomacy at Tufts University and a J.D. *magna cum laude* from Harvard Law School.

Kevin D. Kelly has served as our Vice President, North American Sales since he joined LeMaitre Vascular in 2004. From 1999 to 2004, Mr. Kelly served as Vice President of Sales and Marketing at MedSource Technologies (now Accellent), a medical device manufacturer. Mr. Kelly holds a B.S. and an M.S. in Engineering from Tufts University and an M.B.A. from the Harvard Business School.

Maik D. Helmers has served as our Vice President, Central Europe and Sales since 2006. Mr. Helmers joined LeMaitre Vascular in 1999 as a sales representative for northern Germany, Mr. Helmers was promoted to Sales Manager of Germany in 2001, Austria in 2002, Holland in 2003, and Belgium in 2004. Mr. Helmers holds a Diploma in Sales and Marketing from DVS Germany.

Kimberly L. Cieslak has served as our Vice President, Marketing since 2003. Ms. Cieslak joined LeMaitre Vascular in 1998 as Marketing Coordinator, was promoted to Marketing Manager in 1999 and to Director of Marketing in 2001. Prior to joining LeMaitre Vascular, Ms. Cieslak worked in the insurance division of General Electric, a diversified technology, media and financial services company. Previously, Ms. Cieslak was employed by the law firm Hudson and Co. in London, England. Ms. Cieslak holds a B.A. in Economics from the University of Michigan.

Jonathan W. Ngau has served as our Vice President, Information Technology since 2003 and previously served as our Director of Information Technology from 2000 to 2003. Since joining LeMaitre Vascular in 1996, Mr. Ngau has implemented and managed all information technology, business management software solutions and network security for all of LeMaitre Vascular's facilities. Mr. Ngau holds a B.A.B.S. in Marketing and Information Systems from Boston University.

Cornelia W. LeMaitre has served as a member of our board of directors since 1992 and as our Vice President, Human Resources since 1998. Mrs. LeMaitre joined LeMaitre Vascular in 1991 and served as the head of marketing from 1991 to 1998. From 1984 to 1991, Mrs. LeMaitre served as Director of Annual Giving at Harvard Medical School and Phillips Academy Andover. Mrs. LeMaitre holds a B.A. in English from College of the Sacred Heart in Newton, Massachusetts, and attended Yale University Graduate School of English.

George D. LeMaitre, M.D. founded LeMaitre Vascular and has served as a member of our board of directors since 1983, serving as Chairman of the Board until February 2004. From 1978 to 1982, he served as Chief of Surgery at Lawrence General Hospital in Lawrence, Massachusetts and from 1988

to 1992, as President of the medical staff of Holy Family Hospital in Methuen, Massachusetts. Dr. LeMaitre received a B.A. in Mathematics from Boston College and an M.D. from Tufts University School of Medicine and trained in surgery at New England Medical Center, Hartford Hospital, and the Carney Hospital. He is a Fellow of the American College of Surgeons, American College of Angiology, New England Vascular Society, Society for Clinical Vascular Surgery and Eastern Vascular Society.

Lawrence J. Jasinski has served as a member of our board of directors since 2003. Mr. Jasinski is the President and Chief Executive Officer of Soteira, Inc., a company specializing in less invasive treatment of orthopaedic compression fractures. From 2000 to 2005, he was President and Chief Executive Officer of Cortek, Inc., a company which developed next generation treatments for degenerative disc disease. From 1985 to 2000, Mr. Jasinski worked at Boston Scientific Corporation (BSC), serving as Vice President of Global Marketing, BSC Vascular, from 1998 to 2000. Mr. Jasinksi received a B.S. in Marketing from Providence College and an M.B.A. from the University of Bridgeport.

Michael C. Jackson has served as a member of our board of directors since 2005. Mr. Jackson is a founding partner of Housatonic Partners, a venture capital firm, which was organized in 1994. He also founded Ironwood Manufacturing Fund, a private equity fund, and Ironwood Partners, an investment banking firm, which were both organized in 2003. Prior to that he was a partner and managing director at Lehman Brothers where he remained an advisory director until 2004. Mr. Jackson is a director of: VoX Communications Corp., an operator of radio stations; The Hampshire Group, Limited, a diversified apparel company; South Florida Media Group, a newspaper publisher; Primary Steel, LLC, a steel distribution business; and NASG, a manufacturer of safety glass. He holds a B.A. in English from Dartmouth College, an M.A. in International Affairs from the School for Advanced International Studies at Johns Hopkins, and an M.B.A. from the New York University Graduate School of Business.

David N. Gill has served as a member of our board of directors since 2006. Mr. Gill has served since July 2005 as Senior Vice President and Chief Financial Officer of NxStage Medical, Inc., which develops and markets systems for the treatment of end stage renal disease and kidney failure. Mr. Gill was the Senior Vice President and Chief Financial Officer of CTI Molecular Imaging, Inc, a publicly traded medical device company from 2002 to 2005, before its sale. Previously, he served from February 2000 to March 2001 as Chief Financial Officer and Director, and from January 2001 to August 2001 as President, Chief Operating Officer and Director of Interland, Inc., a publicly-traded telecom-related company, before its sale. Mr. Gill served from 1996 to 2000 as Chief Financial Officer and from 1997 to 2000 as Chief Operating Officer of Novoste Corporation, a publicly-traded medical device company. Mr. Gill holds a B.S. *cum laude* in Accounting from Wake Forest University and an M.B.A. (with Distinction) from Emory University.

Duane M. DeSisto has served as a member of our board of directors since 2006. Since 2001, Mr. DeSisto has served as the President and Chief Executive Officer of Insulet Corporation, which develops and markets medical devices for the treatment of diabetes. Mr. DeSisto was the Chief Financial Officer of PaperExchange, a privately held wood pulp and paper internet marketplace from 1999 to 2001. Before that, he served as Chief Financial Officer of AAI-Foster Grant. In 1992, Mr. DeSisto served as Chief Financial Officer of Zoll Medical during its initial public offering. Mr. DeSisto holds a B.S. from Providence College and an M.B.A. from Bryant College.

Guido J. Neels has served as a member of our board of directors since 2006. From July 2004 until retiring in November 2005, Mr. Neels served as Chief Operating Officer of Guidant Corporation, a world leader in the development of cardiovascular medical products. He was responsible for the global operations of Guidant's four operating units: Cardiac Rhythm Management, Vascular Intervention, Cardiac Surgery, and Endovascular Solutions. From December 2002 to July 2004, Mr. Neels was Group Chairman, Office of the President, responsible for worldwide sales operations, corporate

communications, corporate marketing, investor relations and government relations. In January 2000, he was named president, Europe, Middle East, Africa and Canada. Mr. Neels previously served as vice president of global marketing for Vascular Intervention and as managing director for German and Central European operations. Mr. Neels is a director of Biopure Corporation, a publicly-traded developer and manufacturer of oxygen therapeutics, Radiant Communications Corp., a publicly traded provider of high speed, IP-based, data communication services and the New England Healthcare Institute, a non-profit, applied research health policy organization. Mr. Neels holds a business engineering degree from the University of Leuven in Belgium and an M.B.A. from the Stanford University Graduate School of Business.

Executive Officers

Our executive officers are elected by, and serve at the discretion of, our board of directors. George W. LeMaitre, our Chairman of the Board, President and Chief Executive Officer, is the son of George D. LeMaitre, M.D. and Cornelia W. LeMaitre, each of whom is also a member of the Board of Directors. Mrs. LeMaitre is married to George D. LeMaitre, M.D. and is also our Vice President, Human Resources.

Board of Directors

Our board of directors consists of nine members. Upon the completion of this offering, our directors will be divided into three classes serving staggered three-year terms. At each annual meeting of our stockholders, directors will be elected to succeed the class of directors whose terms have expired. For our current directors, Class I directors' terms will expire at our 2007 annual stockholders' meeting, Class II directors' terms will expire at our 2008 annual stockholders' meeting and Class III directors' terms will expire at our 2009 annual stockholders' meeting. Messrs. LeMaitre, Jackson and Roberts are our current Class I directors; Dr. LeMaitre and Messrs. DeSisto and Neels are our current Class II directors; and Mrs. LeMaitre and Messrs. Jasinski and Gill are our current Class III directors. Our classified board could have the effect of increasing the length of time necessary to change the composition of a majority of our board of directors. Generally, at least two annual meetings of stockholders will be necessary for stockholders to effect a change in the majority of the members of our board of directors.

Directors' Compensation

We reimburse each member of our board of directors for reasonable travel and other expenses in connection with attending meetings of the board of directors and committees of the board of directors.

Following this offering, non-employee directors will receive:

- an annual retainer of $10,000;
- $2,500 for each regularly scheduled quarterly board meeting attended in person;
- $1,000 for each regularly scheduled quarterly board meeting attended by telephone or videoconferencing;
- $500 for each special board meeting attended either in person or by telephone or videoconferencing; and
- $500 for each committee meeting attended either in person or by telephone or videoconferencing.

In addition, each of the chairpersons of our committees will receive an annual retainer of $5,000, except that the chairperson of our audit committee will receive an annual retainer of $15,000. Each committee member shall receive an annual retainer of $1,000, except that each member of the audit committee shall receive an annual retainer of $2,500.

In no event shall any director receive more than $40,000 in any calendar year, without the specific approval of the board of directors.

In addition, following this offering, each new non-employee director will receive an option to purchase 20,000 shares of our common stock upon his or election or her appointment to the board of directors. In addition, thereafter, each non-employee director will receive an option to purchase 7,500 shares of our common stock at the first board meeting following each annual meeting of our stockholders, provided he or she has served as a director for at least six months. Each non-employee director stock option shall vest in three equal annual installments and will terminate upon the earlier to occur of five years from the date of grant and 90 days after the optionee ceases to serve as a director. The exercise price of these options will be equal to the fair market value of our common stock on the date of grant.

Board Committees

Our board of directors has established an audit committee, a compensation committee and a nominating and corporate governance committee, each of which operates pursuant to a separate charter adopted by our board of directors. The composition and functioning of all of our committees comply with all applicable requirements of the Sarbanes-Oxley Act of 2002, the Nasdaq National Market and SEC rules and regulations.

Audit Committee

Messrs. Gill, DeSisto and Neels currently serve on the audit committee. Mr. Gill is the chairman of the audit committee and our audit committee financial expert, as currently defined under the SEC rules implementing the Sarbanes-Oxley Act of 2002. The audit committee of our board of directors recommends the appointment of our independent registered public accounting firm, reviews our internal accounting procedures, risk assessment procedures and financial statements, and consults with and reviews the services provided by our independent registered public accounting firm, including the results and scope of their audit.

Compensation Committee

Messrs. Jasinski, Gill, DeSisto and Jackson currently serve on the compensation committee. Mr. Jasinski is the chairman of our compensation committee. The compensation committee of our board of directors reviews and recommends to the board of directors the compensation and benefits of our executive officers, administers our stock plans and establishes and reviews general policies relating to compensation and benefits of our employees.

Nominating and Corporate Governance Committee

Messrs. Neels, Jackson and Jasinski currently serve on the nominating and corporate governance committee. Mr. Neels is the chairman of our nominating and corporate governance committee. The nominating and corporate governance committee of our board of directors identifies individuals qualified to become board members and recommend candidates for election to the board of directors, and considers and makes recommendations to the board of directors regarding the size and

composition of the board, committee structure and makeup and retirement procedures affecting board members. The nominating and corporate governance committee also monitors our performance in meeting our obligations of fairness in internal and external matters and our principles of corporate governance.

Compensation Committee Interlocks and Insider Participation

None of our executive officers serves as a director or member of the compensation committee or other board committee performing equivalent functions of another entity that has one or more executive officers serving on our board of directors or compensation committee.

Corporate Governance

We have adopted a code of business conduct and ethics that applies to all of our employees, officers and directors, including those officers responsible for financial reporting. We expect that the code of business conduct and ethics will be available on our website at www.lemaitre.com shortly after the completion of this offering. We expect that any amendments to the code, or any waivers of its requirements, will be disclosed on our website.

Scientific Advisory Board

We have formed a scientific advisory board in order to benefit from the collective professional knowledge of its members.

We reimburse each member of our scientific advisory board for reasonable travel and other expenses in connection with attending meetings of the scientific advisory board and performing other services as a member of the scientific advisory board.

Members of the scientific advisory board receive $1,000 for each scientific advisory board meeting attended in person and $500 for each scientific advisory board meeting attended by telephone or videoconferencing. Each new member of the scientific advisory board receives a non-qualified option to purchase that number of shares of our common stock equal to $7,000 divided by the fair market value of our common stock on the date of grant. Each scientific advisory board member stock option vests in two equal annual installments. The exercise price of these options is equal to the fair market value of our common stock on the date of grant.

Our scientific advisory board currently consists of the following members:

George D. LeMaitre, M.D.	Founder of LeMaitre Vascular, former Chief of Surgery at Lawrence (Massachusetts) General Hospital, former President of the medical staff of Holy Family Hospital and Fellow of the American College of Surgeons, American College of Angiology, New England Vascular Society, Society for Clinical Vascular Surgery and Eastern Vascular Society.
Frank J. Criado, M.D.	Director of the Center for Vascular Intervention; Chief of Vascular Surgery; Director of the Non-invasive Vascular Laboratory and Director of Vascular Research at Union Memorial Hospital-MedStar Health in Baltimore, Maryland.

Alan Dardik, M.D., Ph.D.	Assistant Professor of Vascular Surgery at Yale University School of Medicine; Director of the Non-invasive Vascular Laboratory; and Director of Surgical Research at the VA Connecticut Healthcare System.
Herbert Dardik, M.D.	Chief of the Department of Surgery at Englewood Hospital in New Jersey; Chief of Englewood's Vascular Surgical Service; and Clinical Professor of Surgery at the Mount Sinai School of Medicine in New York.
William D. Jordan, M.D.	Professor of Surgery and Chief, Section of Vascular Surgery, University of Alabama at Birmingham; attending surgeon at the University of Alabama at Birmingham Hospital; and Director of the Vascular Laboratory at The Kirklin Clinic.
Steven A. Kagan, M.D., R.V.T.	Carolina Vascular Surgery and Diagnostics, Raleigh, NC; Former Assistant Professor of Surgery, Division of Vascular Surgery, Temple University School of Medicine; Former Director of Endovascular Surgery, Temple University Hospital; and former Director, Non-Invasive Vascular Laboratory, Temple University Hospital.
C. Matthew McBee, M.D.	Vascular surgeon on staff at Louise Obici Memorial Hospital, Suffolk, Virginia, and Maryview Medical Center, Portsmouth, Virginia.
Thomas C. Naslund, M.D.	Chief of Vascular Surgery at Vanderbilt University Medical Center; Medical Director of the Vascular Laboratory at Vanderbilt; Associate Professor of Surgery at Vanderbilt; and Program Director in Vascular Surgery at Vanderbilt Medical Center.

Executive Compensation

The following table sets forth the total compensation paid or accrued during the year ended December 31, 2005, to George W. LeMaitre, our Chairman, Chief Executive Officer and President, and to each of our other four most highly compensated executive officers whose combined salary and bonus exceeded $100,000 for services rendered to us in all capacities during the year ended December 31, 2005. We refer to each of these people as our "named executive officers" in this prospectus. No other executive officers who would have otherwise been includable in the following table on the basis of salary and bonus earned for the year ended December 31, 2005 have been excluded by reason of their termination of employment or change in executive status during that year.

Summary Compensation Table

		Annual Compensation			Long-Term Compensation	
Name and Principal Position	Year	Salary ($)	Bonus ($)	Other Annual Compensation	Securities Underlying Options (#)	All Other Compensation ($)
George W. LeMaitre *President and Chief Executive Officer*	2005	$ 222,500	$27,674	—	—	$ 4,283[1]
David B. Roberts *Chief Financial Officer*	2005	207,500	45,554	—	—	4,323[2]
Peter R. Gebauer *President, International Operations*	2005	184,905[3]	45,061[3]	19,819[4]	—	551[3][5]
Kevin D. Kelly *Vice President, North American Sales*	2005	175,000	56,917	—	66,873	72,781[6]
Trent G. Kamke *Senior Vice President, Operations*	2005	133,769	43,537	—	15,000	3,182[7]

(1) Represents a matching contribution under a 401(k) compensation plan in the amount of $4,197 and long-term care insurance premium of $86.
(2) Represents a matching contribution under a 401(k) compensation plan in the amount of $4,237 and long-term care insurance premium of $86.
(3) $163,980 of salary, $41,593 of bonus and all of other annual compensation paid in Euros. Dollar amounts are based on the exchange rate of €1.00 to U.S.$1.1842, taken as of December 30, 2005.
(4) Represents 2005 tax reimbursement payment, which amount is equal to an amount on an after-tax basis equal to the difference between (a) the income tax Mr. Gebauer was actually required to pay in Germany on account of amounts paid to him by LeMaitre Vascular GmbH in 2005, after giving effect to split pay, and (b) the amount Mr. Gebauer would otherwise be required to pay on account of such amounts for that year had he been a resident and working solely in Massachusetts during that year. This amount is to be paid in four equal quarterly installments, commencing June 30, 2006. Dollar amounts are based on the exchange rate of €1.00 to U.S. $1.1842, taken as of December 30, 2005.
(5) Represents a matching contribution under a 401(k) compensation plan.
(6) Represents relocation expense of $69,201, a matching contribution under a 401(k) compensation plan in the amount of $3,504 and long-term care insurance premium of $76.
(7) Represents a matching contribution under a 401(k) compensation plan in the amount of $3,112 and long-term care insurance premium of $70.

Option Grants in Last Fiscal Year

The following table lists each grant of stock options during fiscal year 2005 to our named executive officers. No stock appreciation rights have been granted to these individuals. The potential realizable value set forth in the last column of the table is calculated based on the term of the option at

the time of grant, which is ten years. This value is based on assumed rates of stock price appreciation of 5% and 10% compounded annually from the date of grant until their expiration date, assuming a fair market value equal to an assumed initial public offering price of $, minus the applicable exercise price. These numbers are calculated based on the requirements of the SEC and do not reflect our estimate of future stock price growth. Actual gains, if any, on stock option exercises will depend on the future performance of the common stock on the date on which the options are exercised.

	Individual Grants				Potential Realizable Value at Assumed Annual Rates of Stock Price Appreciation for Option Term	
Name	Number of Shares Underlying Options Granted	Percent of Total Options Granted to Employees in Fiscal Year	Exercise Price Per Share	Expiration Date	5%	10%
George W. LeMaitre	—	—	—	—	—	—
David B. Roberts	—	—	—	—	—	—
Peter R. Gebauer	—	—	—	—	—	—
Kevin D. Kelly	66,873(1)(2)	14.17%	$ 10.45	1/26/2015		
Trent G. Kamke	15,000(2)	3.18%	$ 11.78	11/21/2015		

(1) Includes a non-qualified stock option issuable for 19,028 shares of common stock and an incentive stock option issuable for 47,845 shares of common stock.
(2) These options generally vest at a rate of 20% after one year of service from the date of grant, and annually thereafter in equal amounts, over four years. See "—Stock and Benefit Plans—1997,1998, 2000 and 2004 Stock Option Plans."

Option Exercises and Fiscal Year-End Option Values

The following table sets forth information for each of the named executive officers regarding the number of shares subject to both exercisable and unexercisable stock options, as well as the value of unexercised in-the-money options, as of December 31, 2005. There was no public trading market for our common stock as of December 31, 2005. Accordingly, the value of the unexercised in-the-money options at fiscal year-end has been calculated by determining the difference between the exercise price per share and the assumed initial public offering price of $. None of the named executive officers exercised options during the fiscal year ended December 31, 2005.

	Number of Common Shares Underlying Options as of December 31, 2005		Value of Unexercised In-the-Money Options as of December 31, 2005	
Name	Exercisable	Unexercisable	Exercisable	Unexercisable
George W. LeMaitre	—	—	—	—
David B. Roberts	100,080	37,000	$	$
Peter R. Gebauer	378,682	55,500	$	$
Kevin D. Kelly	—	66,873	—	$
Trent G. Kamke	90,000	25,000	$	$

Employment Agreements

We have employment agreements with each of Messrs. LeMaitre, Gebauer, Kelly, Roberts and Pellegrino.

George W. LeMaitre. Pursuant to the terms of his employment agreement, dated October 10, 2005, if Mr. LeMaitre terminates his employment for good reason, as defined in the agreement, or if we terminate his employment without cause, as defined in the agreement, he is entitled to a lump sum payment equivalent to two weeks of his then-current base salary for each completed twelve-month period of service as of the date of termination, but in no event to exceed 52 weeks of such base salary.

Peter R. Gebauer. Pursuant to the terms of his employment agreement, dated September 12, 2003, Mr. Gebauer is entitled to receive a minimum annual base salary of $195,000, subject to annual adjustment, and is eligible for an annual bonus of up to approximately 22% of Mr. Gebauer's then-current aggregate base salary and bonus compensation based upon the achievement of certain performance objectives. We may terminate Mr. Gebauer's employment for death, disability, breach of the agreement or cause, each as defined in the employment agreement. We may also terminate Mr. Gebauer's employment for any reason upon ten days prior written notice to Mr. Gebauer, provided that we pay him a lump sum payment of $90,000, unless such termination is pursuant to the sale of all or substantially all of our assets, in which case the lump sum severance payment would be the equivalent of Mr. Gebauer's then-current base salary. Upon the completion of this offering, Mr. Gebauer will be entitled to a lump sum payment equal to approximately $35,000.

Kevin D. Kelly. Pursuant to the terms of his employment agreement, dated May 23, 2005, Mr. Kelly is entitled to receive an annual base salary of $175,000, subject to annual adjustment, and is eligible for quarterly and annual bonuses of up to approximately 27% of Mr. Kelly's then-current aggregate base salary and bonus compensation based upon the achievement of certain performance objectives. Under the agreement, either we or Mr. Kelly may terminate his employment at any time. If Mr. Kelly terminates his employment for good reason, as defined in the agreement, or we terminate his employment without cause, as defined in the agreement, he is entitled to a lump sum payment equivalent to six months of his base salary as of the date of termination or, if termination follows a change in control of LeMaitre Vascular, as defined in the employment agreement, nine-twelfths of his average compensation for the two completed calendar years prior to the date of termination. In addition, upon such change of control, one half of the then-unvested shares underlying Mr. Kelly's stock options will immediately vest and become exercisable.

David B. Roberts. Pursuant to the terms of his employment agreement, dated June 20, 2006, if we terminate Mr. Roberts' employment without cause, as defined in the agreement, he is entitled to a lump sum payment equivalent to four weeks of his then-current base salary for each completed twelve-month period of service as of the date of termination, but in no event to exceed 52 weeks of such base salary.

Joseph P. Pellegrino. Pursuant to the terms of his employment agreement, dated April 20, 2006, Mr. Pellegrino is entitled to receive an annual base salary of $205,000, subject to annual adjustment, and is eligible for an annual bonus of up to approximately 18% of Mr. Pellegrino's then-current aggregate base salary and bonus compensation based upon the achievement of certain performance objectives. Under the agreement, either we or Mr. Pellegrino may terminate his employment at any time. If we terminate his employment without cause, as defined in the agreement, he is entitled to a lump sum payment equal to (i) the greater of $50,000 or the equivalent of two weeks of base salary per each completed twelve-month period of service as of the date of termination if the termination occurs prior to December 11, 2009, or (ii) the greater of $100,000 or the equivalent of two weeks of base salary per each completed twelve-month period of service as of the date of termination if the termination occurs on or after December 11, 2009. Upon a change of control of LeMaitre Vascular, as defined in the agreement, one half of the then-unvested shares underlying Mr. Pellegrino's stock options will immediately vest and become exercisable.

Stock and Benefit Plans

2006 Stock Option and Incentive Plan

Our 2006 Stock Option and Incentive Plan, or 2006 Option Plan, was adopted by our board of directors and approved by our stockholders in May 2006, and will become effective upon completion of this offering. The 2006 Option Plan permits us to make grants of incentive stock options, non-qualified stock options, stock appreciation rights, deferred stock awards, restricted stock awards and unrestricted

stock awards. We have initially reserved 750,000 shares of our common stock for the issuance of awards under the 2006 Option Plan. This number is subject to adjustment in the event of a stock split, stock dividend or other change in our capitalization. Generally, shares that are forfeited or canceled from awards under the 2006 Option Plan also will be available for future awards. In addition, stock options returned to our 1997 Stock Option Plan, 1998 Stock Option Plan, 2000 Stock Option Plan and 2004 Stock Option Plan, as of result of their expiration, cancellation or termination, are automatically made available for issuance under our 2006 Option Plan. No awards have been granted under the 2006 Option Plan to date.

The 2006 Option Plan is administered by our compensation committee. The compensation committee has full power and authority to select the participants to whom awards will be granted, to make any combination of awards to participants, to accelerate the exercisability or vesting of any award and to determine the specific terms and conditions of each award, subject to the provisions of the 2006 Option Plan. All full-time and part-time officers, employees, directors and other key persons (including consultants and prospective employees) are eligible to participate in the 2006 Option Plan.

The exercise price of stock options awarded under the 2006 Option Plan may not be less than the fair market value of the common stock on the date of the option grant and it is expected that the term of each option granted under the 2006 Option Plan will not exceed seven years from the date of grant. The compensation committee will determine at what time or times each option may be exercised (provided that in no event may it exceed ten years from the date of grant) and, subject to the provisions of the 2006 Option Plan, the period of time, if any, after retirement, death, disability or other termination of employment during which options may be exercised.

Stock appreciation rights may be granted under our 2006 Option Plan. Stock appreciation rights allow the recipient to receive the appreciation in the fair market value of our common stock between the exercise date and the date of grant. The compensation committee determines the terms of stock appreciation rights, including when such rights become exercisable and whether to pay the increased appreciation in cash or with shares of our common stock, or a combination thereof.

Restricted stock and deferred stock awards may also be granted under our 2006 Option Plan. Restricted stock awards are shares of our common stock that vest in accordance with terms and conditions established by the compensation committee. The compensation committee may impose whatever conditions to vesting it determines to be appropriate. Shares of restricted stock that do not vest are subject to our right of repurchase or forfeiture. Deferred stock awards are units entitling the recipient to receive shares of stock paid out on a deferred basis, and subject to such restrictions and conditions, as the compensation committee shall determine. The compensation committee will determine the number of shares of restricted stock or deferred stock awards granted to any employee. Our 2006 Option Plan also gives the compensation committee discretion to grant stock awards free of any restrictions.

Unless the compensation committee provides otherwise, our 2006 Option Plan does not generally allow for the transfer of awards and only the recipient of an award may exercise an award during his or her lifetime. In the event of a change in control of LeMaitre Vascular, our board of directors and the board of directors of the surviving or acquiring entity shall, as to outstanding awards under the 2006 Option Plan, make appropriate provision for the continuation or assumption of such awards.

No awards may be granted under the 2006 Option Plan after May 26, 2016. In addition, our board of directors may amend or discontinue the 2006 Option Plan at any time and the compensation committee may amend or cancel any outstanding award for the purpose of satisfying changes in law or for any other lawful purpose. No such amendment may adversely affect the rights under any outstanding award without the holder’s consent. Other than in the event of a necessary adjustment in

connection with a change in our stock or a merger or similar transaction, the compensation committee may not "reprice" or otherwise reduce the exercise price of outstanding stock options.

As of April 1, 2006, there were no outstanding options to purchase shares of our common stock under our 2006 Option Plan and, assuming that no shares are returned to our 1997 Stock Option Plan, 1998 Stock Option Plan, 2000 Stock Option Plan and 2004 Stock Option Plan and made available for issuance under our 2006 Option Plan, 750,000 shares of our common stock are available for future issuance or grant under our 2006 Option Plan.

2006 Employee Stock Purchase Plan

Our 2006 employee stock purchase plan, which we refer to as the purchase plan, was adopted by our board of directors in May 2006 and approved by our stockholders in May 2006 and will become effective upon the completion of this offering. We have reserved a total of 250,000 shares of our common stock for issuance to participating employees under the purchase plan.

All of our employees, including our directors who are employees and all employees of any of our participating subsidiaries and who are employees on the first day of the purchase plan period, will be eligible to participate in the purchase plan. Employees who would, immediately after being granted an option to purchase shares under the purchase plan, own five percent or more of the total combined voting power or value of our common stock will not be eligible to participate in the purchase plan.

We will make one or more offerings to our employees to purchase stock under the purchase plan. Offerings will begin on each January 1 and July 1, or the first business day thereafter, beginning January 1, 2007. Each offering commencement date will begin a six-month period during which payroll deductions will be made and held for the purchase of the common stock at the end of the purchase plan period.

On the first day of a designated payroll deduction period, or offering period, we will grant to each eligible employee who has elected to participate in the purchase plan an option to purchase shares of our common stock. The employee may authorize a minimum of one percent up to a maximum of ten percent of his or her compensation to be deducted by us during the offering period. On the last day of the offering period, the employee will be deemed to have exercised the option, at the option exercise price, to the extent of accumulated payroll deductions. Under the terms of the purchase plan, the option exercise price shall initially be equal to 90% of the closing price of the common stock on the exercise date, provided that our board of directors may designate a percentage between 85% and 95% in advance of any offering period.

An employee who is not a participant on the last day of the offering period will not be entitled to exercise any option, and the employee's accumulated payroll deductions will be refunded. An employee's rights under the purchase plan will terminate upon voluntary withdrawal from the purchase plan at any time, or when the employee ceases employment for any reason, except that upon termination of employment because of death, the balance in the employee's account will be paid to the employee's beneficiary.

1997 Stock Option Plan, 1998 Stock Option Plan, 2000 Stock Option Plan and 2004 Stock Option Plan

Under each of our 1997 Stock Option Plan, 1998 Stock Option Plan, 2000 Stock Option Plan and 2004 Stock Option Plan, we are authorized to grant incentive stock options, within the meaning of Section 422(b) of the Internal Revenue Code of 1986, as amended, to employees and officers and directors who are also employees and non-qualified stock options to officers, directors, employees and

consultants. Upon the completion of this offering, no additional awards may be granted under our 1997 Stock Option Plan, 1998 Stock Option Plan, 2000 Stock Option Plan and 2004 Stock Option Plan.

Each of these option plans is administered by the compensation committee of our board of directors. The compensation committee has the full authority and discretion to, among other things, determine who is eligible to receive option grants, determine the time at which options may be granted, determine the option price of the shares subject to each option, determine the type of option granted and prescribe and rescind rules and regulations thereunder. Options granted under each of these option plans are assignable or transferable only by will or by laws of decent and distribution and only the recipient of an option may exercise an option during his or her lifetime.

The exercise price of incentive stock options granted under each of these option plans must not be less than 100% of the fair market value of our common stock on the date of such grant. The term of any option granted under each of these option plans may not exceed ten years from the date of grant, except that non-qualified options granted under our 1997 Stock Option Plan may exceed ten years from the date of grant if so determined by our board of directors. No options may be granted under any of these option plans ten years after the date the board of directors adopted such plan.

Each of our 1998 Stock Option Plan, 2000 Stock Option Plan and 2004 Stock Option Plan provides that if we are consolidated with or acquired by another entity then the committee or board of directors of the entity assuming our obligations under these option plans shall take one or more of the following steps with respect to options issued under such plans: make appropriate provision for the continuation of options, accelerate vesting of options, require the exercise of exerciseable options, terminate all options in exchange for cash and/or, in the event of a stock sale, require option recipients to sell to the purchaser all shares previously issued to such option recipient upon exercise of any option. Our 1997 Stock Option Plan provides that upon the proposed dissolution or liquidation of LeMaitre Vascular, each option granted under such plan shall terminate immediately prior to the consummation of such proposed action or at such other time and subject to such other conditions as shall be determined by our board of directors.

Our 1997 Stock Option Plan was adopted by our board of directors and approved by our stockholders on June 2, 1997. We have authorized and reserved 438,702 shares of our common stock for the issuance of awards under our 1997 Stock Option Plan. As of March 31, 2006, there were outstanding options to purchase a total of 438,700 shares of our common stock and there were no options available for issuance under our 1997 Stock Option Plan.

Our 1998 Stock Option Plan was adopted by our board of directors on May 14, 1998 and approved by our stockholders on May 5, 1999. We have authorized and reserved 500,000 shares of our common stock for the issuance of awards under our 1998 Stock Option Plan. As of March 31, 2006, there were outstanding options to purchase a total of 452,488 shares of our common stock and options to purchase a total of 12,846 shares available for issuance under our 1998 Stock Option Plan.

Our 2000 Stock Option Plan was adopted by our board of directors on October 15, 1999 and approved by our stockholders on June 10, 2000. We have authorized and reserved 500,000 shares of our common stock for the issuance of awards under our 2000 Stock Option Plan. As of March 31, 2006, there were outstanding options to purchase a total of 414,552 shares of our common stock and options to purchase a total of 58,098 shares available for issuance under our 2000 Stock Option Plan.

Our 2004 Stock Option Plan was adopted by our board of directors on April 20, 2004 and approved by our stockholders on May 6, 2004. We have authorized and reserved 250,000 shares of our common stock for the issuance of awards under our 2004 Stock Option Plan. As of March 31, 2006, there were outstanding options to purchase a total of 182,839 shares of our common stock and options to purchase a total of 67,161 shares available for issuance under our 2004 Stock Option Plan.

401(k) Plan

Our employee savings plan is qualified under Section 401 of the Internal Revenue Code. Our 401(k) plan permits employees to make contributions up to 75% of their gross wages, subject to statutory limitations. We have the discretion to match up to 50% of the first 6% of gross wages that an employee contributes, resulting in a maximum match by us that totals up to 3% of an employee's gross wages. We make matching contributions or additional contributions to our 401(k) plan in amounts determined annually.

Limitations on Officers' and Directors' Liability and Indemnification Agreements

As permitted by Delaware law, we have adopted provisions in our certificate of incorporation and bylaws that limit or eliminate the personal liability of directors for breach of fiduciary duty of care as a director. Our certificate of incorporation and bylaws limit the liability of directors to the maximum extent permitted by Delaware law. Delaware law provides that directors of a corporation will not be personally liable for monetary damages for breaches of their fiduciary duties as directors, except liability for:

- any breach of the director's duty of loyalty to us or our stockholders;
- any act or omission not in good faith or that involves intentional misconduct or knowing violation of law;
- unlawful payments of dividends or unlawful stock repurchases or redemptions; or
- any transaction from which the director derived an improper personal benefit.

These limitations do not apply to liabilities arising under federal securities laws and do not affect the availability of equitable remedies, including injunctive relief or rescission. If Delaware law is amended to authorize the further elimination or limiting of a director, then the liability of our directors will be eliminated or limited to the fullest extent permitted by Delaware law as so amended.

As permitted by Delaware law, our certificate of incorporation and bylaws also provide that:

- we will indemnify our directors and officers to the fullest extent permitted by law;
- we may indemnify our other employees and other agents to the same extent that we indemnify our officers and directors, unless otherwise determined by the board of directors; and
- we will advance expenses to our directors and executive officers in connection with legal proceedings in connection with a legal proceeding to the fullest extent permitted by law.

The indemnification provisions contained in our restated certificate of incorporation and restated bylaws are not exclusive.

In addition to the indemnification provided for in our certificate of incorporation and bylaws, prior to completion of this offering we intend to enter into indemnification agreements with each of our directors and executive officers. Each indemnification agreement will provide that we will indemnify the director or executive officer to the fullest extent permitted by law for claims arising in his or her capacity as our director, officer, employee or agent, provided that he or she acted in good faith and in a manner that he or she reasonably believed to be in, or not opposed to, our best interests and, with respect to any criminal proceeding, had no reasonable cause to believe that his or her conduct was unlawful. If the claim is brought by us or on our behalf, we will not be obligated to indemnify the director or executive officer if he or she is found liable to us, unless the court determines that, despite the adjudication of liability, in view of all the circumstances of the case the director or executive officer is fairly and reasonably entitled to be indemnified. In the event that we do not assume the defense of a

claim against a director or executive officer, we are required to advance his or her expenses in connection with his or her defense, provided that he or she undertakes to repay all amounts advanced if it is ultimately determined that he or she is not entitled to be indemnified by us.

We believe that these provisions and agreements are necessary to attract and retain qualified persons as directors and executive officers. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling our company pursuant to the foregoing provisions, the opinion of the SEC is that such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

In addition, we maintain standard policies of insurance under which coverage is provided to our directors and officers against loss rising from claims made by reason of breach of duty or other wrongful act, and to us with respect to payments which may be made by us to such directors and officers pursuant to the above indemnification provisions or otherwise as a matter of law.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

Other than compensation agreements and other arrangements which are described as required in “Management” and the transactions described below, since January 1, 2003, there has not been, and there is not currently proposed, any transaction or series of similar transactions to which we were or will be a party in which the amount involved exceeded or will exceed $60,000 and in which any director, executive officer, holder of five percent or more of any class of our capital stock or any member of their immediate family had or will have a direct or indirect material interest.

Transactions with our Principal Stockholders

We are party to an agreement with Housatonic Partners providing for rights to register under the Securities Act the shares of our common stock issuable upon conversion of the shares our Series A preferred stock. For more information regarding this agreement, see “Description of Capital Stock—Registration Rights.”

In the years ending December 31, 2003, 2004 and 2005, we paid George D. LeMaitre, our founder, chair of our scientific advisory board and a director, total cash compensation in the amounts of $98,500, $110,024 and $102,347, respectively, and Cornelia W. LeMaitre, our Vice President, Human Resources and a director, total cash compensation in the amounts of $92,016, $108,437 and $100,499, respectively.

Transactions with our Executive Officers and Directors

We have employment agreements with Messrs. LeMaitre, Gebauer, Kelly, Roberts and Pellegrino, which provide for certain salary, bonus, stock option and severance compensation. For more information regarding these agreements, see “Management—Employment Agreements.”

Prior to completion of this offering, we intend to enter into indemnification agreements with each of our executive officers and directors, providing for indemnification against expenses and liabilities reasonably incurred in connection with their service for us on our behalf. For more information regarding these agreements, see “Management—Limitations on Officers’ and Directors’ Liability and Indemnification Agreements.”

We have entered into a restricted stock agreement with David Roberts, our Chief Financial Officer and a Director, pursuant to which we have the right to purchase 252,852 shares of our common stock owned by Mr. Roberts at any time following Mr. Roberts’ termination of employment with us for any reason and 44,590 shares of our common stock issuable to Mr. Roberts upon exercise of outstanding stock options at any time following Mr. Roberts’ termination of employment with us for any reason but in no event within six months of the issuance of such shares of stock. Under this agreement, Mr. Roberts has the right to cause us to purchase these shares following his termination of employment with us should we elect not to exercise our right to purchase these shares. If Mr. Roberts exercises his right, the purchase price per share would be determined with reference to the valuation of our company based on the most recently completed outside equity financing prior to the time of purchase. If we exercise our right, the purchase price would be the then-current fair value of the shares. Our purchase right and obligation under this restricted stock agreement will terminate upon the completion of this initial public offering.

We have entered into a restricted stock agreement with Peter Gebauer, our President, International Operations, pursuant to which we have the right to purchase 341,682 shares of our common stock issuable to Mr. Gebauer upon exercise of outstanding stock options at any time following Mr. Gebauer’s termination of employment with us for any reason but in no event within six

months of the issuance of such shares of stock. Under this agreement, Mr. Gebauer has the right to cause us to purchase these shares following his termination of employment with us should we elect not to exercise our right to purchase these shares. If Mr. Gebauer exercises his right, the aggregate purchase price for these shares would be determined by dividing an amount equal to three times our gross sales for the twelve month period preceding the purchase by the total number of shares of our common stock then outstanding, including the number of options issued and outstanding under our equity incentive plans. If we exercise our right, the purchase price would be the then-current fair value of the shares. Our purchase right and obligation under this restricted stock agreement will terminate upon the completion of this initial public offering.

Stock Option Awards

For information regarding stock options and stock awards granted to our named executive officers and directors, see “Management—Directors’ Compensation” and “Management—Executive Compensation.”

PRINCIPAL AND SELLING STOCKHOLDERS

The following table sets forth information with respect to the beneficial ownership of our common stock as of March 31, 2006 for:

- each beneficial owner of more than 5% of our outstanding common stock;
- each of our named executive officers and directors;
- all of our executive officers and directors as a group; and
- the selling stockholder participating in this offering.

Beneficial ownership is determined in accordance with the rules of the SEC. These rules generally attribute beneficial ownership of securities to persons who possess sole or shared voting power or investment power with respect to those securities and include shares of common stock issuable upon the exercise of stock options that are immediately exercisable or exercisable within 60 days after March 31, 2006. Except as otherwise indicated, all of the shares reflected in the table are shares of common stock and all persons listed below have sole voting and investment power with respect to the shares beneficially owned by them, subject to applicable community property laws. The information is not necessarily indicative of beneficial ownership for any other purpose.

Percentage ownership calculations for beneficial ownership prior to this offering are based on 9,770,621 shares outstanding as of March 31, 2006, assuming the conversion of all of the outstanding convertible preferred stock. Percentage ownership calculations for beneficial ownership after this offering also include the shares we are offering hereby and additional shares we expect to issue prior to the closing of this offering pursuant to stock option exercises. Except as otherwise indicated in the table below, addresses of named beneficial owners are in care of LeMaitre Vascular, Inc., 63 Second Avenue, Burlington, Massachusetts 01803.

In computing the number of shares of common stock beneficially owned by a person and the percentage ownership of that person, we deemed outstanding shares of common stock subject to options held by that person that are currently exercisable or exercisable within 60 days of March 31, 2006. We did not deem these shares outstanding, however, for the purpose of computing the percentage ownership of any other person. Beneficial ownership representing less than 1% is denoted with an asterisk (*).

Name and Address of Beneficial Owner	Shares Beneficially Owned Prior to the Offering		Shares Being Sold in the Offering	Shares Beneficially Owned After the Offering	
	Number	Percentage	Number	Number	Percentage
5% Stockholders					
Housatonic Partners[1] 111 Huntington Avenue Suite 2850 Boston, MA 02199-5160	1,395,618	14.3%			
LeMaitre Family LLC[2]	610,154	6.2%			
Named Executive Officers					
George W. LeMaitre[3]	4,457,667	45.6%			
David B. Roberts[4]	359,828	3.7%			
Peter R. Gebauer[5]	366,574	3.6%			
Kevin D. Kelly[6]	13,374	*			
Trent G. Kamke[7]	92,700	*			
Directors					
George D. LeMaitre, M.D.[8]	618,565	6.3%			
Cornelia W. LeMaitre[9]	506,440	5.2%			
Lawrence J. Jasinski[10]	4,116	*			
Michael C. Jackson[1]	1,395,618	14.3%			
David N. Gill	—	—			
Duane M. DeSisto	—	—			
Guido J. Neels	—	—			
All executive officers and directors as a group (17 persons)[11]	5,892,114	69.7%			

(1) Including 1,274,620 shares and 7,200 shares issuable upon exercise of stock options held by Housatonic Equity Investors L.P. Housatonic Equity Investors I, LLC is the general partner of Housatonic Equity Investors, L.P. William N. Thorndike, Jr. is the managing director of Housatonic Equity Investors I, LLC and William N. Thorndike, Jr., Barry D. Reynolds, Michael C. Jackson and Eliot Wadsworth II are the managers of Housatonic Equity Investors I, LLC. As such, Mr. Jackson may be deemed to share voting and investment power with respect to all shares held by such entity. Mr. Jackson disclaims beneficial ownership of such shares except to the extent of his pecuniary interest, if any.

(2) LeMaitre Family LLC is 50% owned by Dr. LeMaitre and 50% owned by Mrs. LeMaitre, each of whom is a manager and shares voting and investment power with respect to all securities held by such entity, except that George W. LeMaitre has been granted by Dr. LeMaitre and Mrs. LeMaitre sole voting power with respect to the 610,154 shares of LeMaitre Vascular, Inc. held by LeMaitre Family LLC. If either Dr. LeMaitre or Mrs. LeMaitre cease to serve as a manager, George W. LeMaitre shall become a manager in his or her place.

(3) Includes 610,154 shares owned by LeMaitre Vascular LLC.

(4) Includes 100,080 shares issuable to Mr. Roberts upon exercise of stock options.

(5) Includes 359,678 shares issuable to Mr. Gebauer upon exercise of stock options.

(6) Consists of 13,374 shares issuable to Mr. Kelly upon exercise of stock options.

(7) Consists of 92,700 shares issuable to Mr. Kamke upon exercise of stock options.

(8) Includes 8,409 shares issuable to Dr. LeMaitre upon exercise of stock options. Excludes 610,154 shares owned by LeMaitre Family LLC.

(9) Includes 2,000 shares issuable to Mrs. LeMaitre upon exercise of stock options and 300,000 shares owned by the Cornelia W. LeMaitre Grantor Retained Annuity Trust, of which Mrs. LeMaitre is the sole trustee. Excludes 610,154 shares owned by LeMaitre Family LLC.

(10) Consists of 4,116 shares issuable to Mr. Jasinski upon exercise of stock options.

(11) Includes an aggregate of 651,557 shares issuable upon exercise of stock options held by 17 executive officers and directors. Excludes 610,154 shares owned by LeMaitre Family LLC.

DESCRIPTION OF CAPITAL STOCK

The following description of our capital stock is intended as a summary only and is qualified in its entirety by reference to our restated charter and restated by-laws filed as exhibits to the registration statement, of which this prospectus forms a part, and to Delaware law. The descriptions of our common stock and preferred stock reflect changes to our capital structure that will occur prior to or upon the completion of this offering. We refer in this section to our amended and restated certificate of incorporation as our certificate of incorporation, and we refer to our amended and restated bylaws as our bylaws.

Upon completion of this offering, our authorized capital stock will consist of 100,000,000 shares of common stock, par value $0.01 per share, and 5,000,000 shares of preferred stock, par value $0.01 per share, all of which preferred stock will be undesignated.

As of March 31, 2006, we had issued and outstanding:

- 9,770,621 shares of common stock, held by 268 holders of record; and
- 63,731 shares of Series A convertible preferred stock, held by one holder of record.

Upon the completion of this offering, all of the outstanding shares of our preferred stock will automatically convert into a total of 1,274,620 shares of our common stock.

Common Stock

The holders of our common stock are generally entitled to one vote for each share held on all matters submitted to a vote of the stockholders and do not have any cumulative voting rights. Holders of our common stock are entitled to receive proportionally any dividends declared by our board of directors, subject to any preferential dividend rights of outstanding preferred stock.

In the event of our liquidation or dissolution, holders of our common stock are entitled to share ratably in all assets remaining after payment of all debts and other liabilities, subject to the prior rights of any outstanding preferred stock. Holders of our common stock have no preemptive, subscription, redemption or conversion rights. All outstanding shares of our common stock are validly issued, fully paid and nonassessable. The shares to be issued by us in this offering will be, when issued and paid for, validly issued, fully paid and nonassessable.

The rights, preferences and privileges of holders of our common stock are subject to, and may be adversely affected by, the rights of holders of shares of any series of preferred stock that we may designate and issue in the future.

Preferred Stock

Our certificate of incorporation provides that we may issue up to 5,000,000 shares of preferred stock in one or more series as may be determined by our board of directors. Our board has broad discretionary authority with respect to the rights of any new series of preferred stock and may establish the following with respect to the shares to be included in each series, without any vote or action of the stockholders:

- the number of shares;
- the designations, preferences and relative rights, including voting rights, dividend rights, conversion rights, redemption privileges and liquidation preferences; and
- any qualifications, limitations or restrictions.

We believe that the ability of our board of directors to issue one or more series of preferred stock will provide us with flexibility in structuring possible future financings and acquisitions, and in meeting other corporate needs that may arise. The authorized shares of preferred stock, as well as authorized and unissued shares of common stock, will be available for issuance without action by our stockholders, unless such action is required by applicable law or the rules of any stock exchange or automated quotation system on which our securities may be listed or traded.

Our board of directors may authorize, without stockholder approval, the issuance of preferred stock with voting and conversion rights that could adversely affect the voting power and other rights of holders of common stock. Although our board has no current intention of doing so, it could issue a series of preferred stock that could, depending on the terms of such series, impede the completion of a merger, tender offer or other takeover attempt of our company. Our board could also issue preferred stock having terms that could discourage an acquisition attempt through which an acquiror may be able to change the composition of our board, including a tender offer or other transaction that some, or a majority, of our stockholders might believe to be in their best interests or in which stockholders might receive a premium for their stock over the then-current market price. Any issuance of preferred stock therefore could have the effect of decreasing the market price of our common stock.

Our board of directors will make any determination to issue such shares based on its judgment as to our best interests of our company and stockholders. We have no current plan to issue any preferred stock after this offering.

Options

As of March 31, 2006, options to purchase an aggregate of 1,469,577 shares of common stock at a weighted-average exercise price of $5.78 per share were outstanding.

Registration Rights

We are party to an agreement with Housatonic Partners providing for rights to register under Securities Act the shares of our common stock issuable upon conversion of the shares our Series A preferred stock. Under this agreement, holders of shares having registration rights can request that their shares be covered by a registration statement that we are otherwise filing.

Piggyback Registration Rights. If we propose to register any of our securities under the Securities Act for our own account or the account of any other holder, Housatonic Partners or permitted transferees, are entitled to notice of such registration and are entitled to include shares of their common stock therein, subject to certain exceptions.

Expenses of Registration. We will pay all registration expenses, other than underwriting discounts and commissions, related to any demand or piggyback registration.

Indemnification. The registration rights agreement contains customary cross-indemnification provisions, pursuant to which we are obligated to indemnify the selling stockholder in the event of material misstatements or omissions in the registration statement attributable to us, and they are obligated to indemnify us for material misstatements or omissions attributable to them.

All of these registration rights are subject to conditions and limitations, including the right of the underwriters of an offering to limit the number of shares included in such registration.

Anti-Takeover Effects of Provisions of Delaware Law and Our Charter and Bylaws

We are subject to the provisions of Section 203 of the General Corporation Law of Delaware. Subject to certain exceptions, Section 203 prohibits a publicly held Delaware corporation from engaging in a business combination with an interested stockholder for a period of three years after the person became an interested stockholder, unless the interested stockholder attained such status with the approval of our board of directors or the business combination is approved in a prescribed manner. A business combination includes, among other things, a merger or consolidation involving us and the interested stockholder and the sale of more than 10% of our assets. In general, an interested stockholder is any entity or person beneficially owning 15% or more of our outstanding voting stock and any entity or person affiliated with or controlling or controlled by such entity or person.

Under our certificate of incorporation, any vacancy on our board of directors, including a vacancy resulting from an enlargement of our board of directors, may only be filled by vote of a majority of our directors then in office. The limitations on the removal of directors and filling of vacancies could make it more difficult for a third party to acquire, or discourage a third party from acquiring, control of us.

Our certificate of incorporation and our bylaws also provide that any action required or permitted to be taken by our stockholders at an annual meeting or special meeting of stockholders may only be taken if it is properly brought before the meeting and may not be taken by written action in lieu of a meeting. Our certificate of incorporation and our bylaws further provide that, except as otherwise required by law, special meetings of the stockholders may only be called by the affirmative vote of the majority of our board of directors. In addition, our bylaws establish an advance notice procedure for stockholder proposals to be brought before an annual meeting of stockholders, including proposed nominations of persons for election to the board of directors. Stockholders at an annual meeting may only consider proposals or nominations specified in the notice of meeting or brought before the meeting by or at the direction of the board of directors or by a stockholder of record on the record date for the meeting, who is entitled to vote at the meeting and who has delivered timely written notice in proper form to our secretary of the stockholder's intention to bring such business before the meeting. These provisions could have the effect of delaying until the next stockholders' meeting stockholder actions that are favored by the holders of a majority of our outstanding voting securities. These provisions may also discourage a third party from making a tender offer for our common stock, because even if it acquired a majority of our outstanding voting securities, the third party would be able to take action as a stockholder, such as electing new directors or approving a merger, only at a duly called stockholders' meeting, and not by written consent.

The General Corporation Law of Delaware provides generally that the affirmative vote of a majority of the shares entitled to vote on any matter is required to amend a corporation's certificate of incorporation or bylaws, unless a corporation's certificate of incorporation or bylaws, as the case may be, requires a greater percentage. Our certificate of incorporation and bylaws require the affirmative vote of the holders of at least 75% of the shares of our capital stock issued and outstanding and entitled to vote to amend or repeal any of the provisions described in the prior two paragraphs.

Our certificate of incorporation provides that our board of directors will be divided into three classes of directors, with the number of directors in each class to be as nearly equal as possible. Our classified board staggers terms of the three classes and will be implemented through one, two and three year terms for the initial three classes, followed in each case by full three year terms. With a classified board, only one third of the members of our board of directors will be elected each year. This classification of directors will have the effect of making it more difficult for stockholders to change the composition of our board of directors. The certificate of incorporation and bylaws provide that the number of directors will be fixed from time to time exclusively pursuant to a resolution adopted by our board of directors. This provision will prevent stockholders from circumventing the provisions of our classified board.

Liability Limitations and Indemnification

Our certificate of incorporation provides that we must indemnify our directors and officers and that we must advance expenses, including attorneys' fees, to our directors and officers in connection with legal proceedings, subject to very limited exceptions. In addition, our certificate of incorporation provides that our directors will not be personally liable for monetary damages to us for breaches of their fiduciary duty as directors, except to the extent that the Delaware law statute prohibits the elimination or limitation of liability of directors for breaches of fiduciary duty. For additional information, please see "Management—Limitations on Officers' and Directors' Liability and Indemnification Agreements."

These provisions may discourage stockholders from bringing a lawsuit against our directors for breach of their fiduciary duties. These provisions may also have the effect of reducing the likelihood of derivative litigation against directors and officers, even though such an action, if successful, might otherwise benefit us and our stockholders. Furthermore, you may lose some or all of your investment in our common stock if we pay the costs of settlement or damage awards against our directors and officers under these provisions. We believe these provisions, the director and officer insurance we maintain, and the indemnification agreements we have entered into with our directors and officers are necessary to attract and retain talented and experienced directors and officers.

Transfer Agent and Registrar

The transfer agent and registrar for our common stock is Mellon Investor Services.

Listing

Application has been made for quotation of our common stock on the Nasdaq National Market under the symbol "LMAT."

SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has been no public market for our common stock. Future sales of our common stock in the public market, or the availability of such shares for sale in the public market, could adversely affect market prices prevailing from time to time. As described below, only a limited number of shares will be available for sale shortly after this offering due to contractual and legal restrictions on resale. Nevertheless, sales of our common stock in the public market after such restrictions lapse, or the perception that those sales may occur, could adversely affect the prevailing market price at such time and our ability to raise equity capital in the future.

Upon the closing of this offering, we will have outstanding an aggregate of approximately shares of common stock, assuming no exercise of the underwriters' overallotment option and no exercise of outstanding options. Of these shares, the shares of common stock to be sold by us and the selling stockholder in this offering will be freely tradable without restriction or further registration under the Securities Act, unless the shares are held by any of our "affiliates" as such term is defined in Rule 144 of the Securities Act. All remaining shares of common stock held by existing stockholders will be "Restricted Securities" as that term is defined in Rule 144 under the Securities Act. Restricted Securities may be sold in the public market only if registered or it they qualify for exemption under Rules 144, 144(k) or 701 under the Securities Act, which rules are summarized below, on another exemption.

As a result of the lock up agreements described below and the provisions of Rule 144, Rule 144(k) and Rule 701 under the Securities Act, the shares of our common stock (excluding the shares sold in this offering) that will be available for sale in the public market are as follows:

Date of Availability of Sale	Approximate Number of Shares
As of the date of this prospectus	
90 days after the date of this prospectus	
180 days after the date of this prospectus, although a portion of such shares will be subject to volume limitations pursuant to Rule 144	

Lock-up Agreements

All of our directors and executive officers and substantially all of the holders of our capital stock have signed a lock-up agreement that prevents them from selling any shares of our common stock or any securities convertible into or exercisable or exchangeable for shares of our common stock for a period of not less than 180 days from the date of this prospectus without the prior written consent of the representatives. This 180-day period may be extended if (i) during the last 17 days of the 180-day period we issue an earnings release or material news or a material event relating to us occurs; or (ii) prior to the expiration of the 180-day period, we announce that we will release earnings results during the 15-day period following the last day of the 180-day period. The period of such extension will be 18 days, beginning on the issuance of the earnings release or the occurrence of the material news or material event. The representatives may in their sole discretion and at any time without notice release some or all of the shares subject to lock-up agreements prior to the expiration of the 180-day period. When determining whether or not to release shares from the lock-up agreements, the representatives will consider, among other factors, the stockholder's reasons for requesting the release, the number of shares for which the release is being requested and market conditions at the time.

Rule 144

In general, under Rule 144 of the Securities Act, beginning 90 days after the date of this prospectus a person deemed to be our "affiliate," or a person holding restricted shares who beneficially

owns shares that were not acquired from us or any of our "affiliates" within the previous year, is entitled to sell within any three-month period a number of shares that does not exceed the greater of either 1% of the then outstanding shares of our common stock, which will equal approximately shares immediately after this offering, assuming no exercise of the underwriters' overallotment option and no exercise of outstanding options, or the average weekly trading volume of our common stock on the Nasdaq National Market during the four calendar weeks preceding the filing with the Securities and Exchange Commission of a notice on Form 144 with respect to such sale. Sales under Rule 144 of the Securities Act are also subject to prescribed requirements relating to the manner of sale, notice and availability of current public information about us.

Rule 144(k)

Under Rule 144(k), a person who is deemed not to have been one of our affiliates at any time during the 90 days preceding a sale, and who has beneficially owned the shares proposed to be sold for at least two years, including the holding period of any prior owner other than an affiliate, is entitled to sell the shares without complying with the manner of sale, public information, volume limitation or notice provisions of Rule 144. Beginning 180 days after the date of this prospectus, shares of our common stock will qualify as "Rule 144(k)" shares.

Rule 701

Rule 701, as currently in effect, permits resales of shares in reliance upon Rule 144 but without compliance with some of the restrictions of Rule 144, including the holding period requirement. Most of our employees, officers, directors or consultants who purchased shares under a written compensatory plan or contract (such as our current stock option plans) may be entitled to rely on the resale provisions of Rule 701, but all holders of Rule 701 shares are required to wait until 90 days after the date of this prospectus before selling their shares.

Stock Plans

We intend to file one or more registration statements on Form S-8 under the Securities Act to register shares of our common stock issued or reserved for issuance under our stock option plans and the employee stock purchase plan. The first such registration statement is expected to be filed soon after the date of this prospectus and will automatically become effective upon filing with the SEC. Accordingly, shares registered under such registration statement will be available for sale in the open market, unless such shares are subject to vesting restrictions with us or the lock-up restrictions described above.

UNDERWRITING

LeMaitre Vascular, the selling stockholder and the underwriters named below have entered into an underwriting agreement with respect to the shares being offered. Subject to certain conditions, each underwriter has severally agreed to purchase, and LeMaitre Vascular and the selling stockholder has agreed to sell to them, severally, the number of shares indicated in the following table. Goldman, Sachs & Co., CIBC World Markets Corp., Cowen and Company LLC and JMP Securities LLC are the representatives of the underwriters.

Underwriters	Number of Shares
Goldman, Sachs & Co.	
CIBC World Markets Corp.	
Cowen and Company LLC	
JMP Securities LLC	
Total	

The underwriters are committed to take and pay for all of the shares being offered, if any are taken, other than the shares covered by the option described below unless and until this option is exercised.

If the underwriters sell more shares than the total number set forth in the table above, the underwriters have an option to buy up to an additional shares from LeMaitre Vascular and the selling stockholder to cover such sales. They may exercise that option for 30 days. If any shares are purchased pursuant to this option, the underwriters will severally purchase shares in approximately the same proportion as set forth in the table above.

The following table shows the per share and total underwriting discounts and commissions to be paid to the underwriters by LeMaitre Vascular and the selling stockholder. Such amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase additional shares.

Paid by LeMaitre Vascular	No Exercise	Full Exercise
Per Share	$	$
Total	$	$

Paid by Selling Stockholder	No Exercise	Full Exercise
Per Share	$	$
Total	$	$

Shares sold by the underwriters to the public will initially be offered at the initial public offering price set forth on the cover of this prospectus. Any shares sold by the underwriters to securities dealers may be sold at a discount of up to $ per share from the initial public offering price. Any such securities dealers may resell any shares purchased from the underwriters to certain other brokers or dealers at a discount of up to $ per share from the initial public offering price. If all the shares are not sold at the initial public offering price, the representatives may change the offering price and the other selling terms.

At LeMaitre Vascular's request, certain of the underwriters have reserved up to 5% of the shares of common stock being sold in this offering for sale under a directed share program to LeMaitre Vascular employees, directors, officers, shareholders and other persons who are associated with it and

certain of their friends and family members. The purchasers of these shares will not be subject to a lock-up except to the extent these purchasers are subject to a lock-up agreement with the underwriters as described below. The number of shares available for sale to the general public in this offering will be reduced to the extent that these reserved shares are purchased by these purchasers. Any reserved shares not purchased by these purchasers will be offered by certain of the underwriters to the general public on the same basis as the other shares in this offering. All sales of shares under the directed share program will be made at the initial public offering price set forth on the cover page of this prospectus.

LeMaitre Vascular and its officers, directors, and holders of all of its common stock, including the selling stockholder, have agreed with the underwriters, subject to certain exceptions, not to offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale, hedge or otherwise dispose of any shares of the common stock of LeMaitre Vascular, or any options or warrants to purchase any shares of the common stock of LeMaitre Vascular, or any securities convertible into, or exchangeable for or that represent the right to receive shares of the common stock of LeMaitre Vascular during the period from the date of this prospectus continuing through the date 180 days after the date of this prospectus, except with the prior written consent of the representatives. This agreement does not apply to the issuance by LeMaitre Vascular of any securities in accordance with any of its existing employee benefit plans or up to shares in connection with acquisitions, provided that all of the recipients thereof execute a lock-up agreement with the underwriters. See “Shares Eligible for Future Sale” for a discussion of certain transfer restrictions.

The 180-day restricted period described in the preceding paragraph will be automatically extended if: (1) during the last 17 days of the 180-day restricted period LeMaitre Vascular issues an earnings release or announces material news or a material event; or (2) prior to the expiration of the 180-day restricted period, LeMaitre Vascular announces that it will release earnings results during the 15-day period following the last day of the 180-day period, in which case the restrictions described in the preceding paragraph will continue to apply until the expiration of the 18-day period beginning on the issuance of the earnings release of the announcement of the material news or material event.

Prior to the offering, there has been no public market for the shares. The initial public offering price will be negotiated among LeMaitre Vascular, the selling stockholder and representatives of the underwriters. Among the factors to be considered in determining the initial public offering price of the shares, in addition to prevailing market conditions, will be LeMaitre Vascular’s historical performance, estimates of the business potential and earnings prospects of LeMaitre Vascular, an assessment of LeMaitre Vascular’s management and the consideration of the above factors in relation to market valuation of companies in related businesses.

An application has been made for quotation of LeMaitre Vascular’s common stock on the Nasdaq National Market under the symbol “LMAT.”

In connection with the offering, the underwriters may purchase and sell shares of common stock in the open market. These transactions may include short sales, stabilizing transactions and purchases to cover positions created by short sales. Shorts sales involve the sale by the underwriters of a greater number of shares than they are required to purchase in the offering. “Covered” short sales are sales made in an amount not greater than the underwriters’ option to purchase additional shares from us in the offering. The underwriters may close out any covered short position by either exercising their option to purchase additional shares or purchasing shares in the open market. In determining the source of shares to close out the covered short position, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared to the price at which they may purchase additional shares pursuant to the option granted to them. “Naked” short sales are any sales in excess of such option. The underwriters must close out any naked short position by purchasing

shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the common stock in the open market after pricing that could adversely affect investors who purchase in the offering. Stabilizing transactions consist of various bids for or purchases of common stock made by the underwriters in the open market prior to the completion of the offering.

The underwriters may also impose a penalty bid. This occurs when a particular underwriter repays to the underwriters a portion of the underwriting discount received by it because the representatives have repurchased shares sold by or for the account of such underwriter in stabilizing or short covering transactions.

Purchases to cover a short position and stabilizing transactions, as well as other purchases by the underwriters for their own accounts, may have the effect of preventing or retarding a decline in the market price of the common stock, and together with the imposition of the penalty bid, may stabilize, maintain or otherwise affect the market price of the common stock. As a result, the price of the common stock may be higher than the price that otherwise might exist in the open market. If these activities are commenced, they may be discontinued at any time. These transactions may be effected on the Nasdaq National Market, in the over-the-counter market or otherwise.

Each of the underwriters has represented and agreed that:

- it has not made or will not make an offer of shares to the public in the United Kingdom within the meaning of section 102B of the Financial Services and Markets Act 2000 (as amended), FSMA, except to legal entities which are authorized or regulated to operate in the financial markets or, if not so authorized or regulated, whose corporate purpose is solely to invest in securities or otherwise in circumstances which do not require the publication by us of a prospectus pursuant to the Prospectus Rules of the Financial Services Authority, FSA;
- it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of FSMA) to persons who have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 or in circumstances in which section 21 of FSMA does not apply to us; and
- it has complied with, and will comply with all applicable provisions of FSMA with respect to anything done by it in relation to the shares in, from or otherwise involving the United Kingdom.

European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each as referred to herein as a Relevant Member State), each underwriter has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (referred to herein as the Relevant Implementation Date) it has not made and will not make an offer of shares to the public in that Relevant Member State prior to the publication of a prospectus in relation to the shares which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, all in accordance with the Prospectus Directive, except that it may, with effect from and including the Relevant Implementation Date, make an offer of shares to the public in that Relevant Member State at any time:

- to legal entities which are authorized or regulated to operate in the financial markets or, if not so authorized or regulated, whose corporate purpose is solely to invest in securities;

- to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than €43,000,000 and (3) an annual net turnover of more than €50,000,000, as shown in its last annual or consolidated accounts; or
- in any other circumstances which do not require the publication by us of a prospectus pursuant to Article 3 of the Prospectus Directive.

For purposes of this provision, the expression an "offer of shares to the public" in relation to any shares in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the shares to be offered so as to enable an investor to decide to purchase or subscribe for the shares, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State and the expression "Prospectus Directive" means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

The shares may not be offered or sold by means of any document other than to persons whose ordinary business is to buy or sell shares or debentures, whether as principal or agent, or in circumstances which do not constitute an offer to the public within the meaning of the Companies Ordinance (Cap. 32) of Hong Kong, and no advertisement, invitation or document relating to the shares may be issued, whether in Hong Kong or elsewhere, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to shares which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made thereunder.

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the shares may not be circulated or distributed, nor may the shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore, or SFA, (ii) to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the shares are subscribed or purchased under Section 275 by a relevant person which is: (a) a corporation (which is not an accredited investor) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary is an accredited investor, shares, debentures and units of shares and debentures of that corporation or the beneficiaries' rights and interest in that trust shall not be transferable for six months after that corporation or that trust has acquired the shares under Section 275 except: (i) to an institutional investor under Section 274 of the SFA or to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA; (ii) where no consideration is given for the transfer; or (iii) by operation of law.

The securities have not been and will not be registered under the Securities and Exchange Law of Japan (the Securities and Exchange Law) and each underwriter has agreed that it will not offer or sell any securities, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in

Japan or to a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Securities and Exchange Law and any other applicable laws, regulations and ministerial guidelines of Japan.

The underwriters do not expect sales to discretionary accounts to exceed five percent of the total number of shares offered.

A prospectus in electronic format may be made available on the websites maintained by one or more of the representatives, and may also be made available on websites maintained by the underwriters. The representatives may agree to allocate a number of shares to the underwriters and selling group members for sale to their online brokerage account holders. Internet distributions will be allocated by the representatives to underwriters that may make Internet distributions on the same basis as other allocations.

LeMaitre Vascular and the selling stockholder estimate that their share of the total expenses of the offering, excluding underwriting discounts and commissions, will be approximately $.

LeMaitre Vascular and the selling stockholder have agreed to indemnify the several underwriters against certain liabilities, including liabilities under the Securities Act.

Certain of the underwriters and their respective affiliates may in the future perform various financial advisory and investment banking services for LeMaitre Vascular, for which they will receive customary fees and expenses.

LEGAL MATTERS

The validity of the common stock we are offering hereby will be passed upon for us by Goodwin Procter LLP, Boston, Massachusetts. Legal matters in connection with this offering will be passed upon for the underwriters by Wilmer Cutler Pickering Hale and Dorr LLP, Boston, Massachusetts.

EXPERTS

The consolidated financial statements of LeMaitre Vascular, Inc. as of December 31, 2004 and 2005, and for each of the three years in the period ended December 31, 2005, appearing in this prospectus and the related registration statement have been audited by Ernst & Young, LLP, independent registered public accounting firm, as set forth in their report thereon appearing elsewhere herein, and are included in reliance on such report given on the authority of such firm as experts in accounting and auditing.

The financial statements of Endomed, Inc. as of December 31, 2004 and the period from January 1, 2005 to February 2, 2005 appearing in this prospectus and the related registration statement have been audited by Ernst & Young LLP, independent auditors, as set forth in their report thereon appearing elsewhere herein, and are included in reliance on such report given on the authority of such firm as experts in accounting and auditing.

MARKET AND INDUSTRY DATA

Unless otherwise indicated, information contained in this prospectus concerning the medical device industry and the peripheral vascular market, including our general expectations and market

position, market opportunity and market share, is based on information from independent industry analysts and third party sources and management estimates. Management estimates are derived from publicly available information released by independent industry analysts and third party sources, as well as data from our internal research, and are based on assumptions made by us based on such data and our knowledge of such industry and markets, which we believe to be reasonable. None of the sources cited in this prospectus has consented to the inclusion of any data from its reports, nor have we sought their consent. While we believe the market position, market opportunity and market share information included in this prospectus is generally reliable, such information is inherently imprecise. Such data involves risks and uncertainties and are subject to change based on various factors, including those discussed under the heading "Risk Factors."

WHERE YOU CAN FIND ADDITIONAL INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act with respect to our common stock offered hereby. This prospectus, which forms part of the registration statement, does not contain all of the information set forth in the registration statement and the exhibits and schedules to the registration statement. Some items are omitted in accordance with the rules and regulations of the SEC. For further information about us and our common stock, we refer you to the registration statement and the exhibits and schedules to the registration statement filed as part of the registration statement. Statements contained in this prospectus as to the contents of any contract or other document filed as an exhibit are qualified in all respects by reference to the actual text of the exhibit. You may read and copy the registration statement, including the exhibits and schedules to the registration statement, at the SEC's Public Reference Room at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. You can obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. In addition, the SEC maintains an Internet site at www.sec.gov, from which you can electronically access the registration statement, including the exhibits and schedules to the registration statement.

Upon completion of the offering, we will become subject to the full informational and periodic reporting requirements of the Exchange Act. We will fulfill our obligations with respect to such requirements by filing periodic reports and other information with the SEC. We intend to furnish our stockholders with annual reports containing consolidated financial statements certified by an independent registered public accounting firm. We also maintain a website at *www.lemaitre.com*. Our website is not a part of this prospectus.

INDEX TO FINANCIAL STATEMENTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Stockholders of LeMaitre Vascular, Inc.

We have audited the accompanying consolidated balance sheets of LeMaitre Vascular, Inc. (the Company) as of December 31, 2004 and 2005, and the related consolidated statements of operations, stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2005. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. We were not engaged to perform an audit of the Company's internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of LeMaitre Vascular, Inc. at December 31, 2004 and 2005, and the consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 2005, in conformity with accounting principles generally accepted in the United States.

/s/ Ernst & Young LLP

Boston, Massachusetts
June 21, 2006

LeMaitre Vascular, Inc.

Consolidated Balance Sheets

	As of December 31, 2004	As of December 31, 2005	As of March 31, 2006 (unaudited) (restated)
	(in thousands, except share data)		
Assets			
Current assets:			
Cash and cash equivalents	$ 724	$ 817	$ 469
Marketable securities	300	—	—
Accounts receivable, net of allowance of $145 in 2004 and $120 in 2005 for doubtful accounts	3,505	4,207	4,826
Inventory	3,272	5,147	5,392
Refundable income taxes	240	—	—
Prepaid expenses	496	486	739
Deferred tax asset	136	160	—
Property held for sale	429	—	—
Total current assets	9,102	10,817	11,426
Property and equipment, net	2,435	2,658	2,756
Goodwill	6,709	8,853	8,853
Other intangibles, net	1,626	2,412	2,328
Other assets	629	328	1,098
Total assets	$ 20,501	$25,068	$ 26,461
Liabilities and stockholders' equity			
Current liabilities:			
Accounts payable	$ 466	$ 265	$ 726
Accrued expenses	2,592	3,598	3,992
Revolving line of credit	—	710	1,085
Current portion of capital lease obligations	40	90	90
Current maturities of long-term debt	432	432	432
Obligation related to property held for sale	276	—	—
Total current liabilities	3,806	5,095	6,325
Long-term debt, net of current portion	1,080	648	540
Capital lease obligations, net of current portion	60	29	6
Deferred tax liabilities	398	604	580
Other long-term liabilities	344	156	151
Total liabilities	5,688	6,532	7,602
Commitments and contingencies	—	—	—
Common stock awards subject to repurchase feature	—	—	6,592
Stockholders' equity:			
Preferred stock, $0.01 par value; 1,500,000 shares authorized, 74,353 shares designated as Series A convertible, 63,731 shares issued and outstanding (liquidation preference $4,967 in 2004 and $5,364 in 2005)	2,191	2,191	2,191
Common stock, $0.01 par value; 15,000,000 shares authorized 8,040,298 shares issued in 2004 and 8,560,233 shares issued in 2005	81	86	86
Additional paid-in capital	14,031	19,198	19,127
Subscription receivable	(48)	—	—
Deferred compensation	(15)	(84)	—
Accumulated deficit	(2,060)	(2,005)	(8,227)
Accumulated other comprehensive income (loss)	855	(67)	(53)
Treasury stock (30,148 shares in 2004 and 77,975 shares in 2005), at cost	(222)	(783)	(857)
Total stockholders' equity	14,813	18,536	12,267
Total liabilities and stockholders' equity	$ 20,501	$25,068	$ 26,461

See accompanying notes to consolidated financial statements.

LeMaitre Vascular, Inc.

Consolidated Statements of Operations

	Year ended December 31,			Three months ended March 31,	
	2003	2004	2005	2005	2006
				(unaudited)	
	(in thousands, except per share data)				
Net sales	$20,664	$26,183	$30,727	$ 7,501	$ 8,571
Cost of sales	6,208	7,780	8,927	2,061	2,261
Gross profit	14,456	18,403	21,800	5,440	6,310
Sales and marketing	7,252	9,654	10,960	2,687	3,249
General and administrative	4,530	5,037	6,405	1,390	1,773
Research and development	2,265	2,120	3,015	850	795
Restructuring charges	733	435	998	81	31
Total operating expenses	14,780	17,246	21,378	5,008	5,848
Income (loss) from operations	(324)	1,157	422	432	462
Other income (expense):					
Interest income	3	9	4	3	1
Interest expense	(144)	(137)	(182)	(46)	(47)
Foreign currency gain (loss)	191	169	(217)	(63)	47
Other income (expense)	(22)	(57)	(33)	53	(2)
Foreign currency translation adjustment due to dissolution of French subsidiary	—	—	584	—	—
Income (loss) before income taxes	(296)	1,141	578	379	461
Benefit (provision) for income taxes	74	(214)	(523)	(328)	(91)
Net income (loss)	$ (222)	$ 927	$ 55	$ 51	$ 370
Net income (loss) available for common shareholders:					
Basic	$ (0.03)	$ 0.10	$ 0.01	$ 0.01	$ 0.02
Diluted	$ (0.03)	$ 0.10	$ 0.01	$ 0.01	$ 0.02
Weighted-average shares outstanding:					
Basic	7,525	7,941	8,246	8,074	8,453
Diluted	7,525	8,354	8,701	8,486	8,935

See accompanying notes to consolidated financial statements.

LeMaitre Vascular, Inc.

Consolidated Statements of Stockholders' Equity

(in thousands, except share data)

	Series A Convertible Preferred Stock		Common Stock		Additional Paid-in Capital	Subscription Receivable	Deferred Compensation	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Treasury Stock		Total Stockholders' Equity
	Shares	Amount	Shares	Amount						Shares	Amount	
Balance at December 31, 2002	63,731	$ 2,191	7,493,368	$ 75	$ 8,426	$ —	$ (60)	$ (2,765)	$ 190	7,199	$ (33)	$ 8,024
Net loss								(222)				(222)
Foreign currency translation adjustment									463			463
Comprehensive net income												241
Stock-based compensation			2,622		23							23
Issuance of common stock			197,596	2	1,515	(127)						1,390
Collection of subscription receivable						38						38
Common stock issued in connection with acquisition			52,083	1	600							601
Issuance of common stock for stock options exercised			13,300		61							61
Costs related to issuance of common stock					(23)							(23)
Amortization of deferred compensation							24					24
Purchase of treasury stock										13,300	(105)	(105)
Balance at December 31, 2003	63,731	$ 2,191	7,758,969	$ 78	$ 10,602	$ (89)	$ (36)	$ (2,987)	$ 653	20,499	$ (138)	$ 10,274

See accompanying notes to consolidated financial statements.

LeMaitre Vascular, Inc.

Consolidated Statements of Stockholders' Equity—(continued)

(in thousands, except share data)

	Series A Convertible Preferred Stock		Common Stock		Additional Paid-in Capital	Subscription Receivable	Deferred Compensation	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Treasury Stock		Total Stockholders' Equity
	Shares	Amount	Shares	Amount						Shares	Amount	
Balance at December 31, 2003	63,731	$ 2,191	7,758,969	$ 78	$ 10,602	$ (89)	$ (36)	$ (2,987)	$ 653	20,499	$ (138)	$ 10,274
Net income								927				927
Foreign currency translation adjustment									202			202
Comprehensive net income												1,129
Stock-based compensation			3,374		29							29
Collection of subscription receivable						91						91
Issuance of common stock			254,451	3	2,219	(50)						2,172
Common stock issued in connection with acquisition			11,455		100							100
Issuance of common stock for stock options exercised			12,049		44							44
Common stock issuable in connection with acquisition					100							100
Stock option obligation reclassification					1,039							1,039
Costs related to issuance of common stock					(102)							(102)
Amortization of deferred compensation							21					21
Purchase of treasury stock										9,649	(84)	(84)
Balance at December 31, 2004	63,731	$ 2,191	8,040,298	$ 81	$ 14,031	$ (48)	$ (15)	$ (2,060)	$ 855	30,148	$ (222)	$ 14,813

See accompanying notes to consolidated financial statements.

LeMaitre Vascular, Inc.

Consolidated Statements of Stockholders' Equity—(continued)

(in thousands, except share data)

	Series A Convertible Preferred Stock		Common Stock		Additional Paid-in Capital	Subscription Receivable	Deferred Compensation	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Treasury Stock		Total Stockholders' Equity
	Shares	Amount	Shares	Amount						Shares	Amount	
Balance at December 31, 2004	63,731	$ 2,191	8,040,298	$ 81	$ 14,031	$ (48)	$ (15)	$ (2,060)	$ 855	30,148	$ (222)	$ 14,813
Net income								55				55
Foreign currency translation adjustment from dissolution of French subsidiary									(584)			(584)
Foreign currency translation adjustment									(338)			(338)
Comprehensive net loss												(867)
Stock-based compensation					102		(102)					—
Collection of subscription receivable						48						48
Issuance of common stock			267,272	3	3,016							3,019
Common stock issued in connection with acquisition			223,863	2	1,998							2,000
Issuance of common stock for stock options exercised			28,800		96							96
Costs related to issuance of common stock					(45)							(45)
Amortization of deferred compensation							33					33
Sale of treasury stock										(2,212)	25	25
Purchase of treasury stock										50,039	(586)	(586)
Balance at December 31, 2005	63,731	$ 2,191	8,560,233	$ 86	$ 19,198	$ —	$ (84)	$ (2,005)	$ (67)	77,975	$ (783)	$ 18,536

See accompanying notes to these consolidated financial statements.

LeMaitre Vascular, Inc.

Consolidated Statements of Stockholders' Equity—(continued)

(in thousands, except share data)

	Series A Convertible Preferred Stock		Common Stock		Additional Paid-in Capital	Subscription Receivable	Deferred Compensation	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Treasury Stock		Total Stockholders' Equity
	Shares	Amount	Shares	Amount						Shares	Amount	
Balance at December 31, 2005	63,731	$ 2,191	8,560,233	$ 86	$ 19,198	$ —	$ (84)	$ (2,005)	$ (67)	77,975	$ (783)	$ 18,536
Effect of adoption of SFAS123R for redemption feature of common stock awards								(6,474)				(6,474)
Net income (unaudited)								370				370
Foreign currency translation adjustment (unaudited)									14			14
Comprehensive net income (unaudited)												384
Issuance of common stock (unaudited)			20,004	—			(5)					(5)
Issuance of common stock for stock options exercised (unaudited)					5							5
Costs related to issuance of common stock (unaudited)					(2)							(2)
Amortization of deferred compensation (unaudited)							15					15
Purchase of treasury stock (unaudited)										6,263	(74)	(74)
Reclassification of deferred compensation upon adoption of SFAS No. 123R (unaudited)					(74)		74					—
Increase in redemption feature of common stock awards								(118)				(118)
Balance at March 31, 2006 (unaudited)	63,731	$ 2,191	8,580,237	$ 86	$ 19,127	$ —	$ —	$ (8,227)	$ (53)	84,238	$ (857)	$ 12,267

See accompanying notes to consolidated financial statements.

LeMaitre Vascular, Inc.

Consolidated Statements of Cash Flows

	Year ended December 31,			Three months ended March 31,	
	2003	2004	2005	2005	2006
			(in thousands)	(unaudited)	
Operating activities					
Net income (loss)	$ (222)	$ 927	$ 55	$ 51	$ 370
Adjustments to reconcile net income (loss) to net cash (used in) provided by operating activities:					
Depreciation and amortization	599	967	1,208	311	351
Stock-based compensation	406	282	—	—	1
Amortization of deferred compensation	24	21	33	4	9
Provision for deferred income taxes	134	28	182	120	—
Foreign currency translation adjustment from dissolution of French subsidiary	—	—	(584)	—	—
Loss on disposal of property and equipment	20	157	45	—	—
Changes in operating assets and liabilities, net of effect of business acquisitions:					
Accounts receivable	(209)	(727)	(388)	(430)	(587)
Inventory	109	167	(1,769)	(507)	(212)
Prepaid expenses and other assets	168	(152)	(97)	273	(20)
Accounts payable and other liabilities	(591)	12	113	(497)	745
Net cash (used in) operating activities	438	1,682	(1,202)	(675)	657
Investing activities					
Purchase of property and equipment	(649)	(988)	(1,013)	(431)	(391)
Cash paid for business acquisitions, net of cash acquired	(1,080)	(500)	(1,379)	(1,379)	—
Proceeds from sale of property held for sale	—	—	487	487	—
Purchase of technology license	—	(575)	—	—	—
Sale (purchase) of marketable securities	—	(300)	300	—	—
Other assets	50	(544)	223	56	(741)
Net cash used in investing activities	(1,679)	(2,907)	(1,382)	(1,267)	(1,132)
Financing activities					
Net proceeds from issuance of common stock	1,452	2,216	3,115	113	1
(Repayment) under revolving line of credit	(235)	—	—	—	—
Proceeds from short-term debt	—	—	710	2,000	375
Proceeds from long-term debt	2,160	—	—	—	—
Principal payments on long-term debt	(1,318)	(522)	(432)	(108)	(108)
Principal payments on capital lease obligations	(138)	(241)	(347)	(284)	(23)
Collection of subscription receivable	38	91	48	26	—
Legal costs associated with equity transactions	(23)	(102)	(45)	—	—
Purchase of treasury stock, net	(106)	(84)	(561)	—	(74)
Net cash provided by financing activities	1,830	1,358	2,488	1,747	171
Effect of exchange rate changes on cash and cash equivalents	(367)	32	189	(190)	(44)
Net increase (decrease) in cash and cash equivalents	222	165	93	(385)	(348)
Cash and cash equivalents at beginning of period	337	559	724	724	817
Cash and cash equivalents at end of period	$ 559	$ 724	$ 817	$ 339	$ 469
Supplemental non-cash financing activities					
Issuance of common stock for subscription receivable	127	50	—	—	—
Property and equipment acquired under capital lease	338	—	—	—	—
Common stock issued in connection with acquisitions	600	200	2,000	2,000	—
Reclassification of stock option obligation to additional paid-in capital	—	1,039	—	—	—
Reclassification of deferred compensation upon adoption of SFAS No. 123R	—	—	—	—	74
Effect of adoption of SFAS 123R for redemption feature of common stock awards	—	—	—	—	6,592

See accompanying notes to consolidated financial statements.

LeMaitre Vascular, Inc.

Notes to Consolidated Financial Statements

December 31, 2005

1. Significant Accounting Policies and Related Matters

Description of Business

LeMaitre Vascular, Inc. ("LeMaitre Vascular" or the "Company") and its subsidiaries develop, manufacture and market medical devices used primarily in the field of vascular surgery. The Company operates in a single segment (Note 12) in which its principal product lines are stent grafts, anastomotic clips, radiopaque tape, dialysis access grafts, valvulotomes, carotid shunts, balloon catheters, vein strippers, cholangiogram catheters and vascular access ports. The Company sells directly to hospitals in the United States, Germany, the United Kingdom, Benelux, France, Switzerland, Canada, Austria, Iceland and Japan, and through distributors outside these regions.

Consolidation

The consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries, LeMaitre Vascular GmbH, LeMaitre Vascular Limited, LeMaitre Vascular KK, LeMaitre UK Acquisition LLC, Vascutech Acquisition LLC, LeMaitre Acquisition LLC and LeMaitre Vascular SARL, until its dissolution in 2005. All significant intercompany accounts and transactions have been eliminated in consolidation.

Unaudited Interim Financial Statements

The accompanying interim consolidated balance sheet as of March 31, 2006, the consolidated statements of operations and cash flows for the three months ended March 31, 2005 and 2006, and the consolidated statement of stockholders' equity for the three months ended March 31, 2006 and footnote disclosures pertaining to such periods are unaudited. These unaudited interim consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States. In the opinion of the Company's management, the unaudited interim consolidated financial statements have been prepared on the same basis as the audited consolidated financial statements and include all adjustments consisting of normal recurring adjustments necessary for the fair presentations of the Company's financial position at March 31, 2006 and its consolidated results of operations and cash flows for the three months ended March 31, 2005 and 2006. The consolidated results of operations for the three months ended March 31, 2006 are not necessarily indicative of the results to be expected for any other interim period, for the year ending December 31, 2006, or for any other future period.

Foreign Currency Translation

In accordance with Statement of Financial Accounting Standards (SFAS) No. 52, *Foreign Currency Translation*, balance sheet accounts of foreign subsidiaries are translated into United States dollars at year-end exchange rates. Operating accounts are translated at average exchange rates for each year. Net translation gains or losses are adjusted directly to a separate component of other comprehensive income within stockholders' equity.

Foreign exchange transaction gains (losses), substantially all of which relate to intercompany activity between the Company and its foreign subsidiaries, amounted to $0.2 million in 2003, $0.2 million in 2004 and $(0.2) million in 2005, and are included in other income (expense) in the accompanying consolidated statements of operations.

LeMaitre Vascular, Inc.

Notes to Consolidated Financial Statements—(continued)

During 2004, the Company ceased its operations in France and transferred its production capacity to the U.S. In connection therewith, in 2005, the Company legally dissolved its wholly owned subsidiary, LeMaitre Vascular SARL (SARL). In accordance with Financial Accounting Standards Board (FASB) Interpretation (FIN) No. 37 "*Accounting for Translation Adjustments upon Sale of Part of an Investment in a Foreign Entity, an Interpretation of FASB Statement No. 52"*, other comprehensive income of $0.6 million related to the SARL dissolution has been reclassified from stockholders' equity to other income in the Company's 2005 consolidated statement of operations.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities, at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue Recognition

The Company's revenue is derived primarily from the sale of disposable or implantable devices used during vascular surgery. The Company sells directly to hospitals and to distributors, as described below, and enters into consigned inventory arrangements with either hospitals or distributors on a limited basis.

The Company recognizes revenue in accordance with SEC Staff Accounting Bulletin (SAB) No. 104, *Revenue Recognition*. SAB 104 requires that four basic criteria must be met before revenue can be recognized: (1) persuasive evidence of an arrangement exists; (2) delivery has occurred or services have been rendered; (3) the fee is fixed or determinable; and (4) collectibility is reasonably assured. The Company generally uses customer purchase orders or contracts to determine the existence of an arrangement and uses shipping documents and third party proof of delivery to verify that title has transferred.

The Company assesses whether the fee is fixed or determinable based on the terms of the agreement associated with the transaction. Substantially all sales transactions are based on fees, or prices, which are determinable at the time the order is placed by the customer's purchase order and accepted by Company. Orders that are not accompanied with a purchase order are either confirmed in writing, or verbally with the customer. The products the Company sells are primarily off the shelf (non-custom) disposable medical devices. After the delivery of the product, there is no uncertainty about customer acceptance due to the nature of the product. There is no contingency for acceptance, warranty or price protection. The Company's consigned transactions are immaterial. The Company does not recognize revenue on consigned sales until the customer notifies us that the products have been used. In order to determine whether collection is probable, the Company assesses a number of factors, including past transaction history with the customer and the creditworthiness of the customer. If the Company determines that collection is not reasonably assured, it defers the recognition of revenue until collection becomes reasonably assured, which is generally upon receipt of payment.

Based on these policies, the Company recognizes revenue, net of allowances for returns and discounts, as products are shipped, based on shipping point terms, at which time title passes to customers. Customers returning products are entitled to full or partial credit based on the condition and timing of the return. To be accepted, a returned product must be unopened (if sterile), unadulterated

and undamaged, and must have at least 18 months remaining prior to its expiration date. These return policies apply to sales to both hospitals and distributors. The Company's products are subject to a limited warranty that its products have been manufactured with due care. The amount of products returned to the Company, either for exchange or credit, has not been material. Nevertheless we provide for an allowance for future sales returns based on historical return experience. The Company's cost of replacing defective products has not been material and is accounted for at the time of replacement.

Research and Development Expense

Research and development costs are expensed as incurred. Royalties for the license of technology are included in research and development expense and amounted to approximately $11,000 in 2003, approximately $35,000 in 2004 and $0.2 million in 2005.

Shipping and Handling Costs

Shipping and handling fees paid by customers are recorded as sales, with the related expense recorded in cost of sales.

Cash and Cash Equivalents and Marketable Securities

The Company considers all highly liquid investments that are readily convertible to cash and that have original maturity dates of three months or less to be cash equivalents. Marketable securities consist of commercial paper and are classified as securities held-for-sale. The cost and carrying value of cash equivalents and marketable securities approximates fair value.

Inventory

Inventory consists of finished products, work-in-process and raw materials, and is stated at the lower of cost or market value. Cost is determined using the first-in, first-out (FIFO) method.

Property and Equipment

Property and equipment are recorded at cost. Depreciation is provided over the estimated useful lives of the related assets using straight-line and accelerated methods as follows:

Description	Useful Life
Computers and equipment	3–5 years
Machinery and equipment	3–13 years
Leasehold improvements	The shorter of its useful life or lease term

Fair Value of Financial Instruments

The Company's financial instruments include cash equivalents, marketable securities, accounts receivable, trade payables, and notes payable. The fair value of these instruments approximates their carrying value based upon their short-term nature or variable rates of interest.

Impairment of Long-Lived Assets

The Company reviews the carrying value of its long-lived assets (primarily property and equipment and intangible assets) to assess the recoverability of these assets when indicators of

impairment occur. The Company records impairment losses on long-lived assets used in operations when events and circumstances indicate that the assets might be impaired and the undiscounted cash flows estimated to be generated by those assets are less than the carrying amount of those assets. Impairment is measured based on the fair market value of the affected asset using discounted cash flows. To date, the Company has not identified any indicators of impairment.

Goodwill

Goodwill represents the amount of consideration paid in connection with business acquisitions in excess of the fair value of assets acquired and liabilities assumed. In accordance with SFAS No. 142, *Goodwill and Other Intangible Assets*, goodwill is evaluated for impairment annually or more frequently if indicators of impairment are present or changes in circumstances suggest that impairment may exist. The impairment test consists of a comparison of fair value of goodwill with its carrying amount and an impairment charge, if any, is recognized based on the extent the carrying value exceeds fair value. The Company evaluates the carrying value of its goodwill annually in its fourth quarter based on a single reporting unit. The Company has determined that no impairment charges were required during the three years in the period ended December 31, 2005 since the fair value of goodwill exceeds its carrying value for all periods presented.

Other Intangible Assets

Other intangible assets consist primarily of patents, trademarks, technology licences and customer relationships acquired in connection with business acquisitions and are amortized over their estimated useful lives, ranging from 5 to 17 years.

Stock-Based Compensation

The Company has elected to follow Accounting Principles Board (APB) Opinion No. 25, *Accounting for Stock Issued to Employees*, FIN No. 44, *Accounting for Certain Transactions Involving Stock Compensation,* and related interpretations, in accounting for its stock-based compensation plans, rather than the alternative fair value accounting method provided for under SFAS No. 123, *Accounting for Stock-Based Compensation*, as this alternative requires the use of option valuation models that were not developed for use in valuing employee stock options. Under APB No. 25, when the number of options is fixed and the exercise price of options granted under these plans equals the market price of the underlying stock on the date of grant, no compensation expense recognition is required.

SFAS No. 123 requires that the Company disclose the pro forma effect of expensing the fair value of stock options issued to employees. The Company has computed the fair value of employee stock options using the minimum value option-pricing model with the following assumptions:

	2003	2004	2005
Risk-free interest rates	3.3%	3.6%	4.2%
Dividend yield	0.0%	0.0%	0.0%
Volatility	0.0%	0.0%	0.0%
Expected life (years)	6.5	6.5	6.5

The Company has never declared cash dividends on any of its capital stock since becoming a C-corporation in 1998, and does not expect to do so in the foreseeable future.

LeMaitre Vascular, Inc.

Notes to Consolidated Financial Statements—(continued)

The weighted-average fair value of options granted in 2003, 2004 and 2005 was $1.55, $1.78 and $2.57, respectively. Had the Company accounted for stock options issued to employees using the fair value model prescribed by SFAS No. 123, the pro forma effect would have been as follows:

	Year ended December 31,		
	2003	2004	2005
	(in thousands)		
Net income (loss), as reported	$ (222)	$ 927	$ 55
Plus stock compensation cost as computed under APB No. 25	430	303	33
Less pro forma SFAS No. 123 option expense	(229)	(233)	(374)
Pro forma net income (loss)	$ (21)	$ 997	$ (286)

As disclosed in Note 1, *Recent Accounting Pronouncements*, effective January 1, 2006, the Company adopted SFAS No. 123 (revised 2004), *Share Based Payment* (SFAS No. 123R). Under SFAS No. 123R, the Company is required to recognize, as expense, the estimated fair value of all share based payments to employees. In accordance with this standard, the Company has elected to recognize the compensation cost of all share-based awards on a straight-line basis over the vesting period of the award. For the three months ended March 31, 2006, the Company recorded expense of approximately $1,000 in connection with its share-based payment awards. The future expense of the non-vested options of approximately $19,000 will be recognized ratably over the next 19 quarters. The adoption of SFAS No. 123R had no effect on cash flow for the three months ended March 31, 2006.

The Company adopted SFAS No. 123R under the prospective-transition method, as required by the standard, using a Black-Scholes model to value stock options. Under this method, the Company recognized compensation cost for all share-based payments to employees based on the grant date estimate of fair value for those awards, beginning on January 1, 2006. Prior period pro forma stock option information disclosed above was valued based on a Black-Scholes model using the minimum value method.

Concentrations of Credit Risk

The Company's financial instruments that are exposed to concentrations of credit risk consist primarily of cash, cash equivalents, marketable securities and accounts receivable. Cash equivalents represent highly liquid investments with maturities of three months or less at the date of purchase. Credit risk related to cash, cash equivalents and marketable securities are limited based on the creditworthiness of the financial institutions at which these funds are held.

The Company's accounts receivable are with customers based in the United States and internationally. The Company performs ongoing credit evaluations of its customers' financial condition and generally does not require collateral. The allowance for doubtful accounts is the Company's best estimate of the amount of probable credit losses in the Company's existing accounts receivable. The Company reviews its allowance for doubtful accounts on a monthly basis and all past due balances are reviewed individually for collectibility. Account balances are charged against the allowance after significant collection efforts have been made and potential for recovery is considered remote. Provisions for allowance for doubtful accounts are recorded in general and administrative expenses. Losses related to uncollectible amounts have historically been within management's estimates.

LeMaitre Vascular, Inc.

Notes to Consolidated Financial Statements—(continued)

Commitments and Contingencies

In the normal course of business, the Company is subject to litigation, claims and assessments for matters related to, among other things, patent infringement, business acquisitions, employment and product recalls. During the three years in the period ended and as of December 31, 2005, the Company was not subject to any litigation or claims and assessments, except with respect to the matter discussed in Note 2, that materially affected the Company's financial statements.

Income Taxes

The Company accounts for income taxes in accordance with SFAS No. 109, *Accounting for Income Taxes*. Deferred income taxes are recognized for temporary differences between financial statement and income tax bases of assets and liabilities for which income tax benefits and obligations will be realized in future years. The Company does not provide for income taxes on undistributed earnings of foreign subsidiaries, as the Company's current intention is to permanently reinvest these earnings.

The Company operates within several taxing jurisdictions and could be subject to audits in these jurisdictions. These audits can involve complex issues, which may require an extended period of time to resolve and may cover multiple years. In management's opinion, adequate provisions for income taxes have been made for all years subject to audit.

Net Income (Loss) Per Share

The Company calculates net income (loss) per share in accordance with SFAS No. 128, *Earnings Per Share*, and Emerging Issues Task Force (EITF) 03-6, *Participating Securities and the Two Class Method Under FASB Statement No. 128, Earnings Per Share* . EITF 03-6 clarified the use of the "two-class" method of calculating earnings per share as originally prescribed in SFAS No. 128. Effective for periods beginning after March 31, 2004, EITF 03-6 provides guidance on how to determine whether a security should be considered a "participating security" for purposes of computing earnings per share and how earnings should be allocated to a participating security when using the two-class method for computing earnings per share.

Under the two-class method, basic net income (loss) per share is computed by dividing the net income (loss) applicable to common stockholders by the weighted-average number of common shares outstanding for the fiscal period. Diluted net income (loss) per share is computed using the more dilutive of (a) the two-class method or (b) the if-converted method. Under EITF 03-6, the Company has determined that its Series A Convertible Preferred Stock ("Series A Preferred Stock") and, upon the adoption of SFAS 123(R), that certain options and shares of common stock ("common stock awards") subject to a repurchase feature at other than fair value are participating securities. The Company's Series A Convertible Preferred Stock provides for a dividend in the event of the Company's liquidation or in the event a dividend is declared on the Company's common stock. Effective, January 1, 2006, common stock awards subject to repurchase are allocated net income based on the change in the repurchase value during each reporting period. The remaining income is then allocated to preferred and common stockholders, pro rata, based on ownership interests since the preferred stock participates in dividends on the same basis in which the preferred shares convert to common stock. Net losses are not allocated to participating securities. For all periods presented, the application of the two-class method is more dilutive than the if-converted method. Diluted net income (loss) per share gives effect to all potentially dilutive securities, including stock options using the treasury method.

LeMaitre Vascular, Inc.

Notes to Consolidated Financial Statements—(continued)

Net income (loss) per share is based on the following:

	Year ended December 31,			Three months ended March 31,	
	2003	2004	2005	2005	2006
			(in thousands)	(unaudited)	
Numerator:					
Net income (loss) as reported	$ (222)	$ 927	$ 55	$ 51	$ 370
Allocation of net income (loss):					
Basic:					
Redemption value of common stock awards	$ —	$ —	$ —	$ —	$ 118
Undistributed net income allocated to participating stockholders:					
Common stock awards subject to redemption feature	—	—	—	—	16
Preferred stock	—	128	7	7	33
Net income applicable to participating stockholders	—	128	7	7	167
Net income (loss) applicable to common stockholders	(222)	799	48	44	203
Net income (loss)	$ (222)	$ 927	$ 55	$ 51	$ 370
Diluted:					
Redemption value of common stock awards	$ —	$ —	$ —	$ —	$ 118
Undistributed net income allocated to participating stockholders:					
Common stock awards subject to redemption feature	—	—	—	—	18
Preferred stock	—	123	7	7	31
Net income applicable to participating stockholders	—	123	7	7	167
Net income (loss) applicable to common stockholders	(222)	804	48	44	203
Net income (loss)	$ (222)	$ 927	$ 55	$ 51	$ 370
Denominator:					
Weighted-average shares of common stock outstanding:					
Issued	7,501	7,918	8,240	8,064	8,453
Issuable in connection with acquisitions	24	23	6	10	0
	7,525	7,941	8,246	8,074	8,453
Common stock equivalents:					
Weighted-average shares of common stock issuable upon exercise of outstanding stock options	—	413	455	412	482
Shares used in computing diluted net income (loss) per common share, if dilutive	7,525	8,354	8,701	8,486	8,935

LeMaitre Vascular, Inc.

Notes to Consolidated Financial Statements—(continued)

The computation of basic and diluted net income (loss) per share is as follows:

	Year ended December 31,			Three months ended March 31,	
	2003	2004	2005	2005	2006
			(in thousands, except per share data)	(unaudited)	
Basic:					
Net income (loss) available for common stockholders	$ (222)	$ 799	$ 48	$ 44	$ 203
Weighted average shares outstanding	7,525	7,941	8,246	8,074	8,453
Net income (loss) per share	$ (0.03)	$ 0.10	$ 0.01	$ 0.01	$ 0.02
Diluted:					
Net income (loss) available for common stockholders	$ (222)	$ 804	$ 48	$ 44	$ 203
Weighted-average shares of common stock	7,525	7,941	8,246	8,074	8,453
Common stock equivalents, if dilutive	—	413	455	412	482
Shares used in computing diluted net income (loss) per common share	7,525	8,354	8,701	8,486	8,935
Net income (loss) per share	$ (0.03)	$ 0.10	$ 0.01	$ 0.01	$ 0.02

For the quarter ended March 31, 2006, basic and diluted net income per share of the common stock awards subject to redemption features amounted to $0.21 and $0.21, respectively.

The estimated number of shares issuable in future periods in connection with certain business acquisitions is based on the stated value of the common stock issuable and the fair value of the common stock at each reporting date.

Common stock equivalents represent the effect of options to purchase the Company's common stock to the extent the fair value of the common stock exceeds the exercise price of the option. Due to the use of the two-class method, which is more dilutive than the if-converted method, common stock equivalents do not include the effect of the conversion of the Company's Series A Preferred Stock into 1,274,620 shares of common stock based on a 20-for-1 ratio. The two-class method assumes that a pro rata share of net income is allocated to preferred stockholders instead of assuming the preferred stock is converted to common stock.

Common stock equivalents are not included in the calculation of the diluted per share amounts in periods in which the Company incurs a net loss.

The number of common stock equivalents excluded from diluted net income (loss) per share, because the exercise price of options exceeded the fair value of the common stock or due to a net loss available to common stock in the reporting period is as follows:

	Year ended December 31,			Three months ended March 31,	
	2003	2004	2005	2005	2006
			(in thousands)	(unaudited)	
Stock options	441	—	—	—	—

LeMaitre Vascular, Inc.

Notes to Consolidated Financial Statements—(continued)

Recent Accounting Pronouncements

In June 2005, the FASB issued SFAS No. 154, *Accounting Changes and Error Correction*, a replacement of APB No. 20, *Accounting Changes*, and SFAS No. 3, *Reporting Accounting Changes*. SFAS No. 154 changes the requirements related to accounting for and reporting of a change in accounting principle. This Statement applies to all voluntary changes in accounting principle and changes required by a new accounting pronouncement, in the unusual instance that the pronouncement does not include specific transition provisions. SFAS No. 154 requires retrospective application to prior periods' financial statements of changes in accounting principle versus the previous guidance which allowed the recording of the impact of an accounting change in the current period's net income as a cumulative effect adjustment. The Statement is effective for the Company beginning in fiscal year 2007. Adoption is not expected to have a material impact on the Company's consolidated earnings, financial condition or cash flows.

In December 2004, the FASB issued SFAS No. 123R, that addresses the accounting for share-based payment transactions in which a company receives employee services in exchange for equity instruments of the company or liabilities that are based on the fair value of the company's equity instruments, or that may be settled by the issuance of such equity instruments. SFAS No. 123R addresses all forms of share-based payment awards, including shares issued under employee stock purchase plans, stock options, restricted stock and stock appreciation rights. SFAS No. 123R eliminates the ability to account for share-based compensation transactions using APB No. 25 that was provided in SFAS No. 123 as originally issued. Upon adoption of SFAS No. 123R, effective January 1, 2006, the Company is required to use the prospective transition method of adoption since under SFAS No. 123, the Company had used the minimum value method. Accordingly, compensation charges under SFAS No. 123R are only recognized for options granted after December 31, 2005 unless options existing at that date are modified or settled. Consequently, the impact of adoption cannot be predicted at this time because it depends on levels of share-based payments granted in the future.

Concurrently with the adoption of SFAS No. 123R, the Company adopted the use of Accounting Series Release 268 and EITF No. D-98 with respect to the accounting for certain common stock options and awards subject to a redemption feature. The effect of the adoption resulted in the classification of the intrinsic value of the redemption feature of $6.5 million at January 1, 2006 from retained earnings to other than permanent equity.

2. Acquisitions

Acquisition of Endomed

On February 2, 2005, the Company acquired certain business assets and operations and assumed liabilities of Endomed, Inc. (Endomed), a medical device company located in Phoenix, Arizona, for total consideration of $4.1 million. The consideration consisted of $2.1 million in cash, of which $1.4 million was paid at the closing ($0.8 million to creditors and $0.6 million to Endomed); $0.3 million was withheld as repayment for principal and interest due from Endomed for an advance; and $0.5 million was payable to creditors less approximately $27,000 in other adjustments. Additionally, 191,387 shares of common stock at a per share value of $10.45 totaling $2.0 million were issued to certain stockholders of Endomed to extinguish amounts owed by Endomed to its principal owners. The common stock was priced at the then-current share price as determined by the Company's board of directors. An additional $1.0 million of common stock would have been payable to Endomed contingent upon the achievement of a milestone in 2005. This achievement was not met.

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Notes to Consolidated Financial Statements—(continued)

The acquisition was determined to be a purchase of a business based upon the provisions of EITF Consensus, 98-3, *Determining Whether a Non Monetary Transaction Involves Receipt of Productive Assets or of a Business*, and the results of operations from the acquired business have been included in the consolidated financial statements from the date of acquisition.

The purpose of the acquisition was to acquire the patents (which include manufacturing techniques), customer relationships, trademarks, the manufacturing facility and equipment and employee base to allow the Company to enter the endovascular stent graft market. The Company believed that it would be able to leverage its existing trade name, sales and marketing functions to improve the revenue generating potential of the business. Furthermore, the Company believed it could leverage its manufacturing, finance and administrative infrastructure to improve the financial results of the acquired business after the transaction. These factors supported the Company's belief that Endomed's value was higher as a business acquired by the Company rather than as an independent business, and resulted in goodwill to be recognized in the transaction.

Intangible assets attributable to certain patents, customer relationships and trademarks amounted to $959,000, and are being amortized over their estimated useful lives between 5.0 and 13.8 years, as shown below:

Intangible Asset Class	(in thousands)	Weighted Average Useful Life
Patents	$ 696,000	13.8
Customer relationships	213,000	7.5
Trademarks	50,000	5.0
Total Intangible Assets	$ 959,000	

The purchase price was allocated as follows as of the date of acquisition:

	(in thousands)
Accounts receivable	$ 491
Inventory	396
Property, plant and equipment	369
Goodwill	2,170
Other intangible assets	959
Other assets	45
Accounts payable	(469)
Accrued expenses	(247)
Notes payable	(250)
Capital lease obligation	(105)
Common stock and paid in capital	(2,000)
Cash paid at closing	$ 1,359

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Notes to Consolidated Financial Statements—(continued)

The following unaudited pro forma information represents the consolidated results of operations of the Company and Endomed as if the acquisition had occurred on January 1, 2004. The pro forma information gives effect to the elimination of transactions between the Company and Endomed, principally sales and related costs, amortization of intangible assets, an increase in interest expense related to acquisition financing and related tax effects.

	Year ended December 31, 2004 (in thousands, except per share data)
Net sales	$ 28,040
Net (loss)	(1,400)
Net (loss) applicable to common stockholder per share:	
Basic	$ (0.18)
Diluted	$ (0.18)

Acquisition of AnastoClip Product Line and Related Operations

On February 6, 2004, and again on May 26, 2004, the Company acquired certain business assets and operations of the United States Surgical division of Tyco Healthcare Group LP ("US Surgical") , a medical device company located in Connecticut, for total consideration of $1.0 million. The consideration consisted of $0.8 million in cash to US Surgical, of which $0.5 million was paid at the closing, $0.1 million was payable upon the transfer of certain equipment and $0.2 million was payable on May 26, 2006. Additionally, $0.2 million in common stock was paid to a group of licensors of certain surgical clip technology for the assumption of the license agreement US Surgical had with the licensors. Of this amount, $0.1 million of the consideration was paid upon the assignment of the license agreement, and the balance of the $0.1 million of common stock was paid following the first anniversary of assignment of the license agreement. The common stock value of $0.1 million was paid through the issuance of 11,455 shares priced at the then-current share price of $8.73 as determined by the Company's board of directors. Further common stock value of $0.1 million was paid through the issuance of 9,560 shares priced at the then-current share price of $10.75 as determined by the Company's board of directors.

The acquisition was determined to be a purchase of a business, based on the provisions of EITF Consensus, 98-3, *Determining Whether a Non Monetary Transaction Involves Receipt of Productive Assets or of a Business*. In addition, the Company retained the majority of the manufacturing equipment, production techniques, trade name and operating rights after the transaction. The results of operations from the acquired business have been included in the consolidated financial statements from the date of acquisition.

The purpose of the acquisition was to acquire the patents, trademarks and manufacturing equipment to allow the Company to reasonably enter the vessel attachment market. The Company believed that it would be able to leverage its existing trade name, sales and marketing functions to improve the revenue generating potential of the business. Furthermore, the Company believed it could leverage its manufacturing, finance and administrative infrastructure to improve the financial results of the acquired business after the transaction. These factors supported the Company's belief that the value of the anastomotic clip business was higher as a business acquired by the Company, a company focused on vascular surgery, than as a part of Tyco Healthcare Group LP, a larger company selling into a range of medical specialties. As a result, goodwill was recognized in the transaction.

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Notes to Consolidated Financial Statements—(continued)

Intangible assets attributable to certain patents and trademarks amounted to $0.4 million, and are being amortized over their estimated useful lives as follows:

Intangible Asset Class	(in thousands)	Weighted Average Useful Life
Patents	$ 346,000	8.8
Trademarks	49,000	5.0
Total intangible assets	$ 395,000	

The purchase price was allocated as follows as of the date of acquisition:

	(in thousands)
Inventory	$ 161
Property, plant and equipment	137
Goodwill	386
Other intangible assets	395
Accrued expenses	(79)
Accrued purchase price	(300)
Common stock and paid-in capital	(200)
Cash paid at closing	$ 500

Acquisition of Credent Vascular Technologies

On April 30, 2003, the Company acquired certain business assets and operations and assumed certain liabilities of Credent Limited and Credent Vascular Technologies Limited (Credent) for total consideration of $1.7 million. Of this amount, approximately $1.1 million was paid in cash and $0.4 million in common stock (approximately 52,083 shares) was issued at the closing. An additional $0.2 million in common stock (approximately 22,909 shares) was issued at the first anniversary thereof. An additional cash amount of $0.2 million (less set-offs) remains outstanding and is accrued for on the Company's balance sheet.

The acquisition was determined to be a purchase of a business, based on the provisions of EITF Consensus, 98-3, *Determining Whether a Non Monetary Transaction Involves Receipt of Productive Assets or of a Business*. In addition, the Company retained the majority of the manufacturing facilities, employee base, production techniques, trade name and operating rights after the transaction. The results of operations from the acquired business have been included in the consolidated financial statements from the date of acquisition.

The purpose of the acquisition was to acquire the patents (which include manufacturing techniques), manufacturing facilities and employee base to allow the company to enter the vascular access graft market. The Company believed that it would be able to leverage its existing trade name, sales and marketing functions to improve the revenue generating potential of the business. Furthermore, the Company believed it could leverage its manufacturing, finance and administrative infrastructure to improve the financial results of the acquired business after the transaction. These factors supported the Company's belief that Credent Vascular Technology's value was higher as a business acquired by the Company rather than as an independent business, and resulted in goodwill to be recognized in the transaction.

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Notes to Consolidated Financial Statements—(continued)

The Company identified intangible assets of $0.5 million which were attributable to certain patents, and are being amortized over their estimated useful lives of 8.5 years.

The purchase price was allocated as follows as of the date of acquisition:

	(in thousands)
Accounts receivable	$ 38
Inventory	178
Prepaid expenses	28
Property, plant and equipment	164
Goodwill	1,541
Other intangible assets	543
Accrued expenses	(613)
Accrued purchase price	(200)
Common stock and paid-in capital	(600)
Cash paid at closing	$ 1,079

With respect to an acquisition in 2001, the Company settled a legal dispute in 2003 for $0.3 million which was recognized in general and administrative expenses in the Company's 2003 statement of operations.

3. Inventory

Inventory consists of the following:

	As of December 31,		As of March 31,
	2004	2005	2006 (unaudited)
	(in thousands)		
Raw materials	$ 1,190	$ 2,457	$ 2,477
Work-in-process	397	461	411
Finished products	1,685	2,229	2,504
Total inventory	$ 3,272	$ 5,147	$ 5,392

4. Property and Equipment

Property and equipment consists of the following:

	As of December 31,	
	2004	2005
	(in thousands)	
Computer hardware	$ 1,050	$1,368
Machinery and equipment	2,511	2,947
Leasehold improvements	1,374	1,390
Gross property and equipment	4,935	5,705
Less accumulated depreciation	2,500	3,047
Net property and equipment	$2,435	$2,658

LeMaitre Vascular, Inc.

Notes to Consolidated Financial Statements—(continued)

Depreciation expense amounted to approximately $0.5 million in 2003, $0.8 million in 2004 and $1.1 million in 2005.

5. Goodwill and Other Intangibles

Goodwill consists of the following:

	As of December 31,	
	2004	2005
	(in thousands)	
Balance at beginning of year	$6,184	$6,709
Additions for acquisitions	406	2,170
Changes to certain accruals in connection with acquisitions	(50)	—
Foreign currency effect	169	(26)
Balance at end of year	$6,709	$8,853

Intangibles consist of the following:

	As of December 31,	
	2004	2005
	(in thousands)	
Patents	$1,027	$1,789
Trademarks and technology license	842	896
Customer relationships	—	213
Gross intangibles	1,869	2,898
Accumulated amortization	(243)	(486)
Balance at end of year	$1,626	$2,412

These assets are being amortized over useful lives ranging from 5 to 17 years. The weighted-average amortization period for these intangibles as of December 31, 2005 is 12.2 years. Amortization expense amounted to $0.1 million in 2003, $0.2 million in 2004 and $0.2 million in 2005 and is included in general and administrative expense.

Estimated amortization expense for each of the five succeeding fiscal years, based upon the Company's intangible assets at December 31, 2005, is as follows:

	(in thousands)
2006	$ 241
2007	241
2008	241
2009	238
2010	224

6. Financing Arrangements

In April 2003, the Company amended its $1.1 million five-year term note due in March 2006, with an outstanding balance of $0.7 million, to a $2.2 million five-year term note due in April 2008.

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Notes to Consolidated Financial Statements—(continued)

Borrowings under the note are payable in quarterly payments of $0.1 million at an interest rate of prime plus 0.5%, or 3.5% over three month LIBOR. At December 31, 2005, the balance was $1.1 million at an interest rate of 7.75%.

On February 2, 2005, in connection with the Company's acquisition of certain assets and operations of Endomed, Inc., the Company amended its revolving line of credit with Brown Brothers Harriman & Co., or Brown Brothers, to allow borrowings in an amount not to exceed $3.5 million for a twelve-month period, and thereafter $2.25 million. Borrowings under the line of credit are due upon demand and accrue interest at the bank's prime rate. The rate of interest at December 31, 2005 was 7.25%.

At December 31, 2005, approximately $38,000 of availability was applied to an outstanding letter of credit, and $2.8 million was available for borrowings, based on credit availability.

The Company has an agreement with Brown Brothers to pay a success fee of 0.075% of the Company's pre-money valuation at the execution of the initial public offering of the Company's common stock, or the amount received by the Company for its equity upon the sale of the Company to a third party, whichever occurs first. At the time the event occurs for which the success fee is payable, the Company will recognize interest expense in the amount of the success fee.

Long-term debt consists of the following:

	As of December 31,	
	2004	2005
	(in thousands)	
Term note payable due in quarterly principal installments of $108,000 through April 2008	$1,512	$1,080
Less current portion	(432)	(432)
	$1,080	$ 648

The Company's term note and revolving line of credit are collateralized by substantially all of the assets of the Company. In addition, the Company is required to meet certain financial and operating covenants. At December 31, 2005 and March 31, 2006, the Company was in compliance with these covenants.

Aggregate maturities of debt under the Company's term note for each of the three succeeding fiscal years are as follows:

	(in thousands)
2006	$ 432
2007	432
2008	216
Total	$ 1,080

Interest expense amounted to $0.1 million, $0.1 million and $0.2 million for the years ended December 31, 2003, 2004 and 2005, respectively.

7. Leases

The Company conducts certain of its operations in leased facilities, which are accounted for as operating leases. Certain leases include renewal options. In addition, the Company leases certain of its

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Notes to Consolidated Financial Statements—(continued)

capital equipment under both operating and capital leases. Assets held under capital leases amounted to $0.9 million at December 31, 2004 and $0.3 million at December 31, 2005. Accumulated amortization amounted to $0.2 million at December 31, 2004 and $0.1 million at December 31, 2005. Capital lease asset amortization is included in depreciation and amortization. In connection with the Company's past operations in France, the Company had occupied the building under a sale-leaseback arrangement. Upon dissolution of its French operations, the building was sold to a third party in 2005 resulting in a gain of approximately $66,000 which is included in other income in the Company's 2005 consolidated statement of operations. The property was classified as held for sale on the Company's December 31, 2004 balance sheet based on management's decision to sell the property.

At December 31, 2005, the minimum rental commitments under all non-cancelable capital and operating leases with initial or remaining terms of more than one year, for each of the following fiscal years, are as follows:

	Capital Leases	Operating Leases
	(in thousands)	
2006	$ 104	$ 1,054
2007	20	835
2008	—	424
2009	—	194
2010	—	121
Thereafter	—	24
	124	$ 2,652
Less amount representing interest	(5)	
Present value of net minimum lease payments	119	
Less current portion of obligation under capital leases	(90)	
Long-term obligation under capital leases	$ 29	

Rent expense amounted to $0.9 million, $1.0 million and $1.2 million for the years ended December 31, 2003, 2004 and 2005, respectively.

8. Income Taxes

The Company's provision (benefit) for income taxes is based upon the following components of income (loss) before income taxes:

	Year ended December 31,		
	2003	2004	2005
		(in thousands)	
United States	$(375)	$1,908	$ 822
Foreign	79	(767)	(244)
Total	$(296)	$1,141	$ 578

Certain of the Company's foreign subsidiaries are included in the United States tax return as branches, but are included as foreign for purposes of the table above.

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Notes to Consolidated Financial Statements—(continued)

The Company's provision for income taxes is as follows:

	Year ended December 31,		
	2003	2004	2005
	(in thousands)		
Currently payable (refundable):			
Federal	$(208)	$172	$240
State	—	7	14
Foreign	—	7	87
	(208)	186	341
Deferred (benefit):			
Federal	134	68	150
State	—	(40)	32
	134	28	182
	$ (74)	$214	$523

Deferred taxes are attributable to the following temporary differences:

	As of December 31,	
	2004	2005
	(in thousands)	
Deferred tax assets:		
Inventory	$ 175	$ 47
Foreign net operating loss carryovers	296	524
Tax credit carryovers	195	262
Reserves and accruals	209	226
Other intangibles	97	125
Property and equipment	(9)	50
Other	50	70
Gross deferred tax assets	1,013	1,304
Valuation allowance	(877)	(1,144)
Deferred tax asset	136	160
Deferred tax liabilities:		
Goodwill	(398)	(604)
Net deferred tax liability	(262)	(444)
Short-term deferred tax asset	(136)	(160)
Non-current deferred tax liability	$ (398)	$ (604)

LeMaitre Vascular, Inc.

Notes to Consolidated Financial Statements—(continued)

A reconciliation of the federal statutory rate to the Company's effective tax rate for the year ended December 31 is as follows:

	2003	2004	2005
Federal statutory rate	(34.0)%	34.0%	34.0%
State tax	—	0.4	1.6
Effect of foreign taxes	—	—	33.1
Valuation allowance:			
Benefit of loss—Germany	(43.9)	(7.7)	—
Assets recorded to extent of available carryback	—	(11.8)	(4.2)
Other	43.4	15.3	12.4
Research credits	—	(10.5)	(7.8)
Permanent differences	10.5	2.4	9.1
Other	(1.0)	(3.5)	12.3
Effective tax rate	(25.0)%	18.6%	90.5%

The Company has a net operating loss carryover in the United Kingdom of $433,000 as of December 31, 2005. This carryover does not expire. The Company has a net operating loss carryover in Japan of $1,143,000 as of December 31, 2005. This carryover expires starting in 2011 through 2012. The Company has tax credit carryovers which expire between 2018 and 2025.

The American Jobs Creation Act of 2004 (the "Jobs Act"), enacted on October 22, 2004, provides for a temporary 85% dividends received deduction on certain foreign earnings repatriated during a one-year period. The deduction would result in an approximately 5.25% federal tax rate on the repatriated earnings. To qualify for the deduction, the earnings must be reinvested in the United States pursuant to a domestic reinvestment plan established by a company's Chief Executive Officer and approved by a company's board of directors. Certain other criteria in the Jobs Act must be satisfied as well.

The Company does not expect to repatriate foreign earnings under the provisions of the Jobs Act.

9. Stockholders' Equity

Series A Convertible Preferred Stock

Each share of Series A Convertible Preferred Stock has the same number of common stock votes as its conversion rights provide. Holders of Series A Preferred Stock have preference over common shareholders with respect to payment of dividends and distribution of assets in the event of liquidation, including a merger, consolidation or reorganization with or into another organization in which the stockholders of the Company prior to such merger, consolidation or reorganization do not hold a majority of the outstanding common stock of the surviving entity. Holders of Series A Preferred Stock are entitled to a liquidation value of $2.35 per share, plus a liquidating dividend as of the liquidation date. In the event of liquidation, including a deemed liquidation as described above, holders of Series A Preferred Stock are entitled to an 8% dividend, compounded annually from the original date of issuance. At December 31, 2005, the Series A Preferred Stock liquidation value on a per share basis amounted to $4.21 totaling $5,364,000.

Each share of Series A Preferred Stock is currently convertible at the option of the holder into common stock on a 20-for-1 basis. The conversion price is subject to certain antidilutive adjustments.

LeMaitre Vascular, Inc.

Notes to Consolidated Financial Statements—(continued)

Each share of Series A Preferred Stock will automatically convert into common stock in connection with the Company's initial public offering.

Stock Option Plans

Under its 1997, 1998, 2000 and 2004 stock option plans, the Company allows for the granting of options in the form of incentive stock options or nonqualified options to employees, directors, and consultants to purchase up to 1,688,702 shares of common stock. Incentive stock options are required to be issued at not less than fair market value at the date of the grant, and generally vest over four or five years. The term of the options is determined by the Company's board of directors, but in no event will exceed ten years from date of grant.

Options issued under the plans until December 20, 2004 were subject to a call right in which the Company, in the event of termination of the employee, could purchase shares issued under the option for cash at a price other than fair value. Under FIN 44, effective as of July 1, 2000, any options issued with a cash settlement feature were required to be accounted for using variable plan accounting. Variable plan accounting requires the recognition of compensation expense and a related obligation based upon the increase in the value over the exercise price of the shares to which the option is subject, as vesting occurs. As a result, the Company has recognized based on the accelerated expense attribution method under FIN 28 approximately $0.4 million in 2003 and $0.3 million in 2004 as stock-based compensation in the accompanying statements of operations in the caption in which the optionholders' salary expense is recognized. On December 20, 2004, modifications to the stock option plan eliminated the call rights. As a result, the obligation related to these call rights as of December 31, 2004 of $1.1 million under the plan was reclassified to stockholders' equity in 2004.

Options to purchase 386,272 shares of common stock and an award for the purchase of 252,852 shares of the Company's common stock were issued to two key executives in 1997. The options and award were subject to restricted stock agreements which provided the employee with a repurchase right and the Company with a call right at a formula-based price in the event of death, disability and voluntary and involuntary termination, as defined. The repurchase and call right features terminate upon the completion of a public offering of the Company's common stock. The Company accounted for these options and award until 1998 using variable plan accounting since the exercise of the employee repurchase price was considered likely based on the lack of marketability of the Company's common stock. Subsequent to the sale of $0.8 million of the Company's common stock in 1998 to individual, non-institutional investors, the Company determined that the likelihood of the exercise of the repurchase feature was remote based upon the value of the formula-based price compared to the value of the common sold to the individual investors. In addition, due to bank covenant restrictions, the Company determined its ability to exercise the call right, which was terminated by the Company in December 2003, was also remote. Since 1998, the value of the Company's common stock has always exceeded the formula-based price. Consequently, subsequent to 1998 the Company has accounted for these options and award using fixed plan accounting.

Upon adoption of SFAS No. 123R, based on the use of the prospective method of adoption, these options and this award will continue to be accounted for under APB No. 25 as fixed plan arrangements. Concurrently with the adoption of SFAS No. 123R, the Company applied the guidance included in Accounting Series Release No. 268 and EITF No. D-98 with respect to the redemption feature related to these options and award. The effect of the adoption resulted in the classification of the intrinsic value of the redemption feature of $6.5 million at January 1, 2006 from retained earnings to other than permanent equity. During the quarter ended March 31, 2006, the value of the redemption feature increased by $0.1 million to $6.6 million, which amount was charged against retained earnings.

LeMaitre Vascular, Inc.

Notes to Consolidated Financial Statements—(continued)

A summary of the Company's stock option activity and related information is as follows:

	2003		2004		2005		Three Months Ended March 31, 2006	
	Options	Weighted-average exercise price	Options	Weighted-average exercise price	Options	Weighted-average exercise price	Options	Weighted-average exercise price
Outstanding at beginning of year	1,134,752	$ 2.99	1,263,918	$ 3.65	1,207,737	$ 3.70	1,511,233	5.73
Granted	186,717	8.17	29,118	8.73	471,946	11.18	2,630	11.84
Exercised	(13,300)	4.58	(12,049)	3.66	(28,808)	3.35	(20,004)	0.28
Cancelled	(44,251)	5.47	(73,250)	4.87	(139,642)	7.02	(24,282)	7.99
Outstanding at end of year	1,263,918	3.65	1,207,737	3.70	1,511,233	5.73	1,469,577	5.78
Exercisable at end of period	844,391	1.88	894,634	2.34	892,903	2.58	899,701	2.91
Available for grant	154,617		448,749		116,453		138,105	

The weighted-average remaining contractual life of options outstanding at December 31, 2005 is 5.4 years.

As of December 31, 2005, shares subject to outstanding options by range of exercise price are as follows:

	Options Outstanding			Options Exercisable	
Range of exercise prices	Outstanding as of December 31, 2005	Weighted-average remaining years of contractual life	Weighted-average exercise price	Exercisable as of December 31, 2005	Weighted-average exercise price
$ 0.00 - $ 1.18	341,682	1.4	$ 0.10	341,682	$ 0.10
$ 1.18 - $ 2.37	245,460	2.3	1.79	245,460	1.79
$ 2.37 - $ 3.55	20,000	3.4	3.15	20,000	3.15
$ 3.55 - $ 4.74	119,710	4.3	3.96	114,260	3.90
$ 4.74 - $ 5.92	—	0.0	0.00	—	—
$ 5.92 - $ 7.10	44,700	6.1	6.78	31,000	6.77
$ 7.10 - $ 8.29	156,986	6.8	7.53	87,714	7.51
$ 8.29 - $ 9.47	128,888	7.6	8.41	50,538	8.40
$ 9.47 - $10.66	169,122	8.6	10.45	2,249	10.45
$10.66 - $11.84	284,685	9.6	11.65	—	—
Total	1,511,233	5.4	$ 5.73	892,903	$ 2.58

The Company accounts for stock options issued to non-employees using the fair value method prescribed by SFAS No. 123. The Company computes the fair value of non-employee stock options using the Black-Scholes option-pricing model using an appropriate volatility factor and records the fair value of non-employee stock options as expense over either the vesting term of the option or the service period. During 2003, 2004 and 2005, the Company recorded approximately $45,000, $41,000

and $31,000, respectively, of compensation expense related to stock options granted to non-employees. The Company has computed the fair value of non-employee stock options using the Black-Scholes model with the following assumptions:

	2003	2004	2005
Risk-free interest rates	3.3%	3.6%	4.2%
Dividend yield	0.0%	0.0%	0.0%
Volatility	80.0%	80.0%	65.0%
Expected life (years)	5.0	5.0	5.0

During the twelve-months ended March 31, 2006, the Company granted stock options with exercise prices as follows:

Grants Made During the Three Months Ended	Number of option shares granted	Weighted-average exercise price	Weighted-average fair value per share
June 30, 2005	44,362	$ 11.11	$ 11.11
September 30, 2005	15,927	11.30	11.30
December 31, 2005	226,957	11.78	11.78
March 31, 2006	2,756	11.84	11.84
Total	290,002		

In connection with the preparation of the financial statements for the year ended December 31, 2005 and in preparing for its initial public offering of its common stock, the Company reassessed the valuations of its common stock issued during the two years and three months ended March 31, 2006 based on the provisions of the AICPA's Practice Aid Valuation of Privately-Held-Company Equity Securities Issued as Compensation (TPA). In conducting this assessment, the Company took into consideration the market and income approaches to valuation as set forth in the TPA. The Company believes that the valuation methodologies that it used prior to this public offering are consistent with the TPA. Based on the foregoing analysis, the Company concluded that for all options granted prior to March 31, 2006 in no case did the fair value of common stock exceed the exercise price for these options at the time of grant.

10. Profit-Sharing Plan

The Company sponsors a 401(k) profit-sharing plan (the Plan) covering substantially all employees at least 21 years of age and having completed six months of service. Subject to statutory limitations, the Plan permits participants to make contributions up to 75% of their gross salary, and requires the employer to match 50% of the employee's contributions, up to 2% (3% as of January 1, 2006) of the employee's gross pay. Participants become fully vested in the Company's matching contribution in their sixth year of service with the Company. The Company's contributions amounted to approximately $63,000, $87,000 and $0.1 million for the years ended December 31, 2003, 2004 and 2005, respectively.

11. Restructuring Charges

The Company initiated a plan to close its French subsidiary in 2003, and as a result, incurred severance and other costs. These costs amounted to $0.7 million in 2003, $0.4 million in 2004 and $0.1 million in 2005. No further costs are expected to be incurred with respect to this exit-activity cost.

LeMaitre Vascular, Inc.

Notes to Consolidated Financial Statements—(continued)

The Company initiated a plan to close its Florida manufacturing operations in 2005, and as a result, incurred severance, lease termination and other costs. These costs amounted to $0.8 million in 2005. No further costs are expected to be incurred with respect to this exit-activity cost.

The Company initiated a plan to close its UK manufacturing operations in 2005, and as a result, incurred severance, lease termination and other costs. These costs amounted to $0.1 million in 2005. Costs incurred in 2006 with respect to these activities are expected to be less than $0.1 million.

The components of the restructuring costs are as follows:

	Year ended December 31,		
	2003	2004	2005
	(in thousands)		
Severance	$ 389	$ 435	$ 323
Lease termination costs	344	—	546
Other	—	—	129
Total	$ 733	$ 435	$ 998

The Company estimates additional exit activity costs should approximate $0.1 million.

Activity related to restructuring costs is as follows:

	Year ended December 31,		
	2003	2004	2005
	(in thousands)		
Balance at beginning of year	$ 237	$ 484	$ 79
Plus:			
Current year restructuring costs	733	435	998
Less:			
Payments for termination of contractual obligations	120	121	537
Write-off of property and equipment	91	—	—
Payment of employee severance costs	262	719	111
Other	13	—	212
Total	$ 484	$ 79	$ 217

12. Segment and Enterprise Wide Disclosures

SFAS No. 131, *Disclosures about Segments of an Enterprise and Related Information* , establishes standards for reporting information regarding operating segments in annual financial statements. Operating segments are identified as components of an enterprise about which separate, discrete financial information is available for evaluation by the chief operating decision-maker in making decisions on how to allocate resources and assess performance. The Company views its operations and manages its business as one operating segment. No discrete operating information other than product sales is prepared by the Company, except by geographic location, for local reporting purposes. All revenues were generated in the United States, Europe and Japan, and substantially all assets are located in the United States.

LeMaitre Vascular, Inc.

Notes to Consolidated Financial Statements—(continued)

The Company sells products in three product categories, Endovascular & Dialysis Access, Vascular and General Surgery, and also derives a limited amount of revenue from manufacturing devices under private label arrangements. Revenues for the years ended December 31, 2003, 2004 and 2005 and for the three months ended March 31, 2005 and 2006 in these product categories were as follows:

	Year ended December 31,			Three months ended March 31,	
	2003	2004	2005	2005	2006
			(in thousands)	(unaudited)	
Endovascular & Dialysis Access	$ 1,564	$ 3,340	$ 6,774	$1,294	$2,326
Vascular	15,168	18,233	19,654	5,105	5,276
General Surgery	3,286	3,682	3,600	900	969
Branded product sales	20,018	25,255	30,028	7,299	8,571
Private Label	646	928	699	202	—
Total	$20,664	$26,183	$30,727	$ 7,501	$ 8,571

Net sales to unaffiliated customers by geographic area are as follows:

	Year ended December 31,			Three months ended March 31,	
	2003	2004	2005	2005	2006
			(in thousands)	(unaudited)	
United States and Canada	$14,093	$17,689	$ 20,056	$4,886	$5,523
Rest of world (principally Europe)	6,571	8,494	10,671	2,615	3,048
	$20,664	$26,183	$30,727	$ 7,501	$8,571

The Company's total assets are held in the following geographic areas as follows:

	As of December 31,		As of March 31,
	2004	2005	2006
		(in thousands)	(unaudited)
United States and Canada	$16,098	$ 20,565	$ 21,611
Rest of world (principally Europe)	4,403	4,343	4,850
	$ 20,501	$24,908	$ 26,461

LeMaitre Vascular, Inc.

Notes to Consolidated Financial Statements—(continued)

13. Allowance for Doubtful Accounts

Below is a summary of the changes in the Company's allowance for doubtful accounts for the years ended December 31, 2003, 2004 and 2005.

	Balance at beginning of period	Expense (Recoveries)	Write-offs	Balance at end of period
2003	$ 87,000	$ 57,000	$(26,000)	$ 118,000
2004	118,000	(1,000)	28,000	145,000
2005	145,000	16,000	(41,000)	120,000

14. Accrued Expenses

Accrued expenses consist of the following:

	As of December 31,	
	2004	2005
	(in thousands)	
Compensation	$1,419	$1,781
Business acquisition related payments	208	400
Income and other taxes	28	311
Professional fees	295	212
Other	642	894
	$2,592	$3,598

15. Related-Party Transactions

The Company leased its St. Petersburg, Florida manufacturing facility from a related party who owned approximately 0.5% of the Company's common stock and who also acted as a consultant to the Company. The rents paid to this landlord amounted to $0.3 million in each of 2003, 2004 and 2005. On November 15, 2005, the Company entered into a lease termination agreement with the related party to terminate this lease for $0.5 million. In addition, the Company agreed to purchase 47,279 shares of the related party's common stock at $11.30 per share, the then fair market value of the Company's common stock, totaling approximately $0.6 million. During 2003 and 2004, consulting fees of $16,000 and $8,000, respectively, were paid to this related party. No consulting fees were paid in 2005.

In addition, several of the Company's European sales distributors own shares of the Company's common stock. No single distributor owned more than 2% of the Company's common stock during the three-year period ended December 31, 2005. Total sales, valued at amounts intended to be arms-length, to these distributors amounted to $1.8 million in 2003, $2.0 million in 2004 and $3.1 million in 2005 or approximately 8.5%, 7.5% and 10.1%, of the Company's consolidated sales, respectively. Amounts due from these distributors totaled $0.4 million and $0.5 million as of December 31, 2004 and 2005, respectively, or 10.9% and 13.0% of the Company's consolidated accounts receivable, respectively.

16. Quarterly Financial Data (unaudited)

Fiscal Year 2004	Three months ended March 31, 2004	June 30, 2004	September 30, 2004	December 31, 2004
	(in thousands)			
Total revenue	$ 6,270	$6,657	$ 6,355	$ 6,901
Gross profit	4,403	4,673	4,449	4,878
Income from operations	437	394	108	218
Net income	$ 434	$ 334	$ 112	$ 47
Net income available to common stockholders:				
Basic	$ 0.05	$ 0.04	$ 0.01	$ 0.01
Diluted	$ 0.05	$ 0.04	$ 0.01	$ —

Fiscal Year 2005	Three months ended March 31, 2005	June 30, 2005	September 30, 2005	December 31, 2005
	(in thousands)			
Total revenue	$ 7,501	$7,529	$ 7,820	$ 7,877
Gross profit	5,440	5,372	5,532	5,456
Income (loss) from operations	432	(166)	(400)	556
Net income (loss)	$ 51	$ 5	$ (42)	$ 41
Net income (loss) available to common stockholders:				
Basic	$ 0.01	$ —	$ (0.01)	$ —
Diluted	$ 0.01	$ —	$ (0.01)	$ —

17. Subsequent Events (unaudited)

The Company initiated a plan on April 20, 2006 to relocate its manufacturing operations in Phoenix, Arizona, where it currently produces its EndoFit Aortic Stent Graft product line, to its Burlington, Massachusetts manufacturing facility. We expect to complete this transition in 2006.

On April 25, 2006, the Company filed with the Securities and Exchange Commission a registration statement on Form S-1 (File No. 333-133532) regarding the sale of shares of the Company's common stock.

On May 20, 2006, the Company entered into an amended and restated $5.5 million revolving line of credit with Brown Brothers. This credit facility includes customary financial covenants, and borrowings under the loan accrue interest of the bank's prime rate. The revolving credit facility expires on February 6, 2008 and must be repaid on this date.

REPORT OF INDEPENDENT AUDITORS

The Board of Directors and Stockholders of LeMaitre Vascular, Inc.

We have audited the accompanying statements of operations and cash flows of Endomed, Inc. (the "Company") for the year ended December 31, 2004 and the period from January 1, 2005 to February 2, 2005. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. We were not engaged to perform an audit of the Company's internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the statements of operations and cash flows of the Company present fairly, in all material respects, the results of the Company's operations and its cash flows for the year ended December 31, 2004, and the period from January 1, 2005 to February 2, 2005, in conformity with accounting principles generally accepted in the United States.

/s/ Ernst & Young LLP

Boston, Massachusetts
May 26, 2006

Endomed, Inc.

Statements of Operations
February 2, 2005

	Year ended December 31, 2004	Period from January 1, 2005 to February 2, 2005
	(in thousands)	
Net sales	$ 1,932	$ 166
Cost of sales	1,439	123
Gross profit	493	43
Sales and marketing, general and administrative	1,211	132
Research and development	1,059	23
	2,270	155
Loss from operations	(1,777)	(112)
Other expense:		
Interest expense	(388)	(32)
Other expense	(3)	(2)
Net loss	$ (2,168)	$ (146)

See accompanying notes.

Endomed, Inc.

Statements of Cash Flows
February 2, 2005

	Year ended December 31, 2004	Period from January 1, 2005 to February 2, 2005
	(in thousands)	
Operating activities		
Net loss	$ (2,168)	$ (146)
Adjustments to reconcile net loss to net cash (used in) provided by operating activities:		
Depreciation and amortization	105	9
Changes in operating assets and liabilities:		
Accounts receivable	(59)	(75)
Inventory	46	76
Prepaid expenses and other assets	(31)	(6)
Accounts payable and other liabilities	695	(79)
Net cash used in operating activities	(1,412)	(221)
Investing activities		
Purchase of property and equipment	25	—
Net cash used in investing activities	25	—
Financing activities		
Proceeds from advance from LeMaitre Vascular	250	—
Proceeds from short-term debt	510	—
Proceeds from note payable to shareholder	200	—
Principal payments on capital lease obligations	(23)	(21)
Net cash provided by (used in) financing activities	937	(21)
Net decrease in cash	(450)	(242)
Cash at beginning of period	744	294
Cash at end of period	$ 294	$ 52

See accompanying notes.

Endomed, Inc.

Notes to Financial Statements

1. Significant Accounting Policies and Related Matters

Description of Business

Endomed, Inc. (the "Company") develops, manufactures and markets stent grafts used in endovascular surgery for the treatment of aortic aneurysms and dissections. The Company sells directly to hospitals and distributors in the United States and to distributors outside the United States.

Acquisition of Endomed by LeMaitre Vascular, Inc

On February 2, 2005, LeMaitre Vascular, Inc. ("LeMaitre Vascular") and the Company entered into a purchase and sale agreement for the purchase of the operating assets and assumption of certain liabilities of the Company by LeMaitre Vascular. The accompanying statements of operations and cash flows are those of the Company.

Foreign Currency

Foreign exchange transaction gains (losses) are included in other income (expense) in the accompanying statements of operations.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities, at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue Recognition

The Company's revenue is derived from the sale of disposable products used in connection with endovascular surgery. The Company sells directly to hospitals and to distributors and also enters into consigned inventory arrangements with distributors, as described below.

The Company recognizes revenue in accordance with SEC Staff Accounting Bulletin, (SAB) No. 104, *Revenue Recognition*. SAB No. 104 requires that four basic criteria must be met before revenue can be recognized: (1) persuasive evidence of an arrangement exists; (2) delivery has occurred or services have been rendered; (3) the fee is fixed or determinable; and (4) collectibility is reasonably assured. The Company generally uses customer purchase orders to determine the existence of an arrangement and uses shipping documents and third party proof of delivery to verify that title has transferred. The Company assesses whether the fee is fixed or determinable based on the terms of the agreement associated with the transaction. In order to determine whether collection is probable, the Company assesses creditworthiness of the customer. If the Company determines that collection is not reasonably assured, it defers the recognition of revenue until collection becomes reasonably assured, which is generally upon receipt of payment.

Based on these policies, the Company recognizes revenue, net of allowances for returns and discounts, as products are shipped, based on shipping point terms, at which time, title passes to customers. Customers returning products, subject to prior authorization, are entitled to credit based on

the condition and timing of the return. The Company accounts for these returns, which are not material, in accordance with SFAS No. 48 *Revenue Recognition When Right of Return Exists* . Inventory shipped on consignment to distributors is recognized as revenue in the period when the Company is notified that consigned products have been purchased by end users.

Research and Development Costs

Research and development costs are expensed as incurred. Royalties for the license of technology is included in research and development costs, which amounted to $0.2 million in 2004 and $20,902 for the period from January 1, 2005 to February 2, 2005.

Shipping and Handling Costs

Shipping and handling fees are generally not reimbursed by customers. If so, the fees are recorded as revenues, with the corresponding expense recorded in cost of sales. Shipping and handling costs in the amount of $36,381 in 2004 and $5,201 in 2005 are included in cost of sales.

Cash and Cash Equivalents

The Company considers all highly liquid investments that are readily convertible to cash and that have original maturity dates of three months or less to be cash equivalents.

Inventory

Inventory consists of finished products, partly held as consignment inventory, work-in-process and raw materials, and is stated at the lower of cost or market value. Cost is determined using the first-in, first-out (FIFO) method.

Property and Equipment

Property and equipment are recorded at cost. Depreciation is provided over the estimated useful lives of the related assets using straight-line and accelerated methods as follows:

Description	Useful Life
Computers and equipment	3–5 years
Machinery and equipment	5–7 years
Furniture and fixtures	5–7 years
Leasehold improvements	The shorter of its useful life or lease term

Impairment of Long-Lived Assets

The Company reviews the carrying value of its long-lived assets (primarily machinery and equipment) to assess the recoverability of these assets when indicators of impairment occur. The Company records impairment losses on long-lived assets used in operations when events and circumstances indicate that the assets might be impaired and the undiscounted cash flows estimated to be generated by those assets are less than the carrying amount of those assets. Impairment is measured based on the fair market value of the affected asset using discounted cash flows.

Endomed, Inc.

Notes to Financial Statements—Continued

Concentrations of Credit Risk

The Company's financial instruments that are exposed to concentrations of credit risk consist primarily of cash, cash equivalents and trade accounts receivable. Cash equivalents represent highly liquid investments with maturities of three months or less at the date of purchase. Credit risk related to cash and cash equivalents are limited based on the creditworthiness of the financial institutions in which these funds are held.

The Company's accounts receivable are with customers based in the United States and internationally. The allowance for doubtful accounts is the Company's best estimate of the amount of probable credit losses in the Company's existing accounts receivable. Provisions for allowance for doubtful accounts are recorded in general and administrative expenses.

Commitments and Contingencies

In the normal course of business, the Company is subject to litigation, claims and assessments. During the year ended December 31, 2004, and the period from January 1, 2005 to February 2, 2005, the Company was not subject to any litigation, claims and assessments that materially affected the Company's financial statements.

Income Taxes

The Company accounts for income taxes in accordance with Statement of Financial Accounting Standards (SFAS) No. 109, *Accounting for Income Taxes*. Deferred income taxes are recognized for temporary differences between financial statement and income tax bases of assets and liabilities for which income tax benefits and obligations will be realized in future years. A valuation allowance is established for deferred tax assets if recoverability is uncertain on a more likely than not basis.

Endomed, Inc.

Notes to Financial Statements—(continued)

3. Depreciation

Depreciation expense amounted to approximately $0.1 million for the year ended December 31, 2004 and $8,957 for the period from January 1, 2005 to February 2, 2005.

4. Leases

The Company conducts certain of its operations in a leased facility, which is accounted for as an operating lease. In addition, the Company leases certain of its capital equipment under both operating and capital leases. Capital lease asset amortization is included in depreciation and amortization.

At February 2, 2005, the minimum rental commitments under all non cancelable capital and operating leases with initial or remaining terms of more than one year, for each of the following fiscal years, are as follows:

	Capital Leases	Operating Leases
	(in thousands)	
2005	$ 50	$ 161
2006	55	115
2007	14	4
2008	—	3
2009	—	3
	119	$ 286
Less amount representing interest	17	
Present value of net minimum lease payments	102	
Less current portion of obligation under capital leases	(46)	
Long-term obligation under capital leases	$ 56	

Rent expense amounted to $0.2 million for the year ended December 31, 2004 and $20,822 for the period January 1, 2005 to February 2, 2005.

Endomed, Inc.

Notes to Financial Statements—(continued)

5. Income Taxes

The Company has not provided for income taxes in 2004 and 2005 based on the Company's operating losses for which no benefit is recognizable due to the uncertainty of recovery.

The Company has incurred net operating losses (NOLs) of approximately $7.4 million since inception, which have been fully reserved due to uncertainty of realization. The acquisition of the Company by LeMaitre Vascular was transacted as an asset purchase and, accordingly, the NOLs were not acquired by LeMaitre Vascular.

6. Related-Party Transactions

The former principal stockholder of the Company is also the co-founder, medical director and chief of surgery of a major hospital which is a major customer of the Company. This individual also holds an ownership interest in this hospital customer. Pursuant to an investigational device exemption, the Company had sales to this hospital customer of $0.3 million during 2004 and $31,100 during the period from January 1, 2005 to February 2, 2005.

A former stockholder of the Company sublicenses a patent to the Company and the Company pays a royalty pursuant to the sublicense. During 2004, the Company recognized royalty expense of $0.2 million to this minority owner. During the period from January 1, 2005 to February 2, 2005, the Company recognized royalty expense of $20,902 to this minority owner.

A former stockholder of the Company is the owner of a distributor, which distributes the Company's products in Italy. During 2004, the Company recognized sales of $0.4 million to this distributor. During the period January 1, 2005 to February 2, 2005, the Company recognized sales of $40,650 to this distributor.

LeMaitre Vascular, which acquired substantially all of the Company's assets on February 2, 2005, is the holder of notes payable by the Company in the original principal amount of $0.3 million. During the period ended February 2, 2005, $2,083 of interest accrued on such loan.

During 2004, the former principal stockholder of the Company loaned it $0.2 million which amount was used to provide working capital and fund operations of the business. In connection with the acquisition of the operating assets and liabilities of the Company by LeMaitre Vascular, the loan from the principal stockholder to the Company was not assumed by LeMaitre Vascular.

7. Financing Arrangements

The notes payable to LeMaitre Vascular earn interest at the rate of 10% per annum and were due the earlier of March 29, 2005 or the closing date of the acquisition of the Company. Notes payable to shareholders earn interest on a variable interest basis and have no stated maturity. Other loans earn interest at 5.57% per annum and are due on July 22, 2005.

8. Major Customers

During the year ended December 31, 2004, the Company recorded sales to two distributors and a related-party customer disclosed in Note 6. These sales represented 24%, 19% and 16% of sales, respectively.

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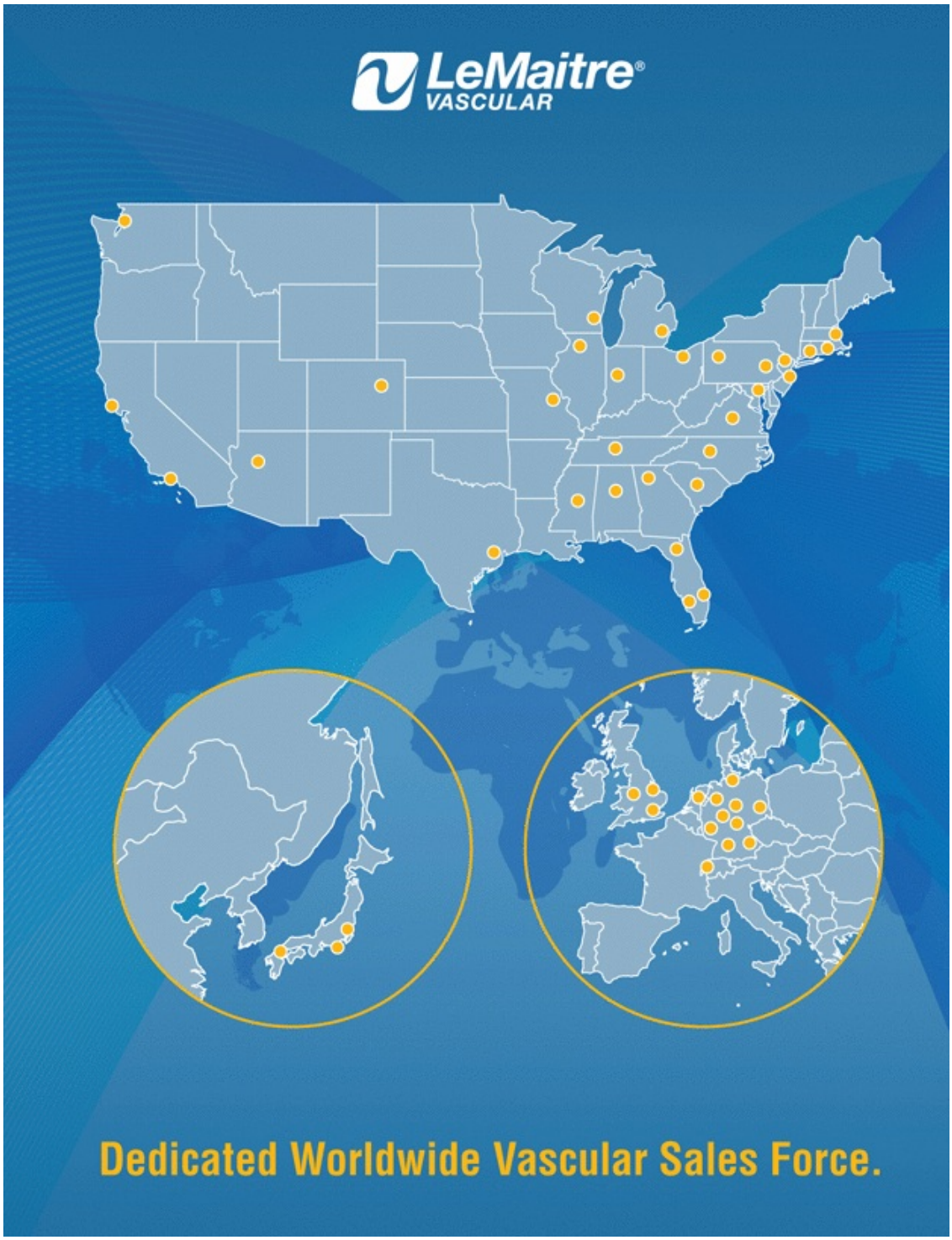

No dealer, salesperson or other person is authorized to give any information or to represent anything not contained in this prospectus. You must not rely on any unauthorized information or representations. This prospectus is an offer to sell only the shares offered hereby, but only under circumstances and in jurisdictions where it is lawful to do so. The information contained in this prospectus is current only as of its date.

TABLE OF CONTENTS

Through and including , 2006 (the 25th day after the date of this prospectus), all dealers effecting transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to a dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to an unsold allotment or subscription.

Shares

LeMaitre Vascular, Inc.

Common Stock

Goldman, Sachs & Co.

CIBC World Markets

Cowen and Company

JMP Securities

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

Set forth is an estimate (except for the SEC registration fee and NASD filing fee) of the fees and expenses, other than underwriting discounts and commissions, payable by us in connection with the sale of common stock being registered.

Nature of Expense	Amount
SEC Registration Fee	$ 7,383
NASD Filing Fee	7,400
Nasdaq Listing Application Fee	100,000
Blue Sky Qualification Fees and Expenses	5,000
Printing and Engraving Expenses	150,000
Legal Fees and Expenses	975,000
Accounting Fees and Expenses	800,000
Transfer Agent and Registrar Fees	5,000
Miscellaneous	50,217
Total	$ 2,100,000

Item 14. Indemnification of Directors and Officers.

Section 145(a) of the Delaware General Corporation Law provides, in general, that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation), because he or she is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

Section 145(b) of the Delaware General Corporation Law provides, in general, that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor because the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification shall be made with respect to any claim, issue or matter as to which he or she shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or other adjudicating court determines that, despite the adjudication of liability but in view of all of the circumstances of the case, he or she is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or other adjudicating court shall deem proper.

Section 145(g) of the Delaware General Corporation Law provides, in general, that a corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify the person against such liability under Section 145 of the Delaware General Corporation Law.

Article VII of our restated certificate of incorporation (the "Charter"), provides that no director of our company shall be personally liable to us or our stockholders for monetary damages for any breach of fiduciary duty as a director, except for liability (1) for any breach of the director's duty of loyalty to us or our stockholders, (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) in respect of unlawful dividend payments or stock redemptions or repurchases, or (4) for any transaction from which the director derived an improper personal benefit. In addition, our Charter provides that if the Delaware General Corporation Law is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of our company shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

Article VII of the Charter further provides that any repeal or modification of such article by our stockholders or an amendment to the Delaware General Corporation Law will not adversely affect any right or protection existing at the time of such repeal or modification with respect to any acts or omissions occurring before such repeal or modification of a director serving at the time of such repeal or modification.

Article V of our restated by-laws (the "By-Laws"), provides that we will indemnify each of our directors and officers and, in the discretion of our board of directors, certain employees, to the fullest extent permitted by the Delaware General Corporation Law as the same may be amended (except that in the case of an amendment, only to the extent that the amendment permits us to provide broader indemnification rights than the Delaware General Corporation Law permitted us to provide prior to such the amendment) against any and all expenses, judgments, penalties, fines and amounts reasonably paid in settlement that are incurred by the director, officer or such employee or on the director's, officer's or employee's behalf in connection with any threatened, pending or completed proceeding or any claim, issue or matter therein, to which he or she is or is threatened to be made a party because he or she is or was serving as a director, officer or employee of our company, or at our request as a director, partner, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of our company and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful. Article V of the By-Laws further provides for the advancement of expenses to each of our directors and, in the discretion of the board of directors, to certain officers and employees.

In addition, Article V of the By-Laws provides that the right of each of our directors and officers to indemnification and advancement of expenses shall be a contract right and shall not be exclusive of any other right now possessed or hereafter acquired under any statute, provision of the Charter or By-Laws, agreement, vote of stockholders or otherwise. Furthermore, Article V of the By-Laws authorizes us to provide insurance for our directors, officers and employees, against any liability, whether or not we would have the power to indemnify such person against such liability under the Delaware General Corporation Law or the provisions of Article V of the By-Laws.

In connection with the sale of common stock being registered hereby, we intend to enter into indemnification agreements with each of our directors and our executive officers. These agreements will provide that we will indemnify each of our directors and such officers to the fullest extent permitted by law and the Charter and By-Laws.

We also maintain a general liability insurance policy which covers certain liabilities of directors and officers of our company arising out of claims based on acts or omissions in their capacities as directors or officers.

In any underwriting agreement we enter into in connection with the sale of common stock being registered hereby, the underwriters will agree to indemnify, under certain conditions, us, our directors, our officers and persons who control us within the meaning of the Securities Act, against certain liabilities.

Item 15. Recent Sales of Unregistered Securities.

In the three years preceding the filing of this registration statement, we have issued the following securities that were not registered under the Securities Act:

Issuances of Capital Stock in Financing Rounds.

In March 2004, we issued and sold an aggregate of 229,095 shares of our common stock to 78 investors for an aggregate purchase price of $1,999,999.35.

In August 2005, we issued and sold an aggregate of 265,451 shares of our common stock to 61 investors for an aggregate purchase price of $2,999,956.30.

No underwriters were used in the foregoing transactions. All sales of securities described above were made in reliance upon the exemption from registration provided by Section 4(2) of the Securities Act (and/or Regulation D promulgated thereunder) for transactions by an issuer not involving a public offering or pursuant to Regulation S promulgated under the Securities Act for transactions by an issuer that occur outside the United States. All of the purchasers in these transactions represented to us in connection with their purchase that they were accredited investors or not U.S. persons, as applicable, and were acquiring the shares for investment and not distribution, that they could bear the risks of the investment and could hold the securities for an indefinite period of time. Such purchasers received written disclosures that the securities had not been registered under the Securities Act and that any resale must be made pursuant to a registration or an available exemption from such registration. All of the foregoing securities are deemed restricted securities for the purposes of the Securities Act.

Issuances of Capital Stock in Connection with Acquisitions.

In connection with our acquisitions of the AnastoClip Vessel Closure System and related operations from Tyco Healthcare, we issued 11,455 shares of our common stock in April 2004 and 9,567 shares of our common stock in February 2005 to certain licensors party to a license agreement assigned to LeMaitre Vascular.

In connection with the acquisition of the EndoFit product line and related operations in February 2005, we issued an aggregate of 191,297 shares of our common stock to two stockholders of Endomed, Inc.

In connection with the acquisition of the Expedial product line and related operations through our Credent acquisition, we issued 52,083 shares of our common stock in April 2003 and 22,909 shares of our common stock in June 2004 to Credent Limited.

No underwriters were used in the foregoing transactions. All sales of securities described above were made in reliance upon the exemption from registration provided by Section 4(2) of the Securities Act (and/or Regulation D promulgated thereunder) for transactions by an issuer not involving a public offering or pursuant to Regulation S promulgated under the Securities Act for transactions by an issuer that occur outside the United States. All of the purchasers in these transactions represented to us in connection with their purchase that they were accredited investors or not U.S. persons, as applicable, and were acquiring the shares for investment and not distribution, that they could bear the risks of the investment and could hold the securities for an indefinite period of time. Such purchasers received written disclosures that the securities had not been registered under the Securities Act and that any resale must be made pursuant to a registration or an available exemption from such registration. All of the foregoing securities are deemed restricted securities for the purposes of the Securities Act.

Grants and Exercises of Stock Options.

Since April 1, 2003, we have granted stock options to purchase shares of common stock with exercise prices ranging from $ to $ per share, to employees, directors and consultants pursuant to our stock option plans. Of these options, have been exercised for an aggregate consideration of $ as of , 2006. The issuance of common stock upon exercise of the options was exempt either pursuant to Rule 701, as a transaction pursuant to a compensatory benefit plan, or pursuant to Section 4(2), as a transaction by an issuer not involving a public offering. The common stock issued upon exercise of options are deemed restricted securities for the purposes of the Securities Act.

Issuances of Capital Stock to Consultants.

From August 2003 through April 2006, we issued 8,220 shares of our common stock to two consultants in consideration of their services to us. The issuance of these shares was exempt either pursuant to Rule 701, as a transaction pursuant to a compensatory benefit plan, or pursuant to Section 4(2), as a transaction by an issuer not involving a public offering. The common stock issued upon exercise of options are deemed restricted securities for the purposes of the Securities Act.

Item 16. Exhibits and Financial Statement Schedules.

Exhibits

The following is a list of all the exhibits filed as part of the Registration Statement.

EXHIBIT INDEX

Number	Description
1.1*	Form of Underwriting Agreement
2.1**	Asset Purchase Agreement by and between LeMaitre Acquisition, LLC and Endomed, Inc. dated February 2, 2005
2.2**	Shareholder Debt Transfer Agreement by and between LeMaitre Acquisition, LLC and the shareholders of Endomed, Inc. named therein dated February 2, 2005
3.1**	Amended and Restated By-laws of the Registrant
3.2**	Form of Amended and Restated Certificate of Incorporation of the Registrant
3.3**	Form of Second Amended and Restated Certificate of Incorporation of the Registrant (to be effective upon completion of the offering)
4.1	Specimen Certificate evidencing shares of common stock

Number	Description
5.1*	Opinion of Goodwin Procter LLP
10.1**	Northwest Park Lease dated March 31, 2003 by and between the Registrant and Roger P. Nordblom and Peter C. Nordblom, as Trustees of Northwest Associates, as amended
10.2**	Registration Rights Agreement dated June 17, 1998 by and between the Registrant and Housatonic Equity Investors, L.P.
10.3#	Patent Sublicense Agreement dated March 7, 2003 by and between IMPRA, Inc. and Endomed, Inc.
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10.5#	License Agreement dated February 11, 1992 by and between United States Surgical Corporation and Spinnaker R&D Associates, as amended
10.6#**	Side Letter Agreement dated January 30, 2004 by and between the Registrant and Spinnaker R&D Associates
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10.24	Employment Agreement dated June 20, 2006 by and between the Registrant and David Roberts

Number	Description
21.1**	Subsidiaries of LeMaitre Vascular, Inc.
23.1	Consent of Ernst & Young LLP
23.2	Consent of Ernst & Young LLP
23.3*	Consent of Goodwin Procter LLP (included in Exhibit 5.1)
24.1**	Power of Attorney (see page II-6)

* To be filed by amendment.
** Previously filed.
† Indicates a management contract or any compensatory plan, contract or arrangement.
# Confidential treatment requested for portions of this document.

Item 17. Undertakings

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

The undersigned hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act of 1933 shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) For the purpose of determining liability under the Securities Act to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. *Provided, however*, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(4) In a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has duly caused this Amendment No. 3 to Registration Statement on Form S-1 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Boston, the Commonwealth of Massachusetts, on the 22nd day of June, 2006.

LEMAITRE VASCULAR, INC.

By: /s/ GEORGE W. LEMAITRE
Name: **George W. LeMaitre**
Title: **Chairman, Chief Executive Officer and President**

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and Power of Attorney has been signed by the following person in the capacities and on the date indicated.

Signature	Title	Date
/s/ GEORGE W. LEMAITRE **George W. LeMaitre**	Chairman, Chief Executive Officer and President and Director (Principal Executive Officer)	June 22, 2006
/s/ DAVID B. ROBERTS **David B. Roberts**	Executive Vice President, Chief Financial Officer and Director (Principal Financial Officer and Principal Accounting Officer)	June 22, 2006
* **George D. LeMaitre**	Director	June 22, 2006
* **Cornelia W. LeMaitre**	Director	June 22, 2006
* **Lawrence J. Jasinski**	Director	June 22, 2006

Signature	Title	Date
*	Director	June 22, 2006
Michael C. Jackson		
*	Director	June 22, 2006
David N. Gill		
*	Director	June 22, 2006
Duane M. DeSisto		
*	Director	June 22, 2006
Guido J. Neels		

*By: /s/ GEORGE W. LEMAITRE

GEORGE W. LEMAITRE
Attorney-in-fact

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* To be filed by amendment.
** Previously filed.
† Indicates a management contract or any compensatory plan, contract or arrangement.
# Confidential treatment requested for portions of this document.

Exhibit 4.1

NUMBER
L

[LEMAITRE VASCULAR LOGO]

SHARES

LEMAITRE VASCULAR, INC.

INCORPORATED UNDER THE LAWS
OF THE STATE OF DELAWARE

SEE REVERSE FOR CERTAIN DEFINITIONS
CUSIP 525558 20 1

THIS CERTIFIES THAT

is the owner of

FULLY PAID AND NON-ASSESSABLE SHARES OF COMMON STOCK, PAR VALUE $0.01 PER SHARE, OF LEMAITRE VASCULAR, INC.

transferable on the books of the Corporation by the holder hereof in person or by duly authorized attorney upon surrender of this certificate properly endorsed. This certificate is not valid unless countersigned by the Transfer Agent and registered by the Registrar.

WITNESS the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.

Dated:

/s/ David B. Roberts
Chief Financial Officer and Treasurer

[LEMAITRE VASCULAR, INC. SEAL]

/s/ George W. LeMaitre
Chief Executive Officer and President

COUNTERSIGNED AND REGISTERED:
MELLON INVESTOR SERVICES LLC
TRANSFER AGENT AND REGISTRAR

BY: /s/ illegible

AUTHORIZED OFFICER

The Corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences, and relative, participating, optional, or other special rights of each class of stock or series thereof and the qualifications, limitations, or restrictions of such preferences and/or rights.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -	as tenants in common	UNIF GIFT MIN ACT -	_____ Custodian _____
TEN ENT -	as tenants by entireties		(Cust) (Minor)
JT TEN -	as joint tenants with right of survivorship and not as tenants in common		under Uniform Gifts to Minors Act _____ (State)

Additional Abbreviations may also be used though not in the above list.

For value received, the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE
[ ]

_____

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE, OF ASSIGNEE)

_____

_____ shares

of the capital stock represented by the within Certificate, and does hereby irrevocably constitute and appoint

_____ Attorney

to transfer the said stock on the books of the within named Corporation with full power of substitution in the premises.

Dated _____

_____

NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.

Signature(s) Guaranteed:

_____

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C. RULE 17Ad-15.

Exhibit 10.3

[CONFIDENTIAL TREATMENT REQUESTED] /*/ INDICATES MATERIAL THAT HAS BEEN OMITTED AND FOR WHICH CONFIDENTIAL TREATMENT HAS BEEN REQUESTED. ALL SUCH OMITTED MATERIAL HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 406 PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED.

PATENT SUBLICENSE AGREEMENT,

This Agreement, by and between IMPRA, Inc., an Arizona corporation (hereinafter called LICENSOR), and Endomed, Inc., also an Arizona corporation (hereinafter called LICENSEE), effective as of Match 7, 2003,

WITNESSETH THAT:

WHEREAS, LICENSOR holds certain license rights under United States Patent No. 6,436,135, including the right to grant sublicenses; and

WHEREAS, LICENSEE desires to acquire a nonexclusive sublicense under said Patent;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained. LICENSOR and LICENSEE agree as follows:

Section 1. Definitions.

1.1. “Sublicensed Patent” shall mean United States Patent No. 6,436,135 issued to David Goldfarb, MD. on August 20, 2002, and any reissues and/or any reexaminations thereof.

1.2. “Licensed Products” shall mean products (i) that LICENSEE makes, has made, uses, imports, sells, leases, or offers for sale, (ii) that are covered by a Valid Claim of the Sublicensed Patent, and (iii) that are within the Field of Use.

1.3. “End User(s)” shall mean the hospital or other entity or person that purchases a Licensed Product for intended use in a human patient.

1.4. “Distributor(s)” shall mean any entity or other person, other than an Affiliate of Licensee, which purchases finished Licensed Products from LICENSEE or an Affiliate of LICENSEE solely for the purpose of resale to an End User without any addition, modification or alteration to the Licensed Product or its packaging.

1.5. “OEM Customer(s)” shall mean (i) any entity or other person which purchases or otherwise obtains from LICENSEE or an Affiliate of LICENSEE a product or product component for the purpose of adding to, modifying, altering, or finishing such product or its packaging, or combining it with other products, prior to sale thereof by said OEM Customer, or (ii) any entity or other person which purchases or otherwise obtains from LICENSEE or an Affiliate of LICENSEE a product made to specifications that are particular to that entity or person.

1.6. “Field of Use” shall mean the field of endovascular products: i.e., medical products that are placed within the arteries or veins of the human body. The Field of Use expressly excludes any surgical prosthetic device intended in whole or in part to replace any portion of any artery, vein or other vessel or conduit within the human body, including but not limited to bypass grafts, dialysis grafts, aortic grafts or thoracic grafts.

1.7. “Net Annual Sales” shall mean the total of Net Annual Domestic Sales and Net Annual Foreign Sales as hereinafter defined.

1.7.1 Except as provided in section 1.7.3, “Net Annual Domestic Sales” shall mean the total of:

(i) the total gross invoiced price of all Licensed Products sold or otherwise transferred by LICENSEE or any Affiliate of LICENSEE to an End User in the United States during a specific calendar year, less (a) any discounts or rebates actually allowed and taken, (b) any separately stated taxes, freight, insurance, customs duties or other similar charges, and (c) any credits actually issued for rejected or returned products; and

(ii) in the case of all Licensed Products that are sold to a Distributor located in the United States or to any Distributor located outside the United States who resells Licensed Products to any End Users in the United States, the Distributor’s total gross invoiced price to its End User customers for such Licensed Products, less (a) any discounts or rebates actually allowed and taken, (b) any separately stated taxes, freight, insurance, customs duties or other similar charges, and (c) any credits actually issued for rejected or returned products.

1.7.1.2 If any Licensed Products are sold or otherwise transferred by LICENSEE, any Affiliate of Licensee or a Distributor to End Users as part of a kit or other assemblage of products, then in such cases “Net Annual Domestic Sales” shall be calculated on the basis of the total gross invoiced price to the End User for such kits or other product assemblage.

1.7.1.3 In the event that Licensed Products are transferred by LICENSEE, any Affiliate of LICENSEE, or a Distributor to an End User other than by an outright sale requiring full payment within thirty (30) days of shipment, and under circumstances other than those listed in section 1.7.3, said Licensed Products shall be deemed to have been “sold” at the transferor’s then-current list price for sale of such products to End Users.

1.7.1.4 “Net Annual Domestic Sales” shall exclude (a) the gross invoiced price of Licensed Products supplied by LICENSEE exclusively for use in clinical trials being conducted in the United States pursuant to an approved investigational device exemption (IDE) for the purpose of obtaining U.S. Food & Drug Administration approval for the sale of such Licensed Products for particular indications, and (b) any Licensed Products supplied free of charge solely to comply with LICENSEE’s warranty obligations.

1.7.1.5 In the event that any Licensed Products (or kits or other product assemblages including Licensed Products) (hereinafter “royalty-bearing products”) are

sold or otherwise transferred as part of a group or "bundle" of products that includes products which are not royalty-bearing products, or pursuant to a discount arrangement or other price adjustment that includes products which are not royalty-bearing products, the "Net Annual Domestic Sales" of such royalty-bearing products shall be computed as follows. (i) The actual average discount (in percentage terms) for the royalty-bearing products sold or otherwise transferred as part of such an arrangement during the course of the royalty period at issue shall be determined. (ii) The actual average discount (in percentage terms) for the other, non-royalty-bearing sold or otherwise transferred as part of such an arrangement during the course of the royalty period at issue shall also be determined. (iii) If the average percentage discount for such royalty-bearing products (D 1) is greater than the average percentage discount for the non-royalty-bearing products (D2), the actual Net Annual Domestic Sales of the royalty-bearing products so sold or transferred shall be adjusted by multiplying that figure by the following fraction: [CONFIDENTIAL TREATMENT REQUESTED] /*/. The resulting figure shall be included in the Net Annual Domestic Sales reported by LICENSEE and shall form the royalty base for royalty payments due on such sales or transfers.

1.7.2 "Net Annual Foreign Sales"

1.7.2.1 Except as provided in section 1.7.2.3, "Net Annual Foreign Sales" shall mean

(i) the total gross invoiced price of all Licensed Products sold or otherwise transferred by LICENSEE or an Affiliate of LICENSEE to an End User located outside the United States, less (a) any discounts or rebates actually allowed and taken, (b) any separately stated taxes, freight, insurance, customs duties or other similar charges, and (c) any credits actually issued for rejected or returned products; and

(ii) in the case of Licensed Products sold or otherwise transferred by LICENSEE or an Affiliate of LICENSEE to a Distributor located outside the United States for resale to End Users located outside the United States, LICENSEE's or its Affiliate's total gross invoiced price to such Distributor, less (a) any discounts or rebates actually allowed and taken, (b) any separately stated taxes, freight, insurance, customs duties or other similar charges, and (c) any credits actually issued for rejected or returned products.

1.7.2.2 If any Licensed Products are sold or otherwise transferred by LICENSEE, or any Affiliate of Licensee to an End User or a Distributor located outside the United States as part of a kit or other assemblage of products, then in such cases "Net Annual Foreign Sales" shall be calculated on the basis of the total gross invoiced price to the End User for such lilts or other product assemblage.

1.7.2.3 In the event that Licensed Products are transferred by LICENSEE or any Affiliate of LICENSEE to an End User or a Distributor located outside the United States other than by an outright sale requiring fill payment within thirty (30) days of shipment, said Licensed Products shall be deemed to have been "sold" at the transferor's then-current list price for sale of such products to End Users.

1.7.2.4 In the event that any Licensed Products (or kits or other product assemblages including Licensed Products) (hereinafter "royalty-bearing products") are sold or otherwise transferred to End Users or Distributors outside the United States as part of a group or "bundle" of products that includes products which are not royalty-bearing products, or pursuant to a discount arrangement or other price adjustment that includes products which are not royalty bearing products, the "Net Annual Foreign Sales" of such royalty-bearing products shall be computed as follows. (i) The actual average discount (in percentage terns) for the royalty-bearing products sold or otherwise transferred as part of such an arrangement during the course of the royalty period at issue shall be determined. (ii) The actual average discount (in percentage terms) for the other, non-royalty-bearing sold or otherwise transferred as part of such an arrangement during the course of the royalty period at issue shall also be determined. (iii) If the average percentage discount for such royalty-bearing products (D1) is greater than the average percentage discount for the non-royalty-bearing products (D2), the actual Net Annual Foreign Sales of the royalty-bearing products so sold or transferred shall be adjusted by multiplying that figure by the following fraction: [CONFIDENTIAL TREATMENT REQUESTED] /*/. The resulting figure shall be included in the Net Annual Foreign Sales reported by LICENSEE and shall form the royalty base for royalty payments due on such sales or transfers.

1.8. "Affiliate" shall mean any person or entity that LICENSEE or any shareholder(s) of LICENSEE directly or indirectly controls, through one or more intermediaries or otherwise, or which is controlled by or is under common control with LICENSEE. As used herein, "control" means the possession, directly or indirectly, of the power to director cause the direction of the management or policies of the controlled entity, whether through ownership of capital stock, by contract, or otherwise. "Affiliate" shall also include, but not be limited to, the entities identified as "Insiders" in that certain Stock Purchase Agreement of even date herewith by and between Endomed, Inc. and C.R. Bard, Inc.

1.9. "Valid Claim" shall mean a claim of the Sublicensed Patent which, at the time a sale is made has not been held unenforceable or invalid or otherwise finally rejected by a decision of a court or other governmental agency of competent jurisdiction, which decision is no longer subject to a right of appeal or other judicial review, and which has not been disclaimed or admitted to be invalid by LICENSOR.

1.10. "United States" shall mean all fifty states and all foreign possessions or dependencies of the United States, including Puerto Rico, the U.S. Virgin Islands and Guam.

Section 2. Scope of License.

2.1. LICENSOR hereby grants to LICENSEE a personal, nonexclusive sublicense under the Sublicensed Patent to make, have made for its own account, use, and import Licensed Products, and to sell, lease, offer for sale and otherwise transfer Licensed Products as hereinafter provided. LICENSEE or an Affiliate of Licensee may sell or transfer Licensed Products directly to End Users. LICENSEE or, in the event that LICENSEE first sells or transfers Licensed Products to any Affiliate of LICENSEE, such Affiliate, may also sell or transfer Licensed Products to Distributors for resale to End Users; provided, however, that any such Distributor must resell the Licensed Products to End Users in unchanged form, and

provided further, that there shall be [CONFIDENTIAL TREATMENT REQUESTED] /*/ distribution channel for Licensed Products ([CONFIDENTIAL TREATMENT REQUESTED] /*/) in any specific country in the world. This sublicense specifically excludes any right of LICENSEE (or any Affiliate or Distributor of LICENSEE) to sell or otherwise transfer Licensed Products to OEM Customers.

2.1.1 This Agreement and all rights granted hereunder are personal to LICENSEE except to the extent specifically hereinafter provided. LICENSEE shall have no right to further sublease its rights hereunder.

2.1.2 LICENSEE understands and agrees that, notwithstanding the License Agreement between LICENSEE and its Affiliate Transform Technologies, L.L.C. ("Transform"), neither Transform nor any successor-in-intent or assignee or transferee of Transform has or will hereafter acquire any rights with respect to the Sublicensed Patent or any rights or licenses under this Agreement.

2.2. This Agreement shall not be construed to grant LICENSEE any license or other rights except as specifically contained herein, and is strictly limited to the defined Field of Use. No license or other right is granted herein to either party, directly or by implication, estoppel or otherwise, with respect to any trade secrets or know-how of the other, and no such license or other right shall arise from the execution or performance of this Agreement or from any acts, statements or dealings loading to such execution or performance. Except as specifically stated herein, neither party is required to furnish o r disclose to the other any technical or other information. Neither party shall use or refer to the name, logo or trademarks of the other in any form of advertising or promotion, written or oral.

Section 3. Royalty Obligations.

3.1. Except as hereinafter provided, LICENSEE shall pay to LICENSOR a royalty on the Net Annual Sales of all Licensed Products during each calendar year in accordance with the following royalty rate schedule:

[*] $[*] /*/million of Net Annual Sales	[*] /*/%
[*] $[*] /*/million (to $[*] million)	[*] /*/%
[*] $[*] /*/million (to $[*] million)	[*] /*/%
[*] $[*] /*/million (to $[*] million)	[*] /*/%
[*] $[*] /*/million (to $[*] million)	[*] /*/%
[*] $[*] /*/million (to $[*] million)	[*] /*/%
[*] sales over $[*] /*/million	[*] /*/%

[*] [CONFIDENTIAL TREATMENT REQUESTED]

The above schedule shall start anew on January 1 of each calendar year.

3.1.1 Minimum Royalties on Sales to Distributors Located Outside the U.S. for Resale to End Users outside the U.S. Notwithstanding the foregoing, if the per-unit royalty calculated on any sale of Licensed Products by LICENSEE or an Affiliate of LICENSEE to a Distributor pursuant to Sections 1.7.2.1(ii), 1.7.2.2 and/or 1.7.2.4 is less than the minimum royalty applicable to such sale as set forth below, then LICENSEE shall pay to LICENSOR such minimum royalty in lieu of the calculated royalty:

Minimum Royalties on Foreign Distributor Sales:

[CONFIDENTIAL TREATMENT REQUESTED] /*/ Products	$[CONFIDENTIAL TREATMENT REQUESTED] /*/ per unit
[CONFIDENTIAL TREATMENT REQUESTED] /*/ Products	$[CONFIDENTIAL TREATMENT REQUESTED] /*/ per unit
[CONFIDENTIAL TREATMENT REQUESTED] /*/ Products	$[CONFIDENTIAL TREATMENT REQUESTED] /*/ per unit
[CONFIDENTIAL TREATMENT REQUESTED] /*/ Products (for [CONFIDENTIAL TREATMENT REQUESTED] /*/ uses)	$[CONFIDENTIAL TREATMENT REQUESTED] /*/ per unit
[CONFIDENTIAL TREATMENT REQUESTED] /*/ Products	$[CONFIDENTIAL TREATMENT REQUESTED] /*/ per unit
[CONFIDENTIAL TREATMENT REQUESTED] /*/ Products	$[CONFIDENTIAL TREATMENT REQUESTED] /*/ per tout

If an adjustment is hereafter made to the royalty schedule pursuant to Section 3.4 hereof, the minimum royalties set forth in this Section 3.1.1 shall be proportionately adjusted to the extent that the adjusted royalty rate is less than [CONFIDENTIAL TREATMENT REQUESTED] /*/%. In the event that LICENSEE sells or develops a Licensed Product that does not fall within any of the above categories (a "Nora-Listed Licensed Product"), LICENSOR and LICENSEE shall negotiate in good faith an appropriate minimum royalty for sales of such Non-Listed Licensed Product that are subject to Section 1.7.2.1(ii), 1.7.2.2 and/or 1.7.2.4. Such minimum royalty shall in no event be less than the greater of (1) [CONFIDENTIAL TREATMENT REQUESTED] /*/% of the Net Annual Foreign Sales for such Non-Listed Licensed Product, or (2) [CONFIDENTIAL TREATMENT REQUESTED] /*/% of the applicable Distributor's average End User selling price for such Non-Listed Licensed Product (subject to any adjustment made pursuant to Section 3.4, if applicable).

3.2. LICENSEE's obligation to pay royalties with respect to the products currently being sold by LICENSEE shall be retroactive to the issuance of the Sublicensed Patent, notwithstanding the later execution of this Agreement.

3.3. Royalty payments shall be due and payable no later than [CONFIDENTIAL TREATMENT REQUESTED] /*/ ([CONFIDENTIAL TREATMENT REQUESTED] /*/) days following the end of each calendar quarter with respect to sales made (or deemed to have been made pursuant to Sections 1.7.2 or 4.1 hereof) during said calendar quarter and any prior sales on which a royalty due hereunder has not been paid. Except as provided in Section 1.7.2, sales to an End User shall be deemed to have been made on the date of shipment.

3.4. LICENSEE shall have, at its option, the right to replace the royalty schedule set forth in Section 3.1 hereof or the method of calculating the royalty base (defined in this Agreement as "Net Annual Sales") with any more favorable sublicense royalty rate or royalty base calculation method hereafter granted in the same Field of Use by LICENSOR or any assignee or successor of LICENSOR for sales to End Users, except that (i) such right shall not extend to any royalty rate or royalty base calculation method contained in any sublicense granted to any affiliate of LICENSOR or to [CONFIDENTIAL TREATMENT REQUESTED] /*/ or in any sublicense granted as part of a bona fide cross-licensing arrangement or in settlement of a claim, and (ii) to the extent that LICENSOR or its assignee or successor grants a more favorable sublicense royalty rate or royalty base calculation method that is limited to some portion of the Field of Use, LICENSEE shall be entitled to such more favorable rate or method only with respect to products sold in said limited portion of the Field of Use. Any cross-licensing arrangement shall be deemed to be bona fide unless LICENSOR's purpose in entering such cross-license was to avoid its obligations under this subparagraph. LICENSEE shall have the burden of establishing that a cross-licensing arrangement was not bona fide.

3.4.1 In the event that LICENSOR grants any sublicense to another entity or person that includes all or any portion of the Field of Use, LICENSOR shall provide its outside auditors with a copy of said sublicense and this Agreement, and shall request said auditors to determine whether, as a result of said sublicense, LICENSEE is entitled to a more favorable sublicense rate or more favorable royalty base calculation method pursuant to the provisions of Section 3.4 above. Upon completion of their review, the auditors will provide LICENSEE with a letter notifying LICENSEE that a sublicense has been entered (but not disclosing the name of the sublicensee thereunder or the terms of said sublicense) and stating whether or not LICENSEE is entitled to an adjustment of its sublicense rate or to the method of calculating its royalty base and, if so, the amount of that adjustment. The comparison between the third party sublicense and this Agreement shall be made on the basis of the royalty obligations viewed as a whole.

3.5. LICENSEE shall be liable for interest on any overdue royalty payments, commencing on the date any such payment becomes due, at an annual rate which is the greater of ten percent (10%) or one percentage point higher than the prime interest rate as quoted by the head office of Citibank, New York, New York, at the close of banking on such date, or on the fast business day thereafter if such date falls on a non-business day. If such interest rate exceeds the maximum legal rate in the jurisdiction where a claim therefor is being asserted, the interest rate shall be reduced to such maximum legal rate, to the extent that such interest rates are subject to the laws of such jurisdiction.

3.6. In the event an audit under the provisions of Section 4 hereof identifies an underpayment of royalties by LICENSEE, LICENSEE shall pay an amount equal to such underpayment within [CONFIDENTIAL TREATMENT REQUESTED] /*/ days of LICENSOR's written request together with the interest due on such amount pursuant to the provisions of Section 3.5 above.

Section 4. Royalty Accruals, Payment, Reports and Records .

4.1. Royalties shall accrue when a Licensed Product is first sold or otherwise transferred to an End User. However, if a Distributor shall not have sold or otherwise transferred any Licensed Products to an End User within [CONFIDENTIAL TREATMENT REQUESTED] /*/ ([CONFIDENTIAL TREATMENT REQUESTED] /*/) days of shipment by LICENSEE or any Affiliate of LICENSEE to the Distributor, such Licensed Products shall be deemed to have been sold by such Distributor on the [CONFIDENTIAL TREATMENT REQUESTED] /*/ ([CONFIDENTIAL TREATMENT REQUESTED] /*/) day at a price equivalent to the Distributor's average selling price to End Users during the prior calendar quarter, or, if such price cannot be determined, at LICENSEE's actual average or recommended selling price to End Users.

4.2. LICENSEE shall make all royalties and other payments due hereunder in United States dollars. All royalties for an accounting period computed in other currencies shall be converted into United States dollars at the exchange rate for bank transfers from such currency to United States dollars as quoted by the head office of Citibank, New York, New York, at the close of banking on the last day of such accounting period (or the first business day thereafter if such last day shall be a non-business day).

4.3. The accounting period for royalty payments shall be each calendar quarter within a calendar year Within [CONFIDENTIAL TREATMENT REQUESTED] /*/ ([CONFIDENTIAL TREATMENT REQUESTED] /*/) days after the end of each such quarter LICENSEE shall furnish to LICENSOR a written report containing the information specified in Section 4.4 and shall pay to LICENSOR all unpaid royalties accrued hereunder through the end of each such quarter.

4.4. LICENSOR's written report shall be certified by an officer of LICENSEE and shall contain the following information.

4.4.1 The report shall (i) identify by verbal description and product code number of each Licensed Product upon which royalty has accrued, and with respect to each such Licensed Product, (ii) shall set forth separately the gross and net quantities, by units and invoiced amount, sold or otherwise transferred by each of LICENSEE, any Affiliate of LICENSEE and any Distributor(s) dining the accounting period, and (iii) shall set forth the manner in which the royalties due with respect thereto has been calculated, identifying any situations to which the royalty provisions of Section 3.1.1 are applicable, and

4.4.2 The report shall also provide an explanation or other reconciliation of the gross and pet data for units transferred and invoiced amounts.

4.4.3 In the event no royalties are due, LICENSEE's report shall so state and explain why.

4.5. Payment shall be made by electronic funds transfer on or before, the date that payment is due. All payments shall be made in U.S. dollars, with payments of royalties based on sales made in other currencies to be calculated, as of the end of the calendar quarter for which royalties are being calculated, based on the applicable average exchange rate quoted by the *Wall Street Journal* for the last business day of the calendar quarter for which such royalty payments are being calculated.

4.6. If LICENSEE shall contend that any endovascular product that LICENSEE makes, has made or imports and that is comprised in whole or in part of ePTFE should not be considered a Licensed Product for purposes of this Agreement, LICENSEE shall promptly so notify LICENSOR and shall provide LICENSOR with a detailed statement of reasons explaining LICENSEE's position. Such notification shall be accompanied by full and complete copies of any technical reports or other technical data on which LICENSEE is relying. Thereafter, within [CONFIDENTIAL TREATMENT REQUESTED] /*/ ([CONFIDENTIAL TREATMENT REQUESTED] /*/) days of a written request by LICENSOR, LICENSEE shall (i) provide to LICENSOR or its designee a copy of any materials (including, but not limited to manufacturing specifications, manufacturing drawings, manufacturing process, information, brochures and service, use and other technical manuals) relevant to determining whether any such product identified by LICENSOR is subject to this Agreement; and (ii) deliver to LICENSOR or its designee a reasonable number of representative examples of the product at issue.

4.6.1 Information and materials provided to LICENSOR pursuant to this Section 4.6 shall be deemed to be confidential, and their dissemination may, at LICENSEE's request, be limited to designated persons, provided that under no circumstances shall LICENSOR be prevented from obtaining outside technical or legal assistance to determine whether the product at issue is subject to this Agreement.

4.7. LICENSEE shall prepare and retain records in sufficient detail to permit the determination of products subject to this Agreement, the royalties due LICENSOR, and the accuracy of the information on LICENSEE's written reports. Such records shall include, but not be limited to, detailed sales records supporting the information provided under Section 4.4. To the extent such records are prepared in the ordinary course of LICENSEE's business, they shall be prepared in accordance with generally accepted accounting principles. Any records of a financial nature shall be retained for a minimum period of [CONFIDENTIAL TREATMENT REQUESTED] /*/ ([CONFIDENTIAL TREATMENT REQUESTED] /*/) years following the reporting period to which they pertain.

Section 5. Audit Rights.

5.1. Upon LICENSOR's written request for an audit on at least [CONFIDENTIAL TREATMENT REQUESTED] /*/ ([CONFIDENTIAL TREATMENT REQUESTED] /*/) business days' notice prior to the date on which such audit would commence, LICENSEE will permit LICENSOR's outside auditors, working with such outside legal and technical support personnel as said auditors deem necessary, to examine, during ordinary business hours, any documents or other information reasonably necessary to enable such auditors to determine whether LICENSEE has complied with its royalty obligations

hereunder. LICENSOR shall not be entitled to invoke its audit rights more than once each calendar year, provided that any previous audit was satisfactory.

5.1.1 LICENSEE agrees to provide full cooperation in such audit.

5.1.2 LICENSOR shall pay the cost of such audit. However, in the event that the audit reveals underpayment by five percent (5%) or more of the royalties which should have been paid for any of the accounting periods being audited, then LICENSEE shall pay for the reasonable cost of such audit. LICENSEE shall have the burden of establishing that the actual cost assigned by the auditor was unreasonable.

5.1.3 LICENSOR and its auditors shall treat as confidential to LICENSEE any information which LICENSOR or its auditors obtain from LICENSEE in connection with sections 4.4, 4.6 and 5.1 hereof. However:

5.1.3.1 LICENSOR's outside auditors shall have the right to discuss such information which pertains to a customer or supplier of LICENSEE with such customer or supplier, and

5.1.3.2 LICENSOR shall have the right to use such information in a court of law, in or in other similar proceedings to establish its rights to royalties due.

Section 6. Restrictions on Sublicensing, Transfer and Assignment .

6.1. LICENSEE shall have not have the right to grant any further sublicense hereunder.

6.2. This Agreement is personal to LICENSEE, and shall not be transferred or assigned except in connection with (i) the sale of all of the stock of LICENSEE or (ii) the sale of all or substantially all of the assets of LICENSEE. LICENSOR shall be given at least [CONFIDENTIAL TREATMENT REQUESTED] /*/ ([CONFIDENTIAL TREATMENT REQUESTED] /*/) days' written notice of any such proposed or contemplated transfer or assignment In the event of a permitted transfer or assignment, the royalty schedule set forth in section 3.1 hereof shall be of no further force or effect and the royalty thereafter payable hereunder shall be a flat [CONFIDENTIAL TREATMENT REQUESTED] /*/ % on Net Annual Sales, subject only to the [CONFIDENTIAL TREATMENT REQUESTED] /*/ set forth in Section [CONFIDENTIAL TREATMENT REQUESTED] /*/ hereof.

6.2.1 Except as hereinafter provided, this Section 6.2 permits only a one-time transfer or assignment of this Agreement by LICENSEE and only under the aforesaid conditions. Thereafter, the transferee or assignee shall have no further right to transfer or assign this Agreement, or any interest herein, without the prior express written consent of LICENSOR. For purposes of the preceding sentence, any sale or transfer by such transferee or assignee of more than 30% of its stock or capital interest to any person or entity, or to any affiliated group of persons or entities, shall be deemed a transfer requiring the prior consent of LICENSOR. Notwithstanding the first two sentences of this Section 6.2.1., this Agreement may be further transferred or assigned to a single surviving successor LICENSEE (a "Permitted Successor"); provided, however, that upon the occurrence of the first such further transfer or assignment, the

Field of Use within which any such Permitted Successor may exercise its rights hereunder shall, without further action by or notification from LICENSOR, be thenceforth be limited to endovascular products that are solely for abdominal and/or thoracic indications and that have an internal diameter of more than 12 millimeters.

6.2.2 Any transferee or assignee shall, following a transfer or assignment, be deemed to be the LICENSEE, and shall have the same obligations as LICENSEE had prior thereto, and its rights shall be subject to all limitations set forth herein. Any affiliate of such transferee or assignee shall be deemed an Affiliate of Licensee for purposes of this Agreement.

Section 7. Limited Warranty; Enforcement of Patent.

7.1. LICENSOR represents and warrants that it has the full right and power to grant the sublicense described in Section 2. Except for the foregoing, LICENSOR makes no other representations or warranties, express or implied, including without limitation any representation or warranty with respect to the scope, validity or enforceability of any patent rights licensed hereunder, or any representation or warranty that anything made, sold or otherwise disposed of under the sublicense granted by this Agreement is or will be free from infringement of patent or other rights of third parties. LICENSOR does not assume any liability in respect of any infringement of patents or other rights of third parties due to LICENSEE's operation under the sublicense herein granted.

7.2. In the event that LICENSEE is sued by a third party for alleged infringement of a third party patent, LICENSEE shall defend such action at its sole cost and expense and shall be solely responsible for paying such damages or other amounts as may be awarded.

7.3. LICENSEE agrees to bring promptly to the attention of LICENSOR any conduct by a third party that LICENSEE believes may constitute infringement of the Sublicensed Patent by such third party. However, LICENSOR shall not have any obligation hereunder to institute any action or suit against third parties for infringement of the Sublicensed Patent or to defend any action or suit brought by a third party which challenges or concerns the validity of the Sublicensed Patent. LICENSOR's election not to institute or defend such action shall not be deemed to constitute any admission with respect to the scope of the Sublicensed Patent or otherwise, and shall not create any right that is enforceable by LICENSEE.

7.4. In the event that LICENSOR shall institute an action for infringement against any third party with respect to the Sublicensed Patent or shall defend an action for declaratory judgment with respect thereto, LICENSEE shall fully cooperate with LICENSOR and provide such assistance as may be reasonably requested.

7.5. LICENSEE shall not have any right to institute any action or suit against third parties for infringement of the Sublicensed Patent.

7.6. LICENSEE acknowledges the validity and enforceability of the Sublicensed Patent.

Section 8. Limitation of Liability.

8.1. Under no circumstances shall either party be entitled to recover from the other any incidental, consequential, indirect, special, exemplary or punitive damages in connection with any action arising out of or relating to this Agreement, whether based on contract, tort or any other theory of action, even if such patty has been informed or should have known of the possibility of such damages.

Section 9. Term and Termination.

9.1. Unless sooner terminated as hereinafter provided, and subject to the provisions of Section 9.8 below, this Sublicense Agreement shall have a term co-extensive with the term of the Sublicensed Patent.

9.2. LICENSOR may terminate this went for cause if (i) LICENSEE shall fail at any time to make any report, pay any royalties that are due and payable hereunder, permit or cooperate with a requested audit, or otherwise fail to comply with its obligations hereunder, unless such failure is cured (and any applicable interest is paid) within sixty (60) days after written notice from LICENSOR to LICENSEE specifying the nature of such failure or (ii) LICENSEE or any of its Affiliates shall at any time and in any way, formally or informally, directly or indirectly through their attorneys or otherwise, initiate or voluntarily participate in or provide any assistance in connection with legal or administrative proceedings by any person or entity challenging the validity or enforceability of the Sublicensed Patent, or (iii) if LICENSEE fails to respect the limitations on its rights set forth in Section 2 hereof.

9.2.1 Any such termination shall be effected by LICENSOR's giving written notice to LICENSEE, and shall be effective on the fifteenth day after the termination notice is given. The fifteen (15) day delay in the effectiveness of termination shall not extend the cure period.

9.2.2 LICENSEE shall not be deemed responsible for decisions by individual physicians to use a Licensed Product outside the Field of Use, provided that LICENSEE has designed, intended and promoted such Licensed Product solely for use within such Field of Use, and provided further that LICENSEE has not, after learning of such use, knowingly supplied or continued to supply Licensed Product to any such physician or other End User with which such physician is associated.

9.3. LICENSEE may terminate the license granted herein in the event that all claims of the Sublicensed Patent are finally determined, after entry of a final judgment which is no longer subject to appeal or judicial review, to be invalid or unenforceable. Such termination shall be effective on the date that written notice of such termination is mailed. LICENSEE shall not, however, be entitled to any refund of any royalties paid prior to the date of such notice, nor shall LICENSEE be entitled to withhold payment of royalties pending the outcome of any proceedings relating to the validity or enforceability of the Sublicensed Patent. Any such withholding shall constitute a for-cause basis for termination of this Agreement.

9.4. In the event that more than thirty percent (30%) of LICENSEE's securities representing the right to vote for the election of directors are now, or hereafter become, owned or controlled, directly or indirectly, by any persons or entities other than the present shareholders of LICENSEE, LICENSEE shall promptly give written notice to LICENSOR of such acquisition. Unless the acquisition is permitted by section 6.2 hereof, LICENSOR may terminate the license by giving written notice to be effective fifteen (15) days after the date thereof. For purposes of this Section 9.4, transfers of securities originally issued to C.R. Bard, Inc. or its affiliates in connection with the stock purchase being undertaken by Bard simultaneously with the execution of this Agreement shall not be taken into account unless such stock is then owned by LICENSEE, any Affiliates of LICENSEE, or any of the present shareholders of LICENSEE.

9.5. No termination pursuant to this Section 9 shall relieve LICENSEE of any obligation or liability accrued hereunder prior to such termination, or rescind or give rise to any right to rescind anything done by LICENSEE or any payments made or other consideration given to LICENSOR hereunder prior to the time such termination becomes effective, and such termination shall not affect in any manner any rights of LICENSOR arising under this Agreement prior to such termination.

9.6. No failure or delay by either party in exercising its right of termination hereunder shall be construed to prejudice its right of termination for any continuing default or for any other or subsequent default. In the event of the termination of this Agreement for any reason whatsoever LICENSEE shall forthwith cease to exploit all of its sublicense rights hereunder and shall not thereafter exploit any such rights in any manner whatsoever, except that if on termination LICENSEE has any stock of Licensed Products, it will have a period of six (6) months to sell such Licensed Products to End Users, provided that this is done in the normal course of business and on normal commercial terms, and any such sale shall be subject to all the tam and conditions of this Agreement as though it were in full force and effect, including payment of royalties hereunder. In the event that, following termination, LICENSEE sells any Licensed Products to any person or entity other than an End User, royalties shall due on such sales as if such sales had been made at LICENSEE's average U.S. selling price to hospital customers during the year immediately prior to termination.

9.7. No termination of this Agreement shall release LICENSEE from its obligation to report and to pay to LICENSOR any royalties or other consideration which shall have accrued up to the time such termination becomes effective, nor shall such termination release either party hereto from any other liability which at said time had already accrued to the other party, nor rescind anything done or any payment or other consideration made or given to either party, nor effect in any way the survival of any right, duty or obligation which is expressly stated elsewhere in this agreement to survive termination.

9.8. The provisions of Sections 3.5, 3.6, 4.1 through 4.7, 5, 7.2, 7.6, 8, 9.7, 10, 11 and 12 shall survive termination of this Agreement in addition to those provisions that survive by their terms.

Section 10. Confidentiality.

10.1. Except as maybe required bylaw, legal processor a regulatory authority, neither party shall disclose to any third party any of the terms or conditions of this Agreement without the prior written consent of the other, provided, however, that LICENSOR or LICENSEE may represent to others that the parties have executed a sublicense agreement with respect to the Sublicensed Patent, and that either party may disclose the content of the Agreement to its outside legal counsel or its outside auditors provided that it does so in confidence. Either party may also disclose the Agreement to a bank in connection with bank financing, provided that the bank first agrees in writing to maintain the confidentiality of the Agreement.

Section 11. Dispute Resolution.

11.1. The parties agree to use their best efforts to handle all disputes, claims or controversies arising under, out of, or in connection with this Agreement in good faith and in an expeditious and cost-effective manner. The parties shall first attempt to resolve any dispute amicably between themselves by arranging an in-person meeting between executives with decision-making authority within 45 days of a request by either party for such a meeting.

11.2. If the parties fail to resolve such dispute, then either party may take such other action as such party deems appropriate in its sole discretion, except that the party alleged to have breached its obligations hereunder shall not file suit for declaratory judgment for a period of at least sixty (60) days following the conclusion of the parties' discussions.

Section 12. Miscellaneous Provisions.

12.1. This Agreement shall be construed, and the legal relations between the parties hereto shall be determined, in accordance with the law of the State of Arizona, except to the except that performance of this Agreement involves issues of patent law, in which case such issues shall be resolved in accordance with the patent law of the United States.

12.2. Any notice or other communication required or permitted to be made or given to either party hereto pursuant to this Agreement shall be sent to such party both by facsimile and by overnight delivery by Federal Express or other recognized courier service addressed to the address set forth below, or to such other address as it may hereafter designate by written notice given to the other party. Payments shall be deemed to be made on the date of electronic funds transfer. Notices or other communications shall be deemed to have been given or provided on the date of sending. The addresses are as follows:

12.2.1 For electronic funds transfers to LICENSOR:

Wells Fargo Bank
64 East Broadway
Tempe, AZ 85281
Account name: [CONFIDENTIAL TREATMENT REQUESTED] /*/
Account: [CONFIDENTIAL TREATMENT REQUESTED] /*/
Routing #[CONFIDENTIAL TREATMENT REQUESTED] /*/
Swift #[CONFIDENTIAL TREATMENT REQUESTED] /*/

12.2.2 For overnight delivery to LICENSOR

President
IMPRA, Inc.
1625 West 3 Street
Tempe, AZ 85280-1740

with a copy to

General Counsel
C.R Bard, Inc.
731 Central Avenue
Murray Hill, NJ 07974

12.2.3 For facsimile transmission to LICENSOR:

(480) 966-7062
Attention: President, IMPRA, Inc.

with a copy to

(908) 277-8025
Attention: General Counsel, C.R. Bard, Inc.

12.2.4 For overnight delivery to LICENSEE:

William M. Colone, President
Endomed, Inc.
10220 South 51st Street, #1
Phoenix, AZ 85044

with a copy to:

Michael A. Sitzman, Esq.
Gibson, Dunn & Crutcher
1 Montgomery Street
San Francisco, CA 94101

12.2.5 For facsimile transmission to LICENSEE:

(480) 753-1271
Attention: William Colone

with a copy to:

(415) 986-5309
Attention: Michael A. Sitzman, Esq.

12.3. Nothing contained in this Agreement shall be construed as conferring on either party any license or other right to copy or imitate the exterior design or packaging of the products of the other party.

12.4. The parties hereto are independent contractors, and nothing herein shall be construed as establishing any agency, partnership, joint venture or employment relationship between the parties.

12.5. Nothing contained in this Agreement shall be construed as conferring any right to use in advertising, publicity, or other promotional activities any name, trade name, trademark or other designation of either party hereto (including any contraction, abbreviation or simulation of any of the foregoing). Each party hereto agrees not to use or refer to this Agreement or any provision thereof in any promotional activity associated with apparatus licensed hereunder, without the express written approval of the other party.

12.6. Nothing contained in this Agreement shall be construed as limiting the rights which the parties have outside the scope of the sublicense granted hereunder.

12.7. Neither party nor any of its subsidiaries or affiliates shall be required hereunder to file any patent application, or to secure any patent or patent rights, or to maintain any patent in force, or to provide copies of patent applications to the other party or its subsidiaries or affiliates, or to disclose any inventions described or claimed in such patent applications.

12.8. This Agreement will not be binding upon the parties until it has been signed by or on behalf of each party, in which event it shall be effective as of the date of this Agreement first above written. No amendment or modification hereof shall be valid or binding upon the patties unless made in writing and signed by the party sought to be charged.

12.9. This Agreement embodies the entire understanding of the parties with respect to subject matter of this Agreement and/or the Sublicensed Patent, and merges all prior discussion between them, and neither of the parties shall be bound by any conditions, definitions, understandings or representations with respect to the subject matter hereof other than as provided herein.

12.10. No act or omission by either party hereto shall be deemed to be a waiver of any right hereunder unless such act or omission represents an express, intentional and

unambiguous surrender of such right, and no such waiver on any one or more occasions shall be deemed to constitute a waiver with respect to any other similar occasions.

12.11. If any provision of this Agreement is found by competent authority to be invalid, illegal or unenforceable in any respect for any reason, there shall be substituted in lieu of each vision a valid, legal and enforceable provision which shall be as similar as possible in its and business objectives to those explicit or implicit in the original. If the intent of the parties cannot be preserved, this Agreement shall be either renegotiated or terminated.

12.12. The heading of the several Sections are inserted for convenience of reference only are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties, by their officers duly authorized thereunto, have executed this Agreement as of the date first above written.

IMPRA, Inc., an Arizona Corporation
("LICENSOR")

Witness /S/ [ILLEGIBLE]

By /s/ Timothy M. Ring
Name: Timothy M. Ring
Title: Vice President

Endomed, Inc., an Arizona Corporation
("LICENSEE")

Witness /S/ [ILLEGIBLE]

By /s/ Edward B. Diethrich

Title Secretary

Exhibit 10.5

[CONFIDENTIAL TREATMENT REQUESTED] /*/ INDICATES MATERIAL THAT HAS BEEN OMITTED AND FOR WHICH CONFIDENTIAL TREATMENT HAS BEEN REQUESTED. ALL SUCH OMITTED MATERIAL HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 406 PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED.

LICENSE AGREEMENT

This AGREEMENT (hereinafter "Agreement") effective as of February 11, 1992 ("Effective Date"), by and between United States Surgical Corporation, a corporation organized and existing under the laws of the State of Delaware, having executive offices at 150 Glover Avenue, Norwalk, Connecticut 06856 (hereinafter "USSC") and SPINNAKER R&D ASSOCIATES, a general partnership organized and existing under the laws of the State of New Mexico, having offices at 5300 DTC Parkway, Suite 270, Englewood, Colorado, 80111, on behalf of itself, the University of New Mexico, and the Inventors, Wolff M. Kirsch, M.D., Yong Hua Zhu, M.D., and Robert B. Cushman, (hereinafter "INVENTORS"), together owners of all of the PATENTS RIGHTS and other rights herein transferred, (altogether hereinafter referred to as "LICENSOR").

W I T N E S S E T H:

WHEREAS, LICENSOR has developed and is continuing to develop surgical clips for joining vessels and the like and applicators useful in applying such clips and has filed U.S. and foreign patent applications and has received certain U.S. and foreign patents relating to such clips and applicators;

WHEREAS, LICENSOR is desirous of continuing the development of such clips and applicators to see that such products are placed in the marketplace through an appropriate licensing arrangement;

WHEREAS, USSC develops and markets surgical products, including wound closure products;

WHEREAS, USSC desires to manufacture, distribute and sell new surgical products and expand the availability of such surgical products;

WHEREAS, both parties desire to work together, calling on their respective areas of expertise, in order to develop and hopefully market such clips and applicators under the terms and conditions hereinafter set forth; and

WHEREAS, the parties desire to enter into a license agreement;

NOW, THEREFORE, in consideration of the premises and faithful performance of the covenants herein contained, the parties follows.

ARTICLE I - DEFINITIONS

For the purposes of this Agreement, the terms set forth in Article I hereof shall be defined as follows:

A. "SURGICAL CLIP TECHNOLOGY" means all of the patented or unpatented, patentable or unpatentable, scientific and technical information and know-how created and developed by the INVENTORS during or previous to this Agreement relating to arrangements and techniques for surgical clips and applicators therefor, and includes, but is not limited to, the technology shown, described, and claimed in the patents and patent applications set forth in Exhibit A, attached hereto and incorporated herein.

B. "LICENSED PRODUCT" means any apparatus, product, or device within the SURGICAL CLIP TECHNOLOGY which includes or encompasses intellectual property rights which will be or have been transferred from LICENSOR to USSC under this Agreement.

C. "LICENSED PROCESS" means any process, method, or technique within the SURGICAL CLIP TECHNOLOGY which includes or encompasses intellectual property rights which will be or have been transferred from LICENSOR to USSC under this Agreement.

D. The terms "MICRO CLIP," "MEZZO CLIP," and "MACRO CLIP" and relate only to sizes and dimensions of surgical clips.

E. "IMPROVEMENTS" shall mean any development, refinement or modification of the SURGICAL CLIP TECHNOLOGY first conceived and reduced to practice solely by the INVENTORS.

F. "PATENT" OR "PATENT RIGHTS" are equivalent terms and shall mean any patent issuing on a patent application existing as of the EFFECTIVE DATE drawn to an invention within the SURGICAL CLIP TECHNOLOGY and covering a LICENSED PRODUCT, a LICENSED PROCESS or TECHNICAL INFORMATION including, without limitation, the patents and patent applications set forth on Exhibit A and any reissue, reexamination, revalidation or registration patents and patents of addition based thereon and any later filed divisional, continuation, or reissue applications claiming priority therefrom and any patents issuing on said applications, and also any patent issuing on any later filed continuation-in-part application directed to substantially the same type of invention as that claimed in any patent or patent application listed on Exhibit A.

G. "IMPROVEMENT PATENT" means any patent issuing on a patent application which comes into existence on or after the EFFECTIVE DATE drawn to an invention within the SURGICAL CLIP TECHNOLOGY covering a LICENSED PRODUCT, a LICENSED PROCESS or TECHNICAL INFORMATION and any reissue, reexamination, revalidation or registration patents and patents of addition based thereon and any later filed divisional, continuation, or reissue applications claiming priority therefrom and any patents issuing on said applications, and also any patent issuing on a later filed patent application which is a

continuation in part of any of the aforesaid patent applications and directed to substantially the same type of invention as that claimed in any such patent application.

H. "TECHNICAL INFORMATION" shall mean all proprietary, trade secret information and knowledge of a scientific or technical nature, whether or not patentable, within the SURGICAL CLIP TECHNOLOGY originated by and in the possession of the LICENSOR previous to or during the term of this Agreement.

I. "AFFILIATE" shall mean any corporation or organization which directly or indirectly controls, is or will be controlled by or is or will be under common control with a party to this Agreement by means of the ownership, directly or indirectly, of 50% or more of the voting stock or analogous interest in such corporation or organization.

J. "NET SALES" shall mean the aggregate of sales of ROYALTY PRODUCTS by USSC and by any AFFILIATE and/or sublicensee of USSC calculated as the gross sales invoiced and shipped to customers for sales, leases or uses of ROYALTY PRODUCTS, less discounts actually allowed, invoices written off as uncollectible, credits for returns and allowances, restocking charges, transportation charges, transit insurance, duties and taxes added to the face of the invoice, sales by independent distributors, and sales between USSC and its Affiliates, subsidiaries, sublicensees or permitted assignees. NET SALES shall be subject to the exclusions set forth in Article II, Paragraph G. The portion of the gross sales price of any package, tray or other group of items consisting of one or more ROYALTY PRODUCTS and non-ROYALTY PRODUCTS ("Package") to be included in NET SALES shall be deemed to be the gross sales price of the Package multiplied by the ratio of the individual retail list price of the ROYALTY PRODUCTS contained in the Package to the sum of all individual retail list prices of every item in the Package (if all of such items were sold separately). If all such items are not

sold separately, any item not sold separately shall have a price attributed to it for purposes of this Paragraph consistent with pricing of similar products or their functional equivalents.

K. "CALENDAR QUARTERS" shall mean the three month periods during a CALENDAR YEAR beginning with the first day of January, April, July and October.

L. "CALENDAR YEAR" shall mean a year beginning January 1 and ending the following December 31.

M. "TERRITORY" shall mean all countries of the world.

N. "ROYALTY PRODUCTS" mean products sold by USSC and by any AFFILIATE and/or sublicensee which are either (a) LICENSED PRODUCTS and/or a LICENSED PROCESS which are covered by one or more valid, enforceable patent claims in or which issue on or from the PATENTS or IMPROVEMENT PATENTS; or (b) LICENSED PRODUCTS and/or a LICENSED PROCESS which are covered by one or more valid, enforceable patent claims in or which issue on or from the PATENTS or IMPROVEMENT PATENTS, in combination with one or more USSC INVENTIONS.

O. "USSC INVENTION" shall have, the meaning set forth in Article III, Paragraph R hereof.

P. "CONFIDENTIAL INFORMATION" shall have the meaning set forth in Article III, Paragraph A hereof.

ARTICLE II - LICENSE

A. Grant of License. On the Effective Date, LICENSOR agrees to grant and does hereby grant to USSC an exclusive, worldwide license (with right to sublicense) upon the terms and conditions hereinafter specified to evaluate, make, have made, use and sell in the TERRITORY the SURGICAL CLIP TECHNOLOGY, the LICENSED PRODUCTS, the

LICENSED PROCESSES and the TECHNICAL INFORMATION and including, without limitation, IMPROVEMENTS, PATENTS and IMPROVEMENT PATENTS. LICENSOR shall retain the right to permit Wolff M. Kirsch, M.D. and Yong Hua Zhu, M.D. to use any of the SURGICAL CLIP TECHNOLOGY, the LICENSED PRODUCTS, LICENSED PROCESSES and TECHNICAL INFORMATION, and including, without limitation, IMPROVEMENTS, PATENTS and IMPROVEMENT PATENTS for human, neurosurgical procedures performed only by them in their existing neurosurgical practice and only until USSC has developed a potential ROYALTY PRODUCT for clinical field testing. Such usage shall be without compensation to or liability on the part of USSC; but all of the same shall be treated by LICENSOR as CONFIDENTIAL INFORMATION of USSC during the term of this Agreement.

B. Extension of License to AFFILIATES. USSC may, upon terms and conditions hereinafter specified, extend the rights and licenses granted under this Agreement to AFFILIATES of USSC provided USSC agrees in writing to be responsible for the performance by such AFFILIATES of all USSC obligations hereunder including payment of royalties by the AFFILIATES to whom the rights and licenses have been extended. USSC may on the same conditions also sublicense the rights and licenses granted hereunder to other third parties.

C. Terms of License. The term of the rights and licenses granted by this Agreement shall commence on the Effective Date and terminate upon the expiration of the last to expire patent issuing on or from the PATENTS and the IMPROVEMENT PATENTS and which provide claim coverage of a commercial embodiment of said ROYALTY PRODUCTS, or twenty (20) years after the commencement of the rights and licenses granted by this Agreement, whichever is the later, unless earlier terminated by reason of termination of this Agreement.

D. USSC's Initial Payment. USSC will pay to LICENSOR on the Effective Date the sum of [CONFIDENTIAL TREATMENT REQUESTED] /*/ Dollars ($[CONFIDENTIAL TREATMENT REQUESTED]/*/). This payment will be made to Spinnaker R&D Associates.

E. LICENSOR's Initial Disclosures. LICENSOR shall furnish to USSC (1) on or prior to the Effective Date, a copy of its files and its attorney's files concerning the PATENTS including all opinions of counsel; (2) within forty-five (45) days after the Effective Date, Five Hundred (500) each of the MICRO CLIPS, MEZZO CLIPS and MACRO CLIPS, plus five (5) applicators for each size, each suitable for placing the MICRO CLIPS, MEZZO CLIPS and MACRO CLIPS. USSC shall reimburse LICENSOR for the time and materials required to supply USSC with said clips and applicators but the total cost to USSC is not to exceed Fifteen Thousand Dollars ($15,000); and (3) within forty-five (45) days after the Effective Date, full and complete disclosure of all information and knowledge of whatever kind or description relating to the LICENSED PRODUCTS, the LICENSED PROCESSES and TECHNICAL INFORMATION which LICENSOR has on the Effective Date. Such disclosure shall include, without limitation, a copy of all histological,, biochemical or other written studies, clinical or other trials, tests, prototypes, models, videos, photographic film or slides, reports, computerized data, drawings, patent applications, opinions of patent and FDA (defined below) counsel, testimonials of surgeons and any other material, documentary or otherwise, relating to any of the foregoing. LICENSOR covenants and agrees to promptly furnish to USSC all IMPROVEMENTS together with the foregoing types of information and knowledge conceived or developed by the INVENTORS during the term of this Agreement.

F. Earned Royalties. USSC shall pay royalties to LICENSOR in the manner provided hereunder, such payments shall be based on NET SALES of ROYALTY PRODUCTS in accordance with the following schedule:

CALENDAR YEAR NET SALES (U.S. DOLLARS)	Royalty Rate as Percent of NET SALES
Up to and including [CONFIDENTIAL TREATMENT REQUESTED] /*/	[CONFIDENTIAL TREATMENT REQUESTED] /*/
Over [CONFIDENTIAL TREATMENT REQUESTED] /*/	[CONFIDENTIAL TREATMENT REQUESTED] /*/

G. Exceptions to Royalties. It is agreed that royalties shall not be due under this Agreement for any ROYALTY PRODUCTS which are used by USSC solely for the purpose of clinical testing, market testing, product testing, promotion or advertising.

H. Single Payment. In no event shall more than a single royalty payment be due on any ROYALTY PRODUCT.

I. Minimum Royalties. Subject to the terms of this Agreement and for so long as this License is in effect, USSC shall be obligated to pay to LICENSOR the following minimum royalty according to the following schedule and subject to the stated conditions:

1993 CALENDAR YEAR	$[CONFIDENTIAL TREATMENT REQUESTED] /*/
1994 CALENDAR YEAR	$[CONFIDENTIAL TREATMENT REQUESTED] /*/
1995 CALENDAR YEAR and remaining CALENDAR YEARS until termination of this Agreement	$[CONFIDENTIAL TREATMENT REQUESTED] /*/

The payments called for above shall be prorated on a CALENDAR QUARTERLY basis. A CALENDAR QUARTER's minimum royalty payment shall be due and payable within sixty

(60) days after the end of such CALENDAR QUARTER. USSC shall be deemed to satisfy in full the foregoing obligation if such amounts are timely paid whether or not there are any NET SALES.

J. Duration and Timing of Payments. Royalties on a ROYALTY PRODUCT shall be due and payable to LICENSOR during the term of the License, as set forth in this Agreement. At the expiration of the term or upon the earlier termination of the license granted by this Agreement, no further royalties will be required to be made by USSC to LICENSOR hereunder. Royalties which are payable under Article II, Section F above ("Earned Royalties") shall be paid on a quarterly basis within sixty (60) days after the end of the CALENDAR QUARTER. To the extent Earned Royalties are in excess of the Article II, Section I minimum royalty in a CALENDAR QUARTER, such CALENDAR QUARTER's minimum royalty obligation shall be deemed to have been satisfied in full and such excess shall be credited against minimum royalty in other CALENDAR QUARTERS of that CALENDAR YEAR, but not be carried forward or credited against minimum royalty in any other CALENDAR YEAR. To the extent a CALENDAR QUARTER's minimum royalty exceeds Earned Royalties for such CALENDAR QUARTER, USSC shall be entitled to carry forward and credit such excess against Earned Royalties in subsequent CALENDAR QUARTERS of that CALENDAR YEAR, but no part of the minimum royalty for a CALENDAR YEAR shall be carried forward or credited against Earned Royalties in a subsequent CALENDAR YEAR.

K. Manner of Payments. All royalty payments under this Agreement will be made to Spinnaker R&D Associates.

L. Record Keeping. USSC shall keep complete and accurate records of the sale of ROYALTY PRODUCTS with respect to which royalty is payable according to this Agreement

and, within sixty (60) days following each quarterly period of a CALENDAR YEAR during which royalties are due under this Agreement, USSC shall render to LICENSOR a written report setting forth the amount of royalty due and payable on such ROYALTY PRODUCTS during such quarterly period, and USSC shall, upon rendering such report, remit to LICENSOR the amount of royalty shown thereby to be due.

M. Inspection. USSC shall provide to LICENSOR each CALENDAR YEAR and at USSC's expense a letter ("Verification Letter") from an independent accounting firm verifying the calculation of periodic royalties due under this Agreement. In lieu of the aforesaid letter, LICENSOR shall have the right to nominate an independent accounting firm of nationally recognized standing acceptable to and approved by USSC (such approval not to be unreasonably withheld), who shall have access to the records of USSC and those of its AFFILIATES having a license or separate agreement pursuant to this Agreement. Such examination shall occur during business hours and not more than once a year and solely for the purpose of verifying the royalties payable as provided for in this Agreement. Unless written objection is made by LICENSOR and delivered to USSC within sixty (60) days after delivery to LICENSOR of the Verification Letter or the completion of examination by the accountants selected by LICENSOR, then calculation of periodic royalties paid by USSC prior to the date of such Verification Letter or date of such examination shall be final and binding on the parties, except insofar as adjusted or corrected as a result of USSC's regular annual audit. Any information provided to or inspected by LICENSOR's accountants shall be treated as USSC's Confidential Information subject to Article IV Paragraph A. The accountants shall disclose to LICENSOR only information relating to the accuracy of the royalty report and the royalty payments made according to this Agreement. The fees and expenses of such accountants selected by LICENSOR shall be borne solely by LICENSOR.

N. Royalties in U.S. Dollars. Royalties on United States sales and all other payments to be made to LICENSOR by USSC under this Agreement shall be made in U.S. Dollars, or in such other currency ("foreign currency") as both parties mutually agree upon. Any royalties payable hereunder on sales outside the United States by USSC will be payable to LICENSOR in United States Dollars and will be computed by multiplying the foreign currency sales by the average rate of exchange for the previous quarter of the currency of the country to the U.S. Dollar for the quarter in which the sales are made based on the daily foreign currency exchange rates reported in the New York Times. Such U.S. Dollar translated sales will then be included with other sales for computation of the royalties. In the event that USSC extends its license under this Agreement to any AFFILIATE of USSC or other party, or LICENSOR enters into a separate agreement with any AFFILIATE of USSC or other party pursuant to this Agreement, such AFFILIATE or other party shall pay the royalty to USSC in accordance with the provisions of this Agreement (or the separate agreement) in United States Dollars in the same manner as previously set forth. If the law or regulations of any country shall at any time operate or prohibit the transfer of funds therefrom to the United States, LICENSOR shall have the option to require USSC to make payment hereunder on account of sales in such country by depositing local currency to the account of LICENSOR in a bank in said country acceptable to LICENSOR and notify LICENSOR to such effect and, in such case, USSC shall thereafter cooperate with LICENSOR by all lawful means to obtain lawful release of said funds to LICENSOR (provided that LICENSOR shall reimburse USSC for all out of pocket expenses incurred by it in providing such assistance) but shall have no further responsibility therefor.

O. Taxes. Any sum required under United States tax laws (or the tax laws of any other government) to be withheld by USSC from payment for the account of LICENSOR shall be promptly paid by USSC for and on behalf of LICENSOR to the appropriate tax authorities, and USSC shall, furnish LICENSOR with official tax receipts or other appropriate evidence issued by the appropriate tax authorities sufficient to enable LICENSOR to support a claim for income tax credit in respect of any sum so withheld. This same provision shall also apply to any AFFILIATE of USSC or other party sublicensed pursuant to this Agreement with relation to the tax laws of the respective country or countries in which such AFFILIATE is doing business.

P. Direct License to AFFILIATE. USSC may request at any time to have LICENSOR grant the applicable rights in any particular country to an AFFILIATE of USSC, and LICENSOR shall, whenever requested by USSC enter into direct agreements with such designated AFFILIATES whereby said AFFILIATE will be obligated to remit its payments due for sales in such country directly to LICENSOR, and LICENSOR shall execute such formal direct agreement documents as USSC may request which may be necessary to effect such purposes, provided that in any such case USSC shall guarantee the performance of its AFFILIATE under such direct agreement, and further provided that the formal direct agreement shall provide for the same terms as this Agreement insofar as such terms are lawful under the applicable laws and regulations of the particular country. In the event that laws of a particular country require any deviation from the terms of this Agreement, LICENSOR and USSC shall negotiate such appropriate substitute terms as may be required.

Q. Third Party Patents. If the manufacture, use or sale of LICENSED PRODUCT, LICENSED PROCESS, TECHNOLOGICAL INFORMATION, PATENT, and IMPROVEMENTS in connection with a ROYALTY PRODUCT by USSC, its affiliates,

subsidiaries or permitted assigns pursuant to Article 3, Paragraph G results in a claim, lawsuit or other legal action by a third party for infringement, the party receiving such claim, lawsuit or other legal action shall immediately notify the other party in writing. Subject to fulfillment by LICENSOR of its notice obligations pursuant to the immediately preceding sentence, and the correctness of LICENSOR's representation and warranty, set forth in Article III, Paragraph Q(5), USSC shall defend LICENSOR against such claim, lawsuit or other legal action. USSC shall have the right to conduct the legal defense, or to enter into any settlement agreements, as it, in its sole discretion, deems appropriate. LICENSOR may participate in the lawsuit or other legal action through its own attorney at LICENSOR'S sole cost and expense. LICENSOR agrees to cooperate with USSC in its defense of any such claim. During the pendency of such claim, lawsuit or other legal action, USSC shall have the right after giving LICENSOR the above described notice to pay over to an escrow agent one hundred percent (100%) of the 1993 minimum royalty and earned royalties on 1993 worldwide NET SALES of the allegedly infringing ROYALTY PRODUCT, and, with respect to each subsequent year, fifty percent (50%) of minimum royalties and earned royalties on worldwide NET SALES of the allegedly infringing ROYALTY PRODUCT. The escrow agent shall have binding instructions to invest such amounts in an interest-bearing account and to release same as follows: (a) to third party(s), if, any, for awarded damages, costs and expenses in such lawsuit or legal action pursuant to such award, (b) to third party(s), if any, with whom USSC settles any such claim, lawsuit or other legal action to the extent required by the terms of such settlement, and (c) to pay fifty percent (50%) of USSC's legal costs and expenses as and when billed to USSC in connection with any such claim, lawsuit or other legal action, with the balance, if any,

to be released to LICENSOR after final determination of and reduction for all of the foregoing. Any other instructions to the escrow agent shall be mutually agreed upon by LICENSOR and USSC. Assuming LICENSOR has not breached or defaulted on this Agreement, LICENSOR's liability for such award, amounts paid in settlement and USSC's legal costs and expenses shall be limited to one hundred percent (100%) of the amounts in escrow pursuant to this Paragraph, plus fifty percent (50%) of all future minimum and earned royalties payable to LICENSOR under this Agreement. Such future minimum and earned royalties shall be subject to escrow in accordance with this Paragraph.

R. Third Party Infringement. In the event it appears any third party infringes any patent comprised within the PATENTS OR IMPROVEMENT PATENTS, USSC shall notify LICENSOR in writing or, as the case may be, LICENSOR shall notify USSC in writing, and the parties shall discuss the possible courses of action. USSC, upon written notice to LICENSOR, shall have the primary right to initiate a legal action or proceeding for infringement against the unlicensed party or parties at USSC's own cost and expense and for its own benefit. LICENSOR agrees to render reasonable assistance to USSC in any legal action or proceeding instituted by USSC under this paragraph. Furthermore, USSC shall keep LICENSOR informed of any legal action or proceeding brought by USSC pursuant to this Paragraph and provide LICENSOR the opportunity to participate in such action or proceeding and any proposed settlement thereof; provided however, the final decision with regard to such action or proceeding or settlement shall be in USSC's discretion. The right to sue infringers accorded to USSC is limited to USSC and shall not belong to any sublicensee or AFFILIATE of USSC, although USSC shall retain the right to Join any AFFILIATE or sublicensee to any legal action or proceeding contemplated by this Paragraph. Notwithstanding the right of USSC to sue patent infringers, this Agreement shall

not be construed as assigning any proprietary rights in LICENSED PRODUCTS, LICENSED PROCESSES or TECHNICAL INFORMATION to USSC. USSC expressly acknowledges that LICENSOR retains full ownership of all proprietary rights in LICENSED PRODUCTS, LICENSED PROCESSES, and TECHNICAL INFORMATION, except as to such improvements as may be originated and owned by USSC or may be jointly originated and owned by LICENSOR and USSC.

Any monetary recovery in any patent infringement action or proceeding brought by USSC for infringement of any PATENTS or IMPROVEMENT PATENTS, shall inure solely to the benefit of USSC. If there is a monetary recovery, LICENSOR shall be reimbursed for its out of pocket expenses, excluding attorneys fees and expenses, in rendering assistance to USSC. In the event that USSC shall fail, within a period of six (6) months after receiving or issuing written notice of an apparent infringement, to initiate a legal action or proceeding or to commence settlement negotiations with respect to such apparent infringement, LICENSOR shall have the right but not the obligation to initiate a legal action or proceeding for infringement against the unlicensed party or parties at LICENSOR's own cost and expense. USSC agrees to render reasonable assistance to LICENSOR in any legal action or proceeding instituted by LICENSOR under this Paragraph. LICENSOR shall keep USSC informed of any legal action or proceeding brought by LICENSOR pursuant to this Paragraph and provide USSC the opportunity to participate in such action or proceeding and any proposed settlement thereof; provided however, the final decision with regard to such action or proceeding or settlement shall be in LICENSOR's discretion.

Any monetary recovery in any such action or proceeding brought by LICENSOR for infringement of any PATENTS or IMPROVEMENT PATENTS shall inure solely to the benefit

of LICENSOR. If there is a monetary recovery, USSC shall be reimbursed for its out of pocket expenses, excluding attorneys fees and expenses, in rendering assistance to LICENSOR.

S. Products Liability. USSC will indemnify LICENSOR against all losses, liabilities, lawsuits, claims, expenses (including attorneys' fees), costs, and judgments incurred through personal injury, property damage (excluding third party patent claims), or other claims of third parties, arising from the design, manufacture, use, or sale of ROYALTY PRODUCTS under this Agreement.

ARTICLE III - GENERAL PROVISIONS

A. Confidentiality. Both parties. agree to retain in confidence TECHNICAL INFORMATION and any other proprietary, trade secret information (collectively, "CONFIDENTIAL INFORMATION") received from the other party and clearly marked as proprietary for a period of five (5) years from the date this Agreement is terminated. The existence, terms and conditions of this Agreement shall be deemed CONFIDENTIAL INFORMATION of each of the parties subject to Article III, Paragraph L. Both parties agree not to disclose CONFIDENTIAL INFORMATION to third parties and not use CONFIDENTIAL INFORMATION except in accordance with this Agreement. Both parties' obligation of non-disclosure and non-use shall not apply to CONFIDENTIAL INFORMATION which (a) at the time of disclosure is in the public domain, (b) after disclosure is published or otherwise becomes part of the public domain through no fault of the receiving party but only after it is published or otherwise becomes part of the public domain, (c) the receiving party can show was in its possession at the time of disclosure, (d) the receiving party can show was received by it from a third party having the right to disclose CONFIDENTIAL INFORMATION to the receiving party or, (e) was obtained by inspection of a product which is or becomes available in

the open market or otherwise, as demonstrated by documentation was developed independently of the CONFIDENTIAL INFORMATION.

USSC may disclose during the period of this Agreement LICENSOR'S CONFIDENTIAL INFORMATION to third parties provided that prior to such disclosure, USSC shall obtain from said third party a signed agreement of non-disclosure and non-use (except for the purposes of this Agreement) covering CONFIDENTIAL INFORMATION.

B. FDA Interaction; Government Approvals and Marketing . Following USSC's exercise of its option under this Agreement, interaction with the U.S. Food and Drug Administration ("FDA") concerning the ROYALTY PRODUCTS shall be conducted solely by USSC and that for purposes of any filings with the FDA concerning the ROYALTY PRODUCTS, USSC shall be the sole official company sponsor. LICENSOR shall, upon USSC's request, assist USSC with FDA interaction concerning the ROYALTY PRODUCTS provided that USSC shall reimburse LICENSOR for all out of pocket expenses (other than attorneys' fees and expenses unless USSC expressly requests such legal assistance) in connection therewith. [CONFIDENTIAL TREATMENT REQUESTED] /*/ shall have the [CONFIDENTIAL TREATMENT REQUESTED] /*/, at [CONFIDENTIAL TREATMENT REQUESTED] /*/, for obtaining any government approvals that may be required for the investigation or marketing of ROYALTY PRODUCTS in the TERRITORY. Notwithstanding anything contained in this Agreement to the contrary, USSC shall have no liability to LICENSOR for delay or failure to develop, manufacture, have manufactured, use, sell or otherwise dispose of or commercialize the SURGICAL CLIP TECHNOLOGY or for failure to seek or procure any FDA approvals. USSC shall have the unqualified right at any time to cease all marketing efforts or all efforts to obtain FDA approvals. Nothing herein shall prevent

USSC from setting its own prices for ROYALTY PRODUCTS or determining USSC's marketing policies and practices in its sole discretion.

C. Patents. On and after the Effective Date, USSC shall be responsible (including payment of all costs and fees, including attorneys' fees) for prosecution and maintenance of all Patents and Patent Rights plus the preparation, filing, and prosecution of any other patent applications and maintenance of patents covering IMPROVEMENTS reported to USSC by LICENSOR after the Effective Date during the term of this Agreement. During the term of this Agreement, in the event LICENSOR wishes to publish TECHNICAL INFORMATION, LICENSOR shall report to USSC with reasonable promptness and, in any event, no less than six (6) months prior to any intended publication date,, all inventions made by the INVENTORS within the SURGICAL CLIP TECHNOLOGY. The decision whether to file a patent application or maintain a patent on such inventions shall be solely that of the LICENSOR who shall consult with USSC and reasonably take USSC's recommendations into consideration. If USSC fails to reasonably concur in a decision to file a patent application, continue prosecution of a patent application, use reasonable efforts to obtain patent issuance, or timely pay to maintain a patent and thus pay for all of the costs and fees connected there with, the invention covered thereby shall not be deemed part of this Agreement in the involved country, and USSC and its sublicensees, if any, shall have no rights whatsoever, in the involved country.

It is specifically understood by the parties that not all of the ROYALTY PRODUCTS, LICENSED PRODUCTS or LICENSED PROCESS (other than those PATENTS specifically represented by LICENSOR in Exhibit A as issued in the specifically named jurisdiction) may be patentable either in the United States or in any foreign country. No party to this Agreement is relying upon any expectation of the issuance of any patent, as a basis for its decision to execute

this Agreement. It is the intent of the parties that this Agreement shall be fully valid and enforceable for any LICENSED PRODUCTS and LICENSED PROCESSES for which no patents are obtained.

USSC shall see to it that all patented ROYALTY PRODUCTS sold by USSC or any AFFILIATE or sublicensee of USSC shall be appropriately marked with the applicable patent numbers, in conformity with applicable law.

D. Trademarks. USSC as it deems appropriate, shall originate, select and apply to register one or more trademarks under which the ROYALTY PRODUCTS shall be solely and distributed by USSC or its subsidiaries, Affiliates and licensees. Such trademarks shall be the exclusive property of USSC or its designees, which shall be solely responsible for all prosecution, defense, maintenance and costs relating to same. All decisions relative to such trademarks shall be made by USSC. LICENSOR shall bear no responsibility for any of the costs and efforts associated with the selection, searching, registration, licensing and protection of such trademarks. LICENSOR shall not use, or assert any claim in, any of such trademarks or any trademark confusingly similar to any of such trademarks.

E. Publications. The INVENTORS shall submit, and shall cause everyone under their direction to submit, all proposed publications of any data or information involving or relating to Surgical Clip Technology to USSC at least (30) days prior to submission for publication or disclosure to a third party, for review by USSC. If USSC, for good reason, (such as disclosure of critical information or possible conflict with USSC development and commercialization program), requests the postponement of such publication, the authors of the publication will postpone such publication for at least sixty days. If USSC requests a delay of publication for more than sixty days, which request is not acceded to by the authors, the dispute

will be submitted to arbitration in accordance with this Agreement for resolution, after consultation with Spinnaker.

F. Termination.

(1) USSC shall have the right to terminate this Agreement in its entirety and without penalty at any time upon the giving of notice set forth in Paragraph F(3) of this Article. Upon termination of this Agreement, USSC shall have no further rights to the LICENSED PRODUCTS, LICENSED PROCESS, PATENTS and IMPROVEMENT PATENTS or TECHNICAL INFORMATION or any further royalty or other obligations with respect thereto, including without limitation any future minimum royalty otherwise payable hereunder. However, USSC shall pay to LICENSOR all accrued and unpaid earned or minimum royalty due upon as of the termination date including, with respect to the minimum royalties, a pro rata portion thereof based on the number of days in such calendar quarter. However, USSC shall be allowed to sell any existing inventory of ROYALTY PRODUCTS at time of termination and for six (6) months thereafter provided USSC accounts for such sales and pays LICENSOR the appropriate royalty payments for such sales as set forth in this Agreement.

(2) LICENSOR shall have the right to terminate the License any time the minimum royalty or earned royalty required to be paid pursuant to this Agreement is not paid or otherwise satisfied in accordance with this Agreement. The length of the notice period for purposes of this Paragraph F(2) only shall be ten (10) days.

(3) If USSC elects to terminate this Agreement pursuant to Paragraph F(l) of this Article, USSC shall provide to LICENSOR written notice of the termination at least sixty (60) days prior to the termination.

(4) Except as set forth in Paragraph F(2) above, either party may terminate this Agreement upon sixty (60) days written notice for any material breach or default of the other party hereto which shall include, without limitation, if any of the representations and warranties of the other party shall be incorrect in any material respect. Said notice shall become effective at the end of said period unless during said period the party in breach shall cure such breach or default, if such breach or default can be cured within such period.

(5) LICENSOR may terminate this Agreement if USSC is involved in insolvency, dissolution, bankruptcy or receivership proceedings affecting the operation of its business, except in the event a petition is filed against USSC in which event the LICENSOR's right to terminate this Agreement shall accrue only if such petition is not dismissed or stayed within sixty (60) days after filing.

G. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors to the entire assets and business of the respective parties hereto. This Agreement or part thereof may be assigned by either party to an AFFILIATE of such party provided that the assigning party guarantees the full performance by such AFFILIATE of the Agreement. USSC may further assign its rights and obligations under this Agreement to a financially responsible third party in connection with a complete transfer of the business to which this Agreement pertains. The assigning party will so inform the other party to this Agreement without delay of any assignment made in accordance with the conditions of this Agreement. This Agreement shall not otherwise be assignable by either party without the prior written consent of the other party. Any and all assignments of this Agreement or any interest therein not made in accordance with this paragraph shall be void.

H. Force Majeure. Neither party shall be liable for failure to perform as required by any provision of this Agreement where such failure results from a cause beyond such party's reasonable control such as acts of God, regulation or other acts of civil or military authority, required approval of government bodies, fires, strikes, floods, epidemics, quarantine restrictions, riot, delays in transportation and inabilities to obtain necessary labor, materials, or manufacturing facilities: In the event of any delay attributable to any of the foregoing causes, the time for performance affected thereby shall be extended for a period equal to the time lost by reason of such delay.

I. Notice. Any notice required or permitted to be given by this Agreement shall, unless otherwise provided for in this Agreement, be given by registered or certified mail or an equivalent form of mailing with postage prepaid and addressed to the proper party as follows:

If to LICENSORS: Spinnaker R&D Associates
5300 DTC Parkway
Suite 270
Englewood, Colorado 80111
Attn: Lowell A. Hare
Managing General Partner

If to USSC: United States Surgical Corporation
150 Glover Avenue
Norwalk, CT 06856
Attn: Thomas R. Bremer
Vice President & General Counsel

J. Failure to Enforce. Failure of a party to enforce at any time for any period any of the provisions of this Agreement shall not be construed to be a waiver of such provision or the right of such party thereafter to enforce each such provision.

K. Inoperable Provision. In the event any provision or provisions of this Agreement shall be inoperable either by operation of law or otherwise, the remainder of this Agreement shall remain in full force and effect.

L. Publicity. Both parties agree not to publicize or advertise the existence of this Agreement to third parties without the prior written consent of the other party hereto except if required by a bona fide order of a court or competent government authority.

M. Entire Agreement. This Agreement sets forth the entire understanding between the parties in respect to the subject matter hereof and supercedes all prior agreements, arrangements, or understandings related to said subject matter, and there are no promises, representations, conditions, provisions or terms related thereto other than these set forth in this Agreement. This Agreement may not be changed, modified or amended except by a writing signed by both parties hereto.

N. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Chicago, Illinois in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in the Court having jurisdiction thereof. Arbitration proceedings must be instituted within [CONFIDENTIAL TREATMENT REQUESTED] /*/ ([CONFIDENTIAL TREATMENT REQUESTED] /*/) after the aggrieved party knew or reasonably should have known of such claimed breach. The failure to institute arbitration proceedings within such period shall constitute an absolute bar to the institution of proceedings and a waiver of such breach. A party contesting any payment or issue under this Agreement, (i) who continues to comply with all other payment obligations and provisions of this Agreement, and (ii) who pays over any such contested amount to a bank escrow agent (with binding instructions to invest such amount in an interest-bearing account and to release same only pursuant to agreement of the parties or final unappealable judgment of a court of competent jurisdiction) shall not be considered in breach of this Agreement for purposes of giving rise to any right of termination in the other party until there is

a final judgment of a court of competent jurisdiction adverse to such contesting party with which judgment such party has failed to comply within fifteen (15) after written notice thereof.

O. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of Delaware.

P. Warranties. LICENSOR hereby represents and warrants as follows:

(1) No patent application (that has not been abandoned) has been filed by it or on its behalf on or prior to the date of this Agreement for any device intended or suitable for clinical applications to vessels or any device intended or suitable for use in connection with any such device, other than as set forth in Exhibit A.

(2) LICENSOR is the owner of full legal and beneficial title to all rights pertaining to the LICENSED PRODUCTS, the LICENSED PROCESSES and TECHNICAL INFORMATION including, without limitation, the Patents and patent application set forth in Exhibit A attached, hereto and incorporated herein. This Agreement has been approved and ratified in form and substance by each of Spinnaker R&D Associates, the University of New Mexico, Wolff M. Kirsch, M.D., Yong Hua Zhu, M.D., and Robert B. Cushman. Spinnaker R&D Associates is duly authorized to enter into this Agreement on behalf of each of the foregoing persons and entities. LICENSOR has delivered to USSC on or prior to the Effective Date letters from Drs. Kirsch and Zhu, Mr. Cushman and the University of New Mexico in the form set forth in Exhibit B.

(3) LICENSOR shall have delivered to USSC prior to the Effective Date of, this Agreement copies of all third party confidentiality agreements with respect to the SURGICAL CLIP TECHNOLOGY. All such copies and the documents delivered and to be delivered to USSC pursuant to Article II Paragraph E shall be true and complete.

(4) USSC shall not be liable to any person as a result of any action taken by LICENSOR or its agents, for any fee, commission or claim of any sort as a result of that person acting as a broker, finder or intermediary in connection with the subject matter of this Agreement.

(5) LICENSOR has no agreement with any third party which, if enforceable and enforced, terminated or modified might adversely affect the rights granted to USSC hereunder, except as set forth in Exhibit C, but none of such parties shall have any rights hereunder or be deemed a third party beneficiary hereof. LICENSOR represents and warrants that to the best of its knowledge there are no actions, suits, proceedings, investigations or claims, pending or threatened, to the proprietary rights of LICENSOR or the rights granted to USSC pursuant to this Agreement and that it has no knowledge and has received no legal opinion that the manufacture, use or sale of the LICENSED PRODUCTS, LICENSED PROCESS or TECHNICAL INFORMATION infringes the patent rights of any third party.

Except as set forth above, LICENSOR EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES OF ANY KIND REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION OF THE GENERALITY OF THE FOREGOING, ANY WARRANTIES AS TO UTILITY OR PATENTABILITY OF ANY LICENSED PRODUCTS, LICENSED PROCESS OR TECHNICAL INFORMATION ANY WARRANTIES OF NONINFRINGEMENT OF ANY THIRD PARTY PATENTS, OR ANY WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, FOR ANY OF THE ROYALTY PRODUCTS, LICENSED PRODUCTS, LICENSED PROCESS or TECHNICAL INFORMATION WHICH MAY BE MADE AND DISTRIBUTED BY OR FOR USSC.

Q. Proprietary Rights. USSC and LICENSOR affirm their understanding that the LICENSED PRODUCTS, LICENSED PROCESS and TECHNICAL INFORMATION defined in this Agreement reflect, and are the product of, trade secrets and confidential intellectual property of the LICENSORS and that any new invention, modification or improvement, relating to the ROYALTY PRODUCTS, the LICENSED PRODUCTS, LICENSED PROCESS or TECHNICAL INFORMATION independently developed or conceived and reduced to practice solely by USSC either prior to or during the term of this Agreement (each a "USSC Invention") shall be the exclusive property of USSC, although to the extent same shall be part of a ROYALTY PRODUCT a royalty shall be due to LICENSOR as set forth in this Agreement.

R. No Agency. Nothing in this Agreement authorizes either LICENSOR or USSC to act as agent for the other as to any matter, or to make any representations to any third party indicating or implying the existence of any such agency relationship. LICENSOR and USSC shall each refrain from any such representations. The relationship between LICENSOR and USSC is that of independent contractors.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective duly authorized officers the day and year first above written.

LICENSEE:

UNITED STATES SURGICAL CORPORATION

Date: January 31, 1992

/s/ Robert A. Knarr
Robert A. Knarr,
Vice President Marketing

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

On this 31st day of January, 1992 before me, a notary public, personally appeared Robert A. Knarr to me known who by me duly sworn, did depose and say that he is the Vice President, Marketing of United States Surgical Corporation, the corporation described in and which executed the foregoing instrument for the purposes and the consideration therein expressed in the capacity therein stated and as the act and deed of the Corporation.

/s/ Luanne M. Meade

Luanne M. Meade
Notary Public
My Commission Expires: 3/31/92

LICENSOR:

SPINNAKER. R&D ASSOCIATES, on behalf of itself and the University of New Mexico, Wolff M. Kirsch, M.D., Yong. Hua Zhu, M.D. and Robert B. Cushman

Date: February 10, 1992

/s/ Lowell A. Hare

Lowell A. Hare,
Managing General Partner

STATE OF COLORADO

COUNTY OF ARAPAHOE

On this 10th day of February, 1992 before me, a notary public, personally appeared Lowell A. Hare to me known, who by me duly sworn, did depose and say that he is the Managing General Partner of Spinnaker R & D Associates, the New Mexico general partnership described in and which executed the foregoing instrument for the purposes and the consideration therein expressed in the capacity therein stated and as the act and deed of said general partnership.

/s/ Ann W. Thomas

Notary Public
My Commission Expires: June 26, 1992

KIRSCH, ET AL. INVENTIONS RELATING TO SURGICAL MICROCLIP

HWG No.	Country	Serial No.	Filing Date	Patent No.	Issue Date
SURGICAL MICROCLIP (MC-002)					
A-1613	USA	556,917	12/01/83	4,586,503	05/06/86
F-1825	Britain	8,428,755	11/14/84	2,150,440B	02/18/87
F-1832	Canada	469,012	11/30/84	1,251,113	03/14/89
F-1826	France	84 18256	11/30/84	84 18256	03/30/90
F-1831	Germany	P3443367.8	11/28/84	34 43 367	03/09/89
F-1827	Italy	84146 A/84	11/30/84	1,181,465	09/30/87
F-1828	Sweden	8406053-2	11/30/84	454,321	08/04/88
SURGICAL CLIP, APPLIER AND METHOD (MC-013)					
A-2021	USA	787,101	10/15/05	4,733,664	03/29/88
A-2808	USA (Div)	135,445	12/21/87	4,929,240	05/29/90
F-2491	Australia	63250/86	09/30/86	593581	09/30/86
F-2492	Brazil	PI86 05015	10/14/86		
F-2501	Britain	8623961	10/06/06	2,181,356	09/27/89
F-2493	Canada	519,371	09/30/86	1,280,329	02/19/91
F-2494	France	86 14243	10/14/86	86,14243	12/29/89
F-2495	Germany	P3633124.4	09/30/86		
F-2496	India	268/BOM/86	09/24/86	165,360	09/24/86
F-2497	Italy	84144 A/86	10/15/86	1,218,121	04/12/90
F-2498	Japan	61-243339	10/15/86		
F-2499	S. Africa	86/7462	09/30/86	86/1462	08/26/87
F-2500	Sweden	86 04346-0	10/14/86		
F-2500.D	Swed (Div)	90 00183-5	01/19/90		
SYSTEM FOR APPLYING A DEFORMABLE PLASTIC CLIP (MC-036)					
A-3093	USA	07/319,297	03/06/89	4,983,176	01/08/91
F-3806	China	90101229.7	03/06/90		

F-3809.PCT – PCT/US90/01043 was filed 03/06/90 in Austria, Belgium, Federal Republic of Germany, France, United Kingdom, Italy, Luxembourg, Netherlands, Sweden, and Japan.

EVERTING FORCEPS (MC-047)					
A-3293	USA	309,372	02/13/89	4,950,281	08/21/90
F-3808	China	90100824.9	02/10/90		

F-3811.PCT. – PCT/US90/01044 was filed 03/06/90. in Austria, Belgium, Switzerland and Liechtenstein, Federal Republic of Germany, France, United Kingdom, Italy, Luxembourg, Netherlands, Sweden, and Japan.

MULTIPURPOSE SURGICAL TOOL (MC-048)			
A-3292	USA	07/479,567	02/14/90

F-3292.PCT – PCT/US91/00844 was filed 02/12/91 in Austria, Belgium, Switzerland and Liechtenstein, Federal Republic of Germany, France, United Kingdom, Italy, Luxembourg, Netherlands, Sweden, Canada, and Japan.

NERVE ANASTOMOSIS SLING AND METHOD (MC-063)			
A-4032	USA	07/631,954	12/21/90

Exhibit 10.10

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is made by and between LeMaitre Vascular, Inc., a Delaware corporation with an address at 63 Second Avenue, Burlington, Massachusetts (the "Company") and Joseph P. Pellegrino, an individual with a residence at 68 Beacon Street, Boston, Massachusetts (the "Executive") as of April 20th, 2006.

IN CONSIDERATION of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS.

"Board" means the Board of Directors of the Company.

"Cause" means any of (a) the Executive's continued failure to perform the Executive's duties with the Company for thirty (30) days after a written demand for performance is delivered to the Executive by the Company's Chief Executive Officer (the " CEO") or Chief Financial Officer (the "CFO") which specifically identifies the manner in which the Executive has not performed the Executive's duties, (b) the engaging by the Executive in acts of dishonesty or moral turpitude, illegal conduct or gross misconduct, including, without limitation, fraud, misrepresentation, theft, embezzlement, (c) the Executive's violation of company policy or refusal to follow a lawful directive of the CEO, the CFO or the Board, which violation or refusal is not remedied within ten (10) days after receipt of notice thereof from the Company, (d) the Executive's breach of this Agreement or the Employee Obligations Agreement, (e) the engaging by the Executive in conduct that is likely to affect adversely the business and/or reputation of the Company or (f) the death or Disability of the Executive.

"Change of Control" means a transfer of greater than fifty (50%) percent of the voting securities of the Company from the prior controlling parties to any other parties not directly or indirectly affiliated with such prior controlling parties, subject to the following: (a) Any event occasioned by the sale of voting securities to the public under the Securities Act of 1933 shall not constitute a "Change of Control" and from and after any such event a "Change of Control" shall not be deemed to have occurred, notwithstanding any other provision of this Agreement. (b) Any event occasioned by a corporate reorganization shall not constitute a "Change of Control." (c) The sale of all or substantially all of the assets of the Company shall constitute a "Change of Control."

"Compensation Committee" means the Compensation Committee of the Board.

"Disability" means the inability to engage in the performance of the Executive's duties with the Company for a period of at least one-hundred eighty (180) days in any three hundred sixty (360) day period by reason of a physical or mental impairment, with reasonable accommodations.

"Employee Obligations Agreement" means that certain Employee Obligations Agreement between the Company and the Executive dated April 20, 2006.

"Lump Sum Payment" shall mean a single payment of the applicable sum hereunder, paid to the Executive no later than thirty (30) days from the execution and delivery of the release referenced in Section 5.2(b).

"Severance Pay" shall mean: (a) in the event of a Termination prior to or on December 11, 2009, the greater of two (2) weeks of the Executive's base salary as of the date of Termination for each completed twelve-month period of the Executive's service prior to the Termination or $50,000; (b) in the event of a Termination following December 11, 2009, the greater of two (2) weeks of the Executive's base salary as of the date of Termination for each completed twelve-month period of the Executive's service prior to the Termination or $100,000; in all cases less applicable withholding and other taxes.

"Termination" means a termination of employment of the Executive by the Company without Cause. Notwithstanding anything to the contrary herein, a "Termination" shall not include termination of the employment of Executive in connection with a merger, reorganization, sale of the Company's business, assets or similar transaction, provided that the Executive is immediately rehired on comparable terms by the Company's successor entity. For the avoidance of doubt, a "Termination" shall not include a termination of employment of the Executive (a) by the Company for Cause; or (b) by the Executive.

2. EMPLOYMENT AND SCOPE.

2.1 The Company hereby employs the Executive and the Executive hereby accepts employment as Executive Vice President – Finance, on the terms and conditions more fully set forth herein. The Executive's initial responsibilities shall include but not be limited to acting as Executive Vice President – Finance and such other duties and responsibilities that may be assigned by the Company from time to time.

2.2 The Executive will use best efforts to faithfully, diligently and efficiently perform such duties on behalf of the Company consistent with such office as may be assigned to the Executive from time to time by the Company. The Executive agrees to abide by the reasonable rules, regulations, instructions, personnel practices and policies of the Company and any changes therein which may be adopted from time to time. The Executive's actions shall at all times be consistent with and further the interests of the Company. Under no circumstances will the Executive knowingly take any action contrary to the best interests of the Company.

3. PLACE OF WORK.

The Executive shall primarily perform the duties assigned hereunder at the Company's corporate headquarters, presently located in Burlington, Massachusetts.

4. COMPENSATION AND BENEFITS.

4.1 Compensation: The Executive's initial compensation package shall consist of the following:

(a) Salary: The Executive shall receive a base salary at a rate of $205,000 in 2006, such salary to be paid in accordance with the Company's normal payroll procedures and subject to applicable tax deductions and withholdings. The salary shall be reviewed annually in accordance with the Company's review policy. Modification of the Executive's salary, if any, shall be in the Company's discretion, consistent with industry norms, Company norms, and norms of the Company's Executive Committee (in all instances taking into account the Executive's Stock Option grant referred to in section 4.1 (c) below). Any modification is subject to the approval of the Compensation Committee and shall be notified to the Executive in writing.

(b) Bonus: The Executive shall be eligible to earn an annual performance bonus that shall, in 2006, equal $45,000 at plan, and shall in successive years approximate at plan eighteen (18%) percent of the Executive's then-current total cash compensation under Sections 4.1(a) and 4.1(b) hereof, based upon achievement of tangible, pre-determined success measures as may be designated by the Company from time to time. The Company shall determine the success measures annually, in consultation with Executive. Any modification is subject to the approval of the Compensation Committee and shall be notified to the Executive in writing.

(c) Stock Options: Subject to the prior approval of the Compensation Committee, the Executive shall receive (i) an Incentive Stock Option for 33,952 shares of the Company's Common Stock, vesting over 4 years, and (ii) a Non-Qualified Stock Option for 66,048 shares of the Company's Common Stock, vesting over 4 years, each at the then-current fair market value as determined by the Board of Directors. Such awards shall be governed by the Company's 2004 Stock Option Plan and shall be conditioned upon the Executive's execution of stock option agreements with the Company on the Company's then-current standard form, with such modifications as necessary to provide that, immediately following a Change of Control, one half of the Executive's then-unvested shares will immediately become vested.

4.2 Benefits: The Executive shall be eligible to receive the various benefits offered by the Company to its employees, including holidays, four (4) weeks vacation, medical, dental, disability, 401(k), and life insurance, and such other benefits as may be determined from time to time by the Company. These benefits may be modified or eliminated from time to time at the sole discretion of the Company. Where a particular benefit is subject to a formal plan (for example, medical insurance), eligibility to participate in and receive the particular benefit shall be governed solely by the applicable plan document.

4.3 Expenses: Executive shall be entitled to reimbursement for reasonable out-of-pocket expenses incurred for the Company's business (including travel and entertainment) in accordance with the policies, practices and procedures of the Company.

5. TERMINATION OF EMPLOYMENT

5.1 Employment-At-Will: The Executive acknowledges and understands that his employment with the Company is at-will and, subject to the Company's severance obligations set forth in Section 5.2 below, can be terminated by either party for no reason or for any reason not otherwise specifically prohibited by law. Nothing in this Agreement is intended to alter the Executive's at-will employment status or obligate the Company to continue to employ the Executive for any specific period of time, or in any specific role or geographic location.

5.2 Severance

(a) Upon a Termination of the Executive, provided that the Executive complies with Section 5.2(b) below, and subject to Section 6 below, the Executive shall receive the Severance Pay as a Lump Sum Payment.

(b) The receipt by the Executive of the Severance Pay shall be in full and final satisfaction of the Executive's rights and claims under this Agreement (or otherwise) and is subject to and conditioned upon (i) the Executive's delivery of a signed non-disparagement agreement and release of known and unknown claims related to the Executive's employment in a form satisfactory to the Company, (ii) the resignation by the Executive as an officer of the

Company, and (iii) the Executive's delivery to the Company of all property of the Company which may be in the Executive's possession, custody or control, all of which shall occur within thirty (30) days of a Termination otherwise the Executive shall forfeit his right to the Severance Pay.

6. EMPLOYEE OBLIGATIONS AGREEMENT.

The Executive hereby ratifies and confirms each of the terms of the Employee Obligations Agreement. If the Executive in any manner breaches the Employee Obligations Agreement, then the Company's duty to pay any Severance Pay to the Executive shall terminate and the Executive shall immediately reimburse the Company for any payment of Severance Pay previously delivered by the Company. The foregoing shall not be the Company's exclusive remedy for a breach of the Employee Obligations Agreement and shall be in addition to any other damages available at law or equity.

7. GENERAL

7.1 This Agreement shall be deemed to have been made in the Commonwealth of Massachusetts, shall take effect as an instrument under seal, and the validity, interpretation and performance of this Agreement shall be governed by, and construed in accordance with, the internal law of Commonwealth of Massachusetts, without giving effect to conflict of law principles.

7.2 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. This Agreement and the Employee Obligations Agreement contain the entire agreement of the parties relating to the subject matter hereof and supersede all oral or written employment, consulting, change of control or similar agreements between the Executive, on the one hand, and the Company, on the other hand. This Agreement may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives. This Agreement is binding upon and inures to the benefit of both parties and their respective successors and assigns, including any corporation with which or into which the Company may be merged or which may succeed to its assets or business, although the obligations of the Executive are personal and may be performed only by him.

7.4 The Executive's or the Company's failure to insist upon strict compliance with any provision of this Agreement or the failure to assert any right the Executive or the Company may have hereunder shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

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

EXECUTIVE

/s/ Joseph P. Pellegrino
Joseph P. Pellegrino

LEMAITRE VASCULAR, INC.

By: /s/ George W. LeMaitre
Name: George W. LeMaitre
Its: Chairman, President and CEO

Exhibit 10.20

THIRD AMENDED AND RESTATED TERM LOAN AGREEMENT

This Third Amended and Restated Term Loan Agreement (the "Agreement") is made as of May 20, 2006 between LEMAITRE VASCULAR, INC. formerly known as Vascutech, Inc., a Delaware corporation, having its principal place of business at 26 Ray Avenue, Burlington, Massachusetts 01803 (the "Borrower") and BROWN BROTHERS HARRIMAN & CO., having a place of business at 40 Water Street, Boston, Massachusetts 02109 (the "Bank").

WHEREAS, the Bank has previously made available to the Borrower a term loan in the original principal amount of $2,160,000 (the "$2.1MM Term Loan") in accordance with a Second Amended and Restated Term Loan Agreement dated as of April 11, 2003, by and between the Bank and the Borrower, as amended to date (the "Old Agreement");

WHEREAS, the Borrower has requested, and the Bank has agreed to modify certain of the financial covenants set forth herein and to provide other increased credit facilities to the Borrower, provided that the Old Agreement be amended and restated in its entirety;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Bank the Borrower agree to amend and restate the Old Agreement in its entirety as follows:

1.0. LOANS.

1.1 Amount of Loans. The Bank previously made a term loan to the Borrower in the original principal amount of $2,160,000 and with a current outstanding principal balance of $864,000 ("Term Loan A") (Term Loan A and any other loans provided hereunder are, collectively, the "Loans").

1.2 Loan Terms. Term Loan A shall have a Maturity Date of the earlier of:

a. April 11, 2008; or

b. Any date prior to that where the principal and interest balances are repaid in full, at which time Term Loan A shall be cancelled;

and shall be evidenced by a certain Amended and Restated Time Note (Secured) in the original principal amount of $ 864,000 dated as of May 20, 2006 executed by the Borrower in favor of the Bank, as amended or restated from time to time hereafter ("Note A") which amends and restates in its entirety an Amended, Restated and Combined Time Note (Secured) in the original principal amount of $2,160,000 dated as of April 11, 2003 executed by the Borrower in favor of the Bank.

1.3. Rate of Interest and Manner of Repayment. Term Loan A or any portion of the principal outstanding hereunder, shall at the Borrower's election from time to time in accordance with this Agreement, bear interest (i) at a per annum rate equal to the "Base Rate" (as defined herein) plus 50 basis points, adjusted daily (a "Term A Base Rate Loan") or, (ii) subject to the terms of this Agreement, at a per annum rate equal to LIBOR plus 350 basis points (a "Term A LIBOR Loan"). As used herein, "Base Rate" shall mean the rate announced by the Bank in Boston, Massachusetts as its base rate. As used herein, **"**LIBOR**"** rate means the percentage rate per annum equal to the offered quotation determined by the Bank from time to time as its LIBOR rate on the borrowing date for a 90 day interest period.

Interest on a Term A Base Rate Loan shall be payable monthly in arrears on the first day of each month, commencing on the first such date following the date hereof, and on the Maturity Date. Any change in the interest rate on a Term A Base Rate Loan resulting from a change in the Base Rate is to be effective at the beginning of the day of such change in the Base Rate. Interest on a Term A LIBOR Loan shall be payable quarterly in arrears on the 11th day of each quarter, commencing on the first such date following the date hereof and on the Maturity Date. On the 11th day of each such quarter hereunder and in accordance with the terms of this Agreement, the Borrower may request that the Bank adjust the interest rate to the then current LIBOR rate plus 350 basis points per annum for a subsequent quarterly period or the Borrower may elect to convert the principal outstanding thereunder to a Term A Base Rate Loan. Interest is calculated on the basis of actual days elapsed and a 360-day year.

Principal on Term Loan A shall be paid in consecutive quarterly installments of $108,000.00, beginning on July 30, 2003 and payable quarterly thereafter on each subsequent October 30th, January 30th, April 30th and July 30th, with the final payment due on April 11, 2008 in the amount of any remaining principal, accrued interest, costs, fees and such other sums as may then be due. Notwithstanding the foregoing provision, all outstanding principal, interest and other sums due hereunder shall be due and payable in full on the earlier of (i) demand and acceleration by the Bank following the occurrence of an Event of Default, (ii) the Maturity Date, or (iii) the completion of an initial public offering of the Borrower's stock. The Bank shall cancel and return Note A and release the collateral following repayment.

Any notice from Borrower of prepayment under this Agreement will oblige the Borrower to prepay in accordance with that notice. Other than as expressly set forth herein, a Loan may be prepaid hereunder at any time in whole or in part without penalty. A Term A LIBOR Loan may not be prepaid in whole or in part without a penalty. The Borrower agrees to compensate the Bank for any funding losses or other costs incurred as a result of the prepayment of a Loan, whether upon demand or otherwise, upon presentation by the Bank of a statement of the amount and setting forth the Bank's calculation thereof, which statement will be deemed true and correct absent manifest error. Any repayment or prepayment (as the case may be) shall be made together with all unpaid interest accrued on the amount of that repayment or prepayment together with such other costs as provided herein. The Borrower shall also pay the unwind costs associated with any then-outstanding interest rate contract between the Borrower and the Bank with respect to the Loan.

In the event that on any date on which the LIBOR rate with respect to Term Loan A would otherwise be set, the Bank shall have determined in good faith (which determination shall be final and conclusive) that adequate and fair means do not exist for ascertaining the LIBOR rate, or at any time the Bank shall have determined in good faith (which determination shall be final and conclusive) that:

(i) the making or continuation of any Loan at the LIBOR plus 350 basis points has been made impracticable or unlawful by (1) the occurrence of a contingency that materially and adversely affects the London Interbank Eurodollar Market, or (2) compliance by the Lender in good faith with any applicable law or

governmental regulation, guideline or order or interpretation or change thereof by any governmental authority charged with the interpretation or administration thereof or with any request or directive of any such governmental authority (whether or not having the force of law); or

(ii) the LIBOR rate shall no longer represent the effective cost to the Bank for US dollar deposit in the London Interbank Market for deposits in which it regularly participates;

then, and in any such event, the Bank shall forthwith so notify the Borrower thereof. Any principal amount outstanding under Term Loan A shall thereafter accrue interest at the rate per annum equal to the Bank's Base Rate, as adjusted daily. As used herein, "Base Rate" shall mean that rate of interest announced by the Bank from time to time in Boston, Massachusetts as its base rate.

The Borrower may not reborrow any principal repaid hereunder.

2.0. BORROWER'S REPRESENTATIONS AND WARRANTIES. The Borrower represents and warrants that:

2.1 **Incorporation, Qualification and Corporate Power.** The Borrower is a company duly organized, validly existing and in good standing under the laws of Delaware and is duly qualified and in good standing in the following states, which are the only states in which it is doing business: Arizona, Alabama, California, Colorado, Florida, Georgia, Indiana, Maryland, Massachusetts, Mississippi, Missouri, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Virginia, Washington, and Wisconsin, except where the failure to be so qualified or to be in good standing in any such state would not have a material adverse effect on the Borrower or on the Collateral. The Borrower has the corporate power to own its property and conduct its business as now conducted.

2.2 **Authorization.** The execution, delivery and performance of this Agreement are within the Borrower's corporate powers and have been duly authorized by such votes of the board of directors as applicable law requires. A certificate of the corporate secretary conclusively evidencing such votes is delivered herewith.

2.3 **Other Obligations.** The execution, delivery and performance of this Agreement are not in contravention of law nor of the terms of the Borrower's charter, by-laws, or any indenture, agreement or undertaking to which the Borrower is a party or by which it is bound.

2.4 **Records.** All incorporation papers and all amendments thereto of the Borrower have been duly filed and are in proper order. All books, records and reports of the Borrower, including but not limited to its minute books, by-laws, and books of account, are accurate and up to date. The Borrower has filed all federal and state tax returns required by law, except as accrued for on the Borrower's balance sheet as of March 31, 2006 or where the failure to so file would not have a material adverse effect on the Borrower or on the Collateral.

2.5 **Stock.** All capital stock issued by the Borrower which is outstanding has been properly issued and paid for.

2.6 **Title to Property.** With the exception of the items named below (and leased equipment), the Borrower owns all of its personal property and has good, clear and marketable title thereto, free and clear of all liens and encumbrances, and there are no outstanding commitments of the Borrower to sell, mortgage, lease or otherwise dispose of said property other than in the ordinary course of business.

2.7 **Office.** The Borrower's principal place of business and chief executive office is located at 63 Second Avenue, Burlington, MA 01803.

2.8 **Equipment.** The Borrower keeps its equipment in its offices at the following locations: Burlington, MA; Phoenix, AZ; Tokyo, Japan; and Sulzbach, Germany.

2.9 **Inventory.** The Borrower keeps substantially all of its inventory only at the following locations: Burlington, MA; Phoenix, AZ; Tokyo, Japan; and Sulzbach, Germany.

2.10 **Accounts.** The Borrower keeps its records concerning its accounts at 63 Second Avenue, Burlington, MA 01803.

2.11 **Places of Business.** The Borrower has no other places of business other than those already listed above.

2.12 **Continuing Representations.** The foregoing representations and warranties are made not only as of the date of this Agreement but as of each date on which the Bank makes a Loan.

3.0 **Financial Statements.** The Borrower's latest balance sheet and statement of profit and loss have been delivered to the Bank, were prepared in accordance with generally accepted accounting principles consistently applied, and fairly represent the Borrower's financial condition as of the date of this Agreement.

3.0 GENERAL OBLIGATIONS OF BORROWER. The Borrower agrees that:

3.1 **Corporate Existence and Merger.** The Borrower will maintain its corporate existence in good standing and shall comply with all laws and regulations of the United States or any state or political subdivision thereof, or of any governmental authority that may have jurisdiction over it or its business. The Borrower will not merge or consolidate with any other corporation without the Bank's consent.

3.2 **Account Relationship.** The Borrower will maintain an operating account at the Bank for as long as the Agreement remains in place.

3.3 **Dividends.** The Borrower will not pay dividends or make distributions without the Bank's prior written consent, which consent shall not be unreasonably withheld, to any individual, corporation or any other entity, except however, that the Borrower may pay dividends to LeMaitre Vascular KK or LeMaitre Vascular GmbH. The Borrower will notify the Bank of any and all such dividends within five business days of declaration. These dividends may be paid in cash or in kind on any class of its capital stock.

3.4 **Securities.** The Borrower will not invest in or purchase any stock, securities or interest in any individual without the prior written consent of the Bank. However, the Borrower may from time to time repurchase company stock.

3.5 **Loans.** The Borrower will not make any loans or advances to any individual, unrelated firm or unrelated corporation, including but not limited to its officers and employees; provided, however, that the Borrower may make advances to its employees, including its officers, with respect to expenses incurred by such employees in the usual course of the Borrower's business when such expenses are reimbursable by the Borrower. The Borrower may also make advances to certain individuals and entities related to corporate acquisitions by the Borrower.

3.6 **Guaranties.** The Borrower will not guarantee the obligation of any individual or entity, other than wholly-owned subsidiaries.

3.7 **Sales.** The Borrower will not sell or dispose of any of its assets except in the ordinary and usual course of its business.

3.8 **Reimbursement.** The Borrower will reimburse the Bank on demand for any sums paid or advanced by the Bank to satisfy any tax, lien or security interest or other encumbrance on the Collateral, to provide insurance on the Collateral or to pay for the maintenance and preservation of the Collateral; **provided, however,** that the Bank shall not be obligated to make any such payments or advances. Any such sums paid or advanced by the Bank shall be deemed part of the Obligations and secured by the Collateral.

3.9 **Inspection.** The Borrower will keep accurate and complete records of the Collateral, and the Bank or any of its agents shall have the right to inspect the Collateral wherever located and to visit the Borrower's place or places of business, at intervals to be determined by the Bank and without the Borrower's hindrance or delay, to inspect, audit, check and make extracts from any copies of books, records, journals, orders, receipts and correspondence that relate to the Collateral or to the Borrower's general financial condition. Upon a Default or Event of Default, the Borrower shall reimburse the Bank for the cost of performing any such inspection or audit.

3.10 **Information from Borrower's Contractors.** Upon a Default or Event of Default, the Borrower hereby authorizes the Bank to obtain from the Borrower's contractors (including accountants and computer service bureaus) any and all information regarding the Borrower's business, instructs all such contractors to provide such information to the Bank, and waives all claims of confidentiality and to damages arising from such disclosure of proprietary information.

3.11 **Insurance.** The Borrower shall have and maintain at all times with respect to the Collateral insurance against risks of fire, so-called extended coverage, sprinkler leakage and other risks customarily insured against by companies engaged in businesses similar to that of the Borrower including product liability insurance, in such amounts, containing such terms, in such form, for such periods and written by such companies as may be reasonably satisfactory to the Bank. All policies of insurance shall provide for a minimum of ten (10) days written notice of

cancellation to the Bank. At the Bank's request, the Borrower shall furnish to the Bank insurance certificates or other evidence satisfactory to the Bank of the Borrower's compliance thereof.

3.12 **Different Places of Business.** The Borrower will promptly notify the Bank in writing of any change in the location of its chief executive office, principal place of business, the place where its inventory or records of its accounts are kept, or other places of business (with the exception of where its sales persons are hired). In addition, the Borrower will promptly notify the Bank of the establishment of any new location where inventory or records of its accounts are kept, or other new places of business (with the exception of where its sales persons are hired).

3.13 **Annual and Quarterly Reports, Projections.** The Borrower will furnish to the Bank annually, within ninety (90) days after the close of each fiscal year, a full and complete signed copy of the Borrower's consolidated annual report audited by certified public accountants reasonably acceptable to the Bank. The Borrower's annual report shall include balance sheets of the Borrower as at the end of such year and a statement of profit and loss of the Borrower reflecting its operations during such year. Such annual report shall include the unqualified opinion of the Borrower's certified public accountants that such reports were prepared in accordance with generally accepted accounting principles consistently applied and fairly represent the Borrower's financial condition. In addition, the Borrower will furnish to the Bank quarterly within forty-five (45) days after the close of each fiscal quarter, the Borrower's consolidated quarterly report prepared by the Borrower's management. The Borrower's monthly report shall include balance sheets of the Borrower as at the end of such quarter and a statement of profit and loss of the Borrower reflecting its operations during such year. In addition, the Borrower will furnish to the Bank prior January 31 of each fiscal year, a projected budget for that fiscal year as approved by the Borrower's Board of Directors.

3.14 **Accounts Receivable Report; Additional Reports.** The Borrower will furnish to the Bank a report setting forth the summary of all accounts receivable owing to the Borrower and such other information as the Bank shall request within fifteen (15) days after the close of each fiscal quarter, and more often and as requested from time to time by the Bank. In addition, the Borrower shall provide any other information reasonably requested by the Bank concerning the Borrower's operations or financial condition.

3.15 **Financing Statements.** The Borrower will execute one or more financing statements and pay the cost of filing them whenever filing is deemed by the Bank to be necessary or desirable. A carbon, photographic or other reproduction of this Agreement or of a financing statement shall be sufficient as a financing statement.

3.16 **Other Documents.** The Borrower will execute and deliver such other documents and instruments as the Bank shall request in order to effect, evidence or perfect its security interest under this Agreement, including but not limited to promissory notes, stock certificates and other negotiable instruments belonging to the Borrower, bankbooks and insurance policies, and notices to banks and insurance companies of the Bank's interest in bank accounts or insurance policies. The Borrower shall also execute separate assignments of accounts if requested by the Bank.

3.17 **Capital Equipment Leases.** The Borrower shall not incur indebtedness in connection with the acquisition after the date hereof of any personal property by the Borrower or any of its subsidiaries under any capital lease which exceeds $500,000 in the aggregate during any single fiscal year. Accordingly and provided that the aggregate of all such capital leases in any single fiscal year shall not exceed $500,000, the Bank shall not unreasonably withhold its consent to such lease(s) and the lessors' security interest thereunder.

3.18 **Ownership and Control**. The Borrower shall not effect a 51% change in control in its current ownership without the prior written consent of the Bank.

3.19 **Additional Indebtedness and Encumbrances.** Other than as set forth below, the Borrower will not create or permit any additional indebtedness (excluding the Obligations to the Bank) nor will the Borrower create or permit to subsist any encumbrance or security interest over all or any of its present or future revenues or assets. Notwithstanding the foregoing, Borrower shall be permitted to grant to Tyco Healthcare Group LP ("Tyco") a reversionary interest in certain patents that Borrower may acquire from Tyco, which reversionary interest would be triggered should Borrower fail to make a certain $200,000 payment to Tyco. The following additional indebtedness shall be permitted:

(a) indebtedness in respect of accounts payable, capital expenditures, and accrued expenses, other than for borrowed money, of the Borrower incurred either in the ordinary course of business or in connection with an initial public offering of the Borrower's common stock;

(a) indebtedness incurred under any capital or operating lease, subject to any limitations set forth herein;

(b) indebtedness for the costs of obtaining a bond in connection with a judgment against the Borrower, so long as such judgment or the obtaining of such bond does not otherwise constitute a default;

(c) indebtedness of the Borrower in respect of salaries, bonuses and employee benefits;

(d) indebtedness of the Borrower in respect of pre-paid revenues; and

(e) indebtedness of the Borrower in respect of deferred purchase price payments in connection with acquisitions undertaken by Borrower.

3.20 **Security Interest.** As security for the payment and performance of the Obligations (as hereafter defined) of the Borrower, for valuable consideration, the receipt of which is acknowledged, the Borrower hereby grants to the Bank a security interest in all of the Borrower's tangible and intangible property, whether now owned or existing, or hereafter acquired or arising, including:

(a) all goods (which shall mean and include all inventory, merchandise, raw materials, supplies, work in process, finished goods and other tangible personal property held by the Borrower for processing, sale or lease or furnished or to be furnished by the Borrower under the contracts of sale or service or to be used or consumed in the Borrower's business), as well as all goods in transit, and all returned or rejected goods, and all documents which represent any of the foregoing;

(b) all accounts (which shall mean and include all accounts receivable, notes, drafts, acceptances and other instruments representing or evidencing a right

to payment for goods sold or leased or for services rendered whether or not earned by performance), as well as all right, title and interest of the Borrower in the goods which have given rise thereto, including the right of stoppage in transit;

(c) all equipment, machinery, tools, dies, molds, furniture, furnishings, all tangible personal property similar to any of the foregoing, and all equipment as defined in Section 9-109(2) of the Massachusetts General Laws, Chapter 106, wherever the same may be located;

(d) all general intangibles, including, without limitation, customer lists, contract rights, causes of action, goodwill, royalties, licenses, franchises, permits, intellectual property, blueprints, drawings, manuals, technical data, trade secrets, trade names, trademarks, copyrights and patents and applications therefor;

(e) all chattel paper of every kind and description, including all additions thereto and substitutions therefor;

(f) all rights to the payment of money, including without limitation, amounts due from affiliates, all tax refunds of every kind and nature including loss carrryback refunds, insurance policies and proceeds, factoring agreements, and all rights to deposit or advance payments;

(g) all business records and files (including, without limitation, computer programs, disks, tapes and related electronic data processing media) and writing of the Borrower in which the Borrower has an interest in any way relating to the foregoing property, and all rights of the Borrower to retrieval from third parties of electronically processed and recorded information pertaining to any such property;

(h) all documents, documents of title, and instruments (whether negotiable or non-negotiable);

(i) all liens, guaranties and securities for any of the foregoing (a) through (h); and

(j) all products of, accessions to, and proceeds of any of the foregoing (a) through (i).

All of such property in (a) through (j) above is collectively referred to as the "Collateral."

3.21 **Obligations Secured.** The security interest granted herein secures the repayment of the Loans (including any Fees due hereunder and any unpaid principal outstanding under a $5,500,000 Second Amended and Restated Revolving Promissory Note (Secured) dated as of May 20, 2006 executed by the Borrower in favor of the Bank, and as amended from time to time hereafter and any other obligations incurred the Borrower to the Bank of every kind and description, whether now existing or hereafter arising (the "Obligations").

4.0 FINANCIAL COVENANTS. Until the Loans shall have been paid in full and /or for so long as the Bank shall be committed to make Loans under this Agreement, the Borrower covenants that it will comply with the following and will provide evidence of such compliance to the Bank within forty-five (45) days after the end of each fiscal quarter:

Financial Tests: The Borrower shall comply with the following financial tests at all times, and such financial tests will be tested on a quarterly basis, based on consolidated financial results of the Borrower.

(a) Leverage Test: Consolidated Total Liabilities* divided by Tangible Net Worth** shall not be greater than 2.0:1 at the end of each fiscal quarter through March 31, 2007, thereafter Consolidated Total Liabilities divided by Tangible Net Worth shall not be greater than 1.5:1 at the end of each fiscal quarter.

(b) Minimum Consolidated Tangible Net Worth Test: Consolidated Tangible Net Worth** shall not be less than $5,600,000 plus (i) 50% of quarterly Net Income*** at 06/30/06 and at the end of each of the Borrower's fiscal quarters thereafter (but only if a positive Net Income), and (ii) 90% of any additional paid-in-capital.

(c) Profitability: (a) Quarterly EBITDA+ loss of not more than $800,000 for the fiscal quarter ending 9/30/06; and (b) quarterly EBITDA of at least $1 for each of the fiscal quarters ending 12/30/06 and thereafter. If the Borrower raises at least $50,000,000 through an initial public offering, this test will not take effect.

*Consolidated Total Liabilities: For the purposes of the above referenced financial tests shall be defined as Total Liabilities, provided, however, that Consolidated Total Liabilities shall exclude the Borrower's liability for stock based compensation issued to employees in 1997 and classified as liability awards under SFAS No. 123R.

**Tangible Net Worth: For the purposes of the above referenced financial tests shall be defined as Total Stockholders Equity less Goodwill and other Intangibles. Tangible Net Worth shall exclude both (i) any effect of the accounting treatment required under SFAS No. 123R related to stock based compensation issued to employees in 1997, and (ii) any charges related to the reversal of expenses capitalized in connection with the Borrower's initial public offering.

***Net Income: For the purposes of the above referenced financial tests Net Income shall be defined as earnings after interest expense, taxes, depreciation expense, and amortization expense as of the date of measurement.

+EBITDA: For the purposes of the above referenced financial tests shall be defined as operating income plus depreciation and amortization expense excluding any charges related to the reversal of expenses capitalized in connection with the Borrower's initial public offering.

5.0. DEFAULT. The Bank shall give notice of default, but such notice shall not affect any of the Bank's rights under this Agreement nor shall such notice be required as a condition precedent to a default hereunder. The Borrower shall be in default under this Agreement and under all other agreements with the Bank upon the happening of any of the following events or conditions, without demand or notice from the Bank:

5.1. The Borrower's failure to pay when due any Obligation, whether by maturity, acceleration or otherwise, after having been given a five (5) day grace period;

5.2. Any warranty, representation or statement made or furnished to the Bank by, or on behalf of, the Borrower is materially false;

5.3. The Borrower's failure to perform any of its agreements, obligations, warranties or representations in this Agreement shall represent a default unless such failure is cured within thirty (30) days from its occurrence;

5.4. The Borrower's failure to perform any agreement with any other person or entity for borrowed money or lease of real or personal property shall represent a default unless such failure is cured within thirty (30) days from its occurrence or is otherwise contested in good faith and on a reasonable basis by the Borrower;

5.5. A breach, default or event of default shall occur under any other agreement between the Borrower and the Bank;

5.6. The Borrower's dissolution, termination of existence, insolvency, cessation of normal business operations, business failure, or the calling of a meeting of the Borrower's creditors, or the Borrower's admission of its inability to pay its debts as they become due or proposal of a moratorium or composition with any of its creditors, or the appointment of a custodian or receiver of any part of the Borrower's property, or the making of an assignment or trust mortgage for the benefit of creditors by the Borrower, or the recording or existence of any lien for unpaid taxes after having been given thirty days to contest a lien, or the commencement of any proceeding under any bankruptcy or insolvency law by or against the Borrower. However, the commencement of any involuntary bankruptcy or involuntary insolvency proceeding against the Borrower will give the Borrower a sixty (60) day cure period before any such proceeding becomes a default;

5.7. The occurrence of any Event of Default with respect to any guarantor, endorser, or surety to the Bank; or

5.8. Any material adverse expansion in the nature of the Borrower's principal line(s) of business, beyond the scope of, vascular surgery, interventional radiology and cardiovascular surgery.

6.0. RIGHTS UPON DEFAULT. Upon default, without presentment, demand, protest, advertisement or notice of any kind, the Bank may exercise its right to make all Obligations immediately due and payable.

7.0. GENERAL.

7.1. Set-off. Any and all deposits or other sums at any time credited by or due from the Bank to the Borrower shall at all times constitute additional security for the Obligations and may be set off against any Obligations upon an event of default, whether or not other security held by the Bank is considered by the Bank to be adequate. Any and all property owned by the Borrower or in which the Borrower has an interest, which now or hereafter comes into the possession or control of the Bank or of any third party acting in the Bank's behalf, shall constitute additional security for the Obligations and may be applied upon an event of default to the Obligations then owing, whether due or not due.

7.2. Borrower's Obligation to Pay Expenses of Bank. The Borrower shall pay to the Bank on demand any and all reasonable counsel fees and other expenses incurred by the Bank (a) in connection with the preparation or interpretation of this Agreement, documents relating thereto or modifications thereof, (b) to enforce and collect payment of the Obligations from the Borrower or any guarantor, and (c) in the prosecution or defense of any action arising under or related to the subject matter of this Agreement. All such fees and expenses shall be added to the

principal amount of any indebtedness owed by the Borrower or the Bank and shall constitute part of the Obligations secured hereby.

7.3. Waivers. The Borrower waives demand, presentment, protest, notice of nonpayment and all other notices except those specifically provided in this Agreement. No delay or omission by the Bank in exercising any of its rights shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not operate as a waiver on any future occasion. All of the Bank's rights and remedies, whether arising out of this Agreement or any other agreement, instrument or paper, shall be cumulative and may be exercised singularly or concurrently.

7.4. Construction. The laws of Massachusetts shall govern the construction of this Agreement. No amendment of this Agreement shall be effective unless in writing and executed by the Borrower and the Bank.

7.5. Indemnification. The Borrower agrees to indemnity the Bank and to hold the Bank harmless from and against any loss, costs or expense (including reasonable outside attorneys' fees) that such Bank may sustain or incur as a consequence of a the occurrence of any default or of any prepayment under this Agreement. The foregoing indemnity shall extend to any interest, fees or other sums whatsoever paid or payable on account of any funds borrowed in order to carry any unpaid amount and to any loss (including loss of profit), premium, penalty or expense which may be incurred in liquidating or employing deposits from third parties required to make, maintain the Loan (or any part of it) or any other amount due or to become due under this Agreement.

7.6 This Agreement shall amend, restate, supersede and replaces the Old Agreement in its entirety.

EXECUTED as an instrument under seal as of the date first above written.

Attest:

/s/ Aaron Grossman

LEMAITRE VASCULAR, INC.

By: /s/ Joseph Pellegrino, Jr.
Name: Joseph P. Pellegrino, Jr.
Title: Executive Vice President – Finance

BROWN BROTHERS HARRIMAN & CO.

By: /s/ J. Edward Hall
Name: J. Edward Hall
Title: Managing Director

Exhibit 10.21

SECOND AMENDED AND RESTATED TIME NOTE (SECURED)

$864,000.00 Boston, Massachusetts
As of May 20, 2006

FOR VALUE RECEIVED, the undersigned LeMaitre Vascular, Inc. (the "Borrower"), hereby promises to pay to the order of Brown Brothers Harriman & Co. (the "Bank") the principal amount of Eight Hundred Sixty Four Thousand and 00/100 ($864,000.00) Dollars or such other principal amount as may be outstanding from time to time in the aggregate hereunder ("Principal"), with interest, at the rate hereinafter set forth, on the daily balance of all unpaid Principal, from the date hereof until payment in full of all Principal and interest hereunder. Terms not otherwise defined herein shall have the means prescribed to them in the Revolving Loan and Security Agreement and the Term Loan Agreement (each as defined below).

Interest on all unpaid Principal shall be due and payable in arrears, on the first eleventh day of each quarter, commencing on the first such date following any advance of principal hereunder, and on the date of payment of this Note in full, at the fixed rate per annum (computed on the basis of a year of three hundred sixty (360) days for the actual number of days elapsed) as set forth in the Term Loan Agreement.

All outstanding Principal of this Note and all interest accrued thereon shall be due and payable in full in accordance with the terms of the Revolving Loan and Security Agreement and the Term Loan Agreement.

Payments of Principal shall each be due and payable in accordance with the terms of the Term Loan Agreement. Each Principal payment shall be in immediately available funds, at the principal office of the Bank (now located at 40 Water Street, Boston, Massachusetts 02109) or at such other address as the holder of this Note may from time to time designate.

This Note is the note described in (i) a certain Third Amended and Restated Revolving Loan and Security Agreement (the "Revolving Loan and Security Agreement") to hereof, and, (ii) a certain Third Amended and Restated Term Loan Agreement (the "Term Loan Agreement"), each dated as of the date hereof and each executed by the Borrower in favor of the Bank, and each as amended from time to time thereafter. This Note, is secured by any and all collateral at any time granted to the Bank to secure any obligations of the Borrower to the Bank, including, without limitation, the Collateral described in such Revolving Loan and Security Agreement and the Term Loan Agreement and the trademarks described in an Assignment of Registered Trademarks dated May 24, 2002 and executed by the Borrower in favor of the Bank, as amended by a letter amendment dated as of the date hereof by and between the Borrower and the Bank (the "Assignment") (the Revolving Loan and Security Agreement, the Term Loan Agreement and the Assignment collectively, the "Agreements").

The Borrower may voluntarily prepay this Note in whole or in part at any time and from time to time as provided in the Term Loan Agreement without penalty (except as set forth in the Term Loan Agreement), together with interest accrued on the amount prepaid through the date of payment. Any amounts prepaid hereunder may not be reborrowed.

The Borrower irrevocably authorizes the Bank to make or cause to be made, on a schedule attached to this Note or on the books of the Bank, at or following the time of receipt by

the Bank of any payment of Principal, an appropriate notation reflecting such transaction and the then aggregate unpaid balance of principal. Failure of the Bank to make any such notation shall not, however, affect any obligation of any of the Borrowers hereunder or under the Agreements. The unpaid principal balance of this Note, as recorded by the Bank from time to time on such schedule or on such books, shall constitute presumptive evidence of the Principal amount of loan outstanding hereunder.

Every maker, endorser and guarantor hereof or of the indebtedness evidenced hereby (a) waives notice of and consents to any and all advances, settlements, compromises, favors and indulgences (including, without limitation, any extension or postponement of the time for payment), any and all receipts, substitutions, additions, exchanges and releases of collateral, and any and all additions, substitutions and releases of any person primarily or secondarily liable, (b) waives presentment, demand, notice, protest and all other demands, notices and suretyship defenses generally, in connection with the delivery, acceptance, performance, default or enforcement of or under this note, and (c) agrees to pay, to the extent permitted by law, all cost and expenses, including, without limitation, reasonable attorneys' fees, incurred or paid by the Bank in enforcing this Note and any collateral or security therefor on default, whether or not litigation is commenced.

This Note is referred to in, and is entitled to the benefits of, the Agreements. This Note may be accelerated upon the occurrence of a Default or an Event of Default, all as provided in the Agreements. This Note amends and restates a First Amended, Restated and Combined Time Note (Secured) in the original principal amount of $2,160,000 dated April 11, 2003 (the "2003 Time Note"). All amounts outstanding under the 2003 Time Note shall be deemed outstanding under this Note.

Executed, as an instrument under seal, as of the day and year first above written.

LEMAITRE VASCULAR, INC.

By: /s/ Joseph P. Pellegrino
Name: Joseph P. Pellegrino, Jr.
Title: Executive Vice President – Finance

Exhibit 10.22

GUARANTY
(Unlimited)

In consideration of Brown Brothers Harriman & Co. (the "Bank") making extensions of credit or extending other financial or banking accommodations to Vascutech, Inc. (the "Obligor"), the undersigned (the "Guarantor") hereby guarantees full and punctual payment, performance and fulfillment to the Bank of all liabilities, obligations and undertakings of the Obligor to the Bank, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising or acquired, and whether consisting of obligations to pay money or to perform the Obligor's obligations to the Bank under all present or future agreements of the Obligor in favor of the Bank (the "Obligations"). This agreement shall operate as a continuing, unconditional and absolute guaranty (this "Guaranty") of the due and punctual payment of the Obligations, and not of their collectibility only. If the Obligor defaults in the payment or performance of the Obligations, the Bank shall provide notice of such default. But, such notice shall not affect any of the Bank's rights under this Guaranty nor shall such notice be required as a condition precedent to the obligations of the Guarantor under this Guaranty which shall become immediately due and payable to the Bank upon the Obligor's default. The Guarantor waives any right which the Guarantor may have to require the Bank first to proceed against the Obligor or against any other guarantor or any other person. The Guarantor also waives any right that the Guarantor may have to require the Bank to realize on any security held by the Bank before proceeding against the Guarantor for the enforcement of this Guaranty. The Guarantor agrees not to assert any right arising from payment or performance under this Guaranty, whether by set-off or counterclaim, or claim of indemnity or reimbursement, or otherwise, until the Guarantor's liability hereunder has been discharged in full and all Obligations have been fulfilled.

The liability of the Guarantor under this Guaranty shall be limited to the sum of $2,600,000.

The Guarantor agrees, as the principal obligor and not as a guarantor only, to pay to the Bank, on demand, all costs and expenses paid or incurred by the Bank (including reasonable attorneys' fees) in connection with the Obligations, this Guaranty and the enforcement thereof.

The Guarantor waives presentment, demand, protest, notice of acceptance, notice of the Obligations incurred and all other notices of any kind and all defenses which may be available to the Guarantor. The Guarantor agrees to the provisions of any instrument, security or other writing evidencing or securing any of the Obligations and agrees that the obligations of the Guarantor hereunder shall not be released or discharged, in whole or in part, by (i) any renewals, extensions or postponements of the time of payment of any of the Obligations or any other forbearance or indulgence with respect thereto; (ii) any rescissions, waivers, amendments or modifications of any of the terms of any agreement evidencing, securing or otherwise executed in connection with the Obligations; or (iii) the substitution or release of any security for the Obligations or of any other person primarily or secondarily liable on any of the Obligations, whether or not notice thereof shall be given to the Guarantor. The enforcement of this Guaranty shall not be affected by the delay, neglect or failure of the Bank to take any action with respect to

any security, right, obligation, endorsement, guaranty or other means of collecting the Obligations which it may at any time hold, including perfection or enforcement thereof, or by any change with respect to the Obligor in the form or manner of doing business. The Guarantor agrees that the Guarantor shall be and remain bound upon this Guaranty irrespective of any action, delay or omission by the Bank in dealing with the Obligor, any of the Obligations, any collateral therefor, or any person at any time liable with respect to the Obligations.

If for any reason the Obligor has no legal existence or is under no legal obligation to discharge any of the Obligations, or if any of the Obligations shall have become irrecoverable from the Obligor by operation of law or for any other reason, or if any security or other guaranty shall be found invalid, the Guarantor shall nonetheless be and remain bound upon this Guaranty.

Any deposits or other sums at any time credited by or due from the Bank to the Guarantor, and any securities or other property of the Guarantor at any time held by the Bank may at all times be held and treated as security for all obligations of the Guarantor under this Guaranty. Regardless of the adequacy of the security, the Bank may apply or set off such deposits or other sums against such obligations at any time, without notice to the Guarantor.

This Guaranty shall remain in full force and effect until receipt by the Bank of written notice of the revocation of this Guaranty at its head office at 40 Water Street, Boston, Massachusetts 02109, and such notice is acknowledged by an officer of the Bank. Such notice shall not affect any Obligations incurred prior to receipt of such notice or Obligations incurred pursuant to any contract or commitment in existence prior to receipt of such notice, and all checks, drafts, notes, instruments and writings made by or for the account of the Obligor and drawn on the Bank or any of its agents purporting to be dated on or before the date of receipt of such notice, although presented to and paid or accepted by the Bank after that date, shall form part of the Obligations. This Guaranty shall continue to be effective or be reinstated, notwithstanding any termination, if at any time any payment made or value received with respect to any of the Obligations is rescinded or must otherwise be returned by the Bank due to the insolvency, bankruptcy or reorganization of the Obligor, or otherwise, all as though such payment had not been made or value received.

This Guaranty shall be binding upon and inure to the benefit of the Guarantor and the Bank and their respective successors and assigns. No provision of this Guaranty may be amended or waived except in writing signed by the Bank. The invalidity or unenforceability of any one or more phrases, clauses or sections of this Guaranty shall not affect the validity or enforceability of the remaining portions of it.

This Guaranty is intended to take effect as a sealed instrument and shall be construed in accordance with and governed by the laws (other than the conflict of laws rules) of the Commonwealth of Massachusetts and shall be effective as of March 29, 2001.

Witness:

/s/ John Markella

Guarantor:

VASCUTECH ACQUISITION LLC

By: /s/ David B. Roberts

Name: David B. Roberts
Title: Assistant Secretary

As of April 11, 2003

Vascutech Acquisition LLC
26 Ray Avenue
Burlington, MA 01803

Ladies and Gentlemen:

Reference is made to a Guaranty (Unlimited) effective March 29, 2001 executed by Vascutech Acquisition LLC (the "Guarantor") in favor of Brown Brothers Harriman & Co. ("BBH") in support of the obligations of LeMaitre Vascular, Inc. (the "Borrower") to BBH pursuant to revolving line of credit in the amount not to exceed $1,500,000 in the aggregate (the "Line of Credit"), a term loan in the original principal amount of $1,100,000 (the "$1,l00M Term Loan"), and a term loan in the original amount of $956,000 (the "$956,000 Term Loan"), each made available by BBH to Borrower pursuant to a First Amended and Restated Revolving Loan and Security Agreement (the "Revolving Loan Agreement") and a First Amended and Restated Term Loan Agreement (the "Term Loan Agreement'), respectively, each executed by BBH and the Borrower and dated as of November 15, 2001 and as each is further amended by separate letter agreements dated as of February 7, 2002, as of May 15, 2002, and as of July 16, 2002, each by and between the Borrower and BBH. Obligations of the Guarantor under the Guaranty are secured by certain Collateral as defined in a Security Agreement dated as of May 29, 2001 executed by the Guarantor in favor of BBH, as amended by separate letter agreements dated as of February 7, 2002 and as of May 15, 2002, each by and between the Guarantor and BBH (the "Security Agreement").

The Borrower has requested and BBH has agreed to (i) combine the outstanding balance under the $1,100M Term Loan together with such additional sums extended to the Borrower by BBH not to exceed the amount of $2,160,000 in the aggregate as a new term loan, (ii) extend a new term loan in the original principal amount of $1,500,000, (iii) renew and extend the availability of the Line of Credit, and (iv) amend and restate each of the Revolving Loan Agreement and the Term Loan Agreement (collectively as amended and restated, the "Second Amended and Restated Agreements"), provided that the Guarantor agrees to certain modifications to the Guaranty and the Security Agreement. Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Guarantor and BBH agree to amend the Guaranty and the Security Agreement as follows:

I. Amendment to the Guaranty

The second paragraph on page 1 of the Guaranty is hereby amended to read as follows: "The liability of the Guarantor under this Guaranty shall be limited to the sum of $4,122,000."

II. Amendment to the Security Agreement

1. The second paragraph on page 1 of the Security Agreement is hereby deleted in its entirety, and the following is substituted therefor:

> "Whereas the Guarantor has agreed to guaranty the obligations of Vascutech, Inc. (the "Borrower") to the Secured Party up to the amount of $4,122,000 in the aggregate under (i) a revolving line of credit (including any irrevocable letters of credit issued from time to time thereunder by the Secured Party for the benefit of the Borrower) not to exceed $1,500,000 in the aggregate, and (ii) three term loan facilities, one in the original principal amount of $2,160,000 and the second in the original principal amount of $1,500,000, and the third in the original principal amount of $956,000, all pursuant to a Guaranty (Unlimited) effective as of March 29, 2001 executed by the Guarantor in favor of the Secured Party, as amended by a letter agreement dated as of April 11, 2003 by and between the Guarantor and the Secured Party (the "Guaranty");"

2. The first and third sentences of Section 3.4 and the first sentence of Section 3.6 of the Security Agreement are each hereby amended by inserting "Other than leased equipment," at the beginning thereof.

3. The final sentence of Section 3.10 of the Security Agreement is hereby deleted in its entirety and the following is substituted therefor:

> "Any proceeds of Accounts or Inventory constituting Collateral received by the Guarantor, whether in the form of cash, checks, notes or other instruments, shall be held in trust for the Secured Party and upon the occurrence of an Event of Default, the Guarantor shall deliver said proceeds daily to the Secured Party, without commingling, in the identical form received (properly endorsed or assigned where required to enable the Secured Party to collect same)."

III. Miscellaneous

1. All terms and provisions of the Guaranty and the Security Agreement, each as amended hereby, are hereby ratified and affirmed as of the date hereof and are hereby extended to give effect to the terms hereof.

2. By signing below where indicated, the Guarantor i) ratifies and affirms each of the representations and warranties set forth in the Guaranty and the Security Agreement and confirms that each remains true and accurate as of the date hereof, and ii) ratifies the terms and conditions of the Guaranty and the Security Agreement, each as amended.

3. This letter, the Second Amended and Restated Agreements, the Guaranty, the Security Agreement, the Subordination Agreement and the other notes, agreements, documents and certificates referred to herein or therein constitute the entire understanding of the parties with respect to the subject matter hereof and thereof and supersede all prior or current understandings and agreements, whether written or oral. This letter may be executed in any number of counterparts, which together shall constitute one instrument, and shall bind and inure to the

benefit of the parties and their respective successors and assigns. This letter shall be construed in accordance with the laws (other than conflict of laws rules) of the Commonwealth of Massachusetts and when executed and delivered will be considered an agreement under seal.

Please execute the enclosed copy of this letter and return the same to the undersigned.

Yours very truly,

BROWN BROTHERS HARRIMAN & CO.

By: /s/ Joseph E. Hall
Name: Joseph E. Hall
Title: Managing Director

Acknowledged and agreed:

VASCUTECH ACQUISITION LLC

By: /s/ David Roberts
Name: David Roberts
Title: CFO

Date: April 11, 2003

As of February 5, 2004

Vascutech Acquisition LLC
63 Second Avenue
Burlington, MA 01803

Ladies and Gentlemen:

Reference is made to a Guaranty (Unlimited) effective March 29, 2001 executed by Vascutech Acquisition LLC (the "Guarantor") in favor of Brown Brothers Harriman & Co. ("BBH") in support of the obligations of LeMaitre Vascular, Inc. (the "Borrower") to BBH pursuant to, among other obligations, a revolving line of credit in the amount not to exceed $1,500,000 in the aggregate (the "Line of Credit") made available by BBH to Borrower pursuant to a First Amended and Restated Revolving Loan and Security Agreement executed by BBH and the Borrower and dated as of April 11, 2003 (the "Loan Agreement"). Obligations of the Guarantor under the Guaranty are secured by certain Collateral as defined in a Security Agreement dated as of May 29, 2001 executed by the Guarantor in favor of BBH, as amended by separate letter agreements dated as of February 7, 2002, as of May 15, 2002, and as of April 11, 2003, each by and between the Guarantor and BBH (the "Security Agreement").

The Borrower has requested and BBH has agreed to temporarily increase the Line of Credit from the principal amount of $1,500,000 to the principal amount of $2,500,000 in the aggregate, provided that the Guarantor agrees to certain modifications to the Guaranty and the Security Agreement. Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Guarantor and BBH agree to amend the Guaranty and the Security Agreement as follows:

I. Amendment to the Guaranty

The second paragraph on page 1 of the Guaranty is hereby amended to read as follows: "The liability of the Guarantor under this Guaranty shall be limited to the sum of $4,660,000."

II. Amendment to the Security Agreement

The second paragraph on page 1 of the Security Agreement is hereby deleted in its entirety, and the following is substituted therefor:

"Whereas the Guarantor has agreed to guaranty the obligations of Vascutech, Inc. (the "Borrower") to the Secured Party up to the amount of $4,660,000 in the aggregate under (i) a revolving line of credit (including any irrevocable letters of credit issued from time to time thereunder by the Secured Party for the benefit of the Borrower) not to exceed $2,500,000 in the aggregate, and (ii) a term loan facility in the original principal amount of $2,160,000, each pursuant to a Guaranty (Unlimited) effective as of March 29, 2001 executed by the Guarantor in favor of the Secured Party, as amended by separate letter agreements dated as of April 11, 2003 and as of February 5, 2004, each by and between the Guarantor and the Secured Party (the "Guaranty");".

III. Miscellaneous

1. All terms and provisions of the Guaranty and the Security Agreement, each as amended hereby, are hereby ratified and affirmed as of the date hereof and are hereby extended to give effect to the terms hereof.

2. By signing below where indicated, the Guarantor ratifies and affirms each of the representations and warranties set forth in the Guaranty and the Security Agreement and confirms that each remains true and accurate as of the date hereof.

3. This letter, the Loan Agreement, the Guaranty, the Security Agreement, the Subordination Agreement and the other notes, agreements, documents and certificates referred to herein or therein constitute the entire understanding of the parties with respect to the subject matter hereof and thereof and supersede all prior or current understandings and agreements, whether written or oral. This letter may be executed in any number of counterparts, which together shall constitute one instrument, and shall bind and inure to the benefit of the parties and their respective successors and assigns. This letter shall be construed in accordance with the laws (other than conflict of laws rules) of the Commonwealth of Massachusetts and when executed and delivered will be considered an agreement under seal.

Please execute the enclosed copy of this letter and return the same to the undersigned.

Yours very truly,

BROWN BROTHERS HARRIMAN & CO.

By: /s/ Joseph E. Hall
Name: Joseph E. Hall
Title: Managing Director

Acknowledged and agreed:

VASCUTECH ACQUISITION LLC

By: /s/ David Roberts
Name: David Roberts
Title: CFO

Date: February 5, 2004

As of August 5, 2004

Vascutech Acquisition LLC
63 Second Avenue
Burlington, MA 01803

Ladies and Gentlemen:

Reference is made to a Guaranty (Unlimited) effective March 29, 2001 executed by Vascutech Acquisition LLC (the "Guarantor") in favor of Brown Brothers Harriman & Co. ("BBH"), as amended by a letter agreement dated as of February 5, 2004 by and between the Guarantor and BBH (the "Guaranty"), in support of the obligations of LeMaitre Vascular, Inc. (the "Borrower") to BBH pursuant to, among other obligations, a revolving line of credit in the amount not to exceed $2,500,000 in the aggregate (the "Line of Credit") made available by BBH to Borrower pursuant to a First Amended and Restated Revolving Loan and Security Agreement executed by BBH and the Borrower and dated as of April 11, 2003, as amended by a letter agreement dated as of February 5, 2004 by and between the Borrower and BBH (the "Loan Agreement"). Obligations of the Guarantor under the Guaranty are secured by certain Collateral as defined in a Security Agreement dated as of May 29, 2001 executed by the Guarantor in favor of BBH, as amended by separate letter agreements dated as of February 7, 2002, as of May 15, 2002, as of April 11, 2003, and as of February 5, 2004, each by and between the Guarantor and BBH (the "Security Agreement").

The Borrower has requested and BBH has agreed to decrease the Line of Credit from the principal amount of $2,500,000 to the principal amount of $2,250,000 in the aggregate, provided that the Guarantor agrees to certain modifications to the Guaranty and the Security Agreement. Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Guarantor and BBH agree to amend the Guaranty and the Security Agreement as follows:

I. Amendment to the Guaranty

The second paragraph on page 1 of the Guaranty is hereby amended to read as follows: "The liability of the Guarantor under this Guaranty shall be limited to the sum of $4,410,000."

II. Amendment to the Security Agreement

The second paragraph on page 1 of the Security Agreement is hereby deleted in its entirety, and the following is substituted therefor:

"Whereas the Guarantor has agreed to guaranty the obligations of Vascutech, Inc. (the "Borrower") to the Secured Party up to the amount of $4,410,000 in the aggregate under (i) a revolving line of credit (including any irrevocable letters of credit issued from time to time thereunder by the Secured Party for the benefit of the Borrower) not to exceed $2,250,000 in the aggregate, and (ii) a term loan facility in the original principal amount of $2,160,000, each pursuant to a Guaranty (Unlimited) effective as of March 29, 2001

executed by the Guarantor in favor of the Secured Party, as amended by separate letter agreements dated as of April 11, 2003, as of February 5, 2004, and as of August 5, 2004, each by and between the Guarantor and the Secured Party (the "Guaranty");".

III. Miscellaneous

1. All terms and provisions of the Guaranty and the Security Agreement, each as amended hereby, are hereby ratified and affirmed as of the date hereof and are hereby extended to give effect to the terms hereof.

2. By signing below where indicated, the Guarantor ratifies and affirms each of the representations and warranties set forth in the Guaranty and the Security Agreement and confirms that each remains true and accurate as of the date hereof.

3. This letter, the Loan Agreement, the Guaranty, the Security Agreement and the other notes, agreements, documents and certificates referred to herein or therein constitute the entire understanding of the parties with respect to the subject matter hereof and thereof and supersede all prior or current understandings and agreements, whether written or oral. This letter may be executed in any number of counterparts, which together shall constitute one instrument, and shall bind and inure to the benefit of the parties and their respective successors and assigns. This letter shall be construed in accordance with the laws (other than conflict of laws rules) of the Commonwealth of Massachusetts and when executed and delivered will be considered an agreement under seal.

Please execute the enclosed copy of this letter and return the same to the undersigned.

Yours very truly,

BROWN BROTHERS HARRIMAN & CO.

By: /s/ Joseph E. Hall
Name: Joseph E. Hall
Title: Managing Director

Acknowledged and agreed:

VASCUTECH ACQUISITION LLC

By: /s/ David Roberts
Name: David Roberts
Title: CFO

Date: October 1, 2004

As of February 2, 2005

Vascutech Acquisition LLC
63 Second Avenue
Burlington, MA 01803

Ladies and Gentlemen:

Reference is made to a Guaranty (Unlimited) effective March 29, 2001 executed by Vascutech Acquisition LLC (the "Guarantor") in favor of Brown Brothers Harriman & Co. ("BBH"), as amended by separate letter agreements dated as of February 5, 2004 and as of August 5, 2004, each by and between the Guarantor and BBH (the "Guaranty"), in support of the obligations of LeMaitre Vascular, Inc. (the "Borrower") to BBH pursuant to, among other obligations, a revolving line of credit in the amount not to exceed $2,250,000 in the aggregate (the "Line of Credit") made available by BBH to Borrower pursuant to a First Amended and Restated Revolving Loan and Security Agreement executed by BBH and the Borrower and dated as of April 11, 2003, as amended by separate letter agreements dated as of February 5, 2004 and as of August 5, 2004, each by and between the Borrower and BBH (the "Loan Agreement"). Obligations of the Guarantor under the Guaranty are secured by certain Collateral as defined in a Security Agreement dated as of May 29, 2001 executed by the Guarantor in favor of BBH, as amended by separate letter agreements dated as of February 7, 2002, as of May 15, 2002, as of April 11, 2003, as of February 5, 2004, and as of August 5, 2004, each by and between the Guarantor and BBH (the "Security Agreement").

The Borrower has requested and BBH has agreed to temporarily increase the Line of Credit from the principal amount of $2,250,000 to the principal amount of $3,500,000 in the aggregate, provided that the Guarantor agrees to certain modifications to the Guaranty and the Security Agreement. Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Guarantor and BBH agree to amend the Guaranty and the Security Agreement as follows:

I. Amendment to the Guaranty

The second paragraph on page 1 of the Guaranty is hereby amended to read as follows: "The liability of the Guarantor under this Guaranty shall be limited to the sum of $5,660,000."

II. Amendment to the Security Agreement

The second paragraph on page 1 of the Security Agreement is hereby deleted in its entirety, and the following is substituted therefor:

"Whereas the Guarantor has agreed to guaranty the obligations of Vascutech, Inc. (the "Borrower") to the Secured Party up to the amount of 5,660,000 in the aggregate under (i) a revolving line of credit (including any irrevocable letters of credit issued from time to time thereunder by the Secured Party for the benefit of the Borrower) not to exceed $3,500,000 in the aggregate, and (ii) a term loan facility in the original principal amount

of $2,160,000, each pursuant to a Guaranty (Unlimited) effective as of March 29, 2001 executed by the Guarantor in favor of the Secured Party, as amended by separate letter agreements dated as of April 11, 2003, as of February 5, 2004, and as of August 5, 2004, each by and between the Guarantor and the Secured Party (the "Guaranty");".

III. Miscellaneous

1. All terms and provisions of the Guaranty and the Security Agreement, each as amended hereby, are hereby ratified and affirmed as of the date hereof and are hereby extended to give effect to the terms hereof.

2. By signing below where indicated, the Guarantor ratifies and affirms each of the representations and warranties set forth in the Guaranty and the Security Agreement and confirms that each remains true and accurate as of the date hereof.

3. This letter, the Loan Agreement, the Guaranty, the Security Agreement and the other notes, agreements, documents and certificates referred to herein or therein constitute the entire understanding of the parties with respect to the subject matter hereof and thereof and supersede all prior or current understandings and agreements, whether written or oral. This letter may be executed in any number of counterparts, which together shall constitute one instrument, and shall bind and inure to the benefit of the parties and their respective successors and assigns. This letter shall be construed in accordance with the laws (other than conflict of laws rules) of the Commonwealth of Massachusetts and when executed and delivered will be considered an agreement under seal.

Please execute the enclosed copy of this letter and return the same to the undersigned.

Yours very truly,

BROWN BROTHERS HARRIMAN & CO.

By: /s/ Joseph E. Hall
Name: Joseph E. Hall
Title: Managing Director

Acknowledged and agreed:

VASCUTECH ACQUISITION LLC

By: /s/ David Roberts
Name: David Roberts
Title: CFO

Date: February 2, 2005

As of May 20, 2006

Vascutech Acquisition LLC
63 Second Avenue
Burlington, MA 01803

Ladies and Gentlemen:

Reference is made to a Guaranty (Unlimited) effective March 29, 2001 executed by Vascutech Acquisition LLC (the "Guarantor") in favor of Brown Brothers Harriman & Co. ("BBH"), as amended to date (the "Guaranty"), in support of the obligations of LeMaitre Vascular, Inc. (the "Borrower") to BBH pursuant to, among other obligations, (i) a revolving line of credit in the amount not to exceed $5,500,000 in the aggregate (the "Line of Credit") made available by BBH to Borrower pursuant to a Third Amended and Restated Revolving Loan and Security Agreement (the "Loan Agreement") and (ii) a term loan in the original principal amount of $2,160,000 with a current outstanding principal balance of $864,000 (the "Term Loan") extended by BBH to the Borrower pursuant to a Third Amended and Restated Term Loan Agreement, each dated as of May 20, 2006 and each executed by the Borrower and BBH. Obligations of the Guarantor under the Guaranty are secured by certain Collateral as defined in a Security Agreement dated as of May 29, 2001 executed by the Guarantor in favor of BBH, as amended to date (the "Security Agreement").

The Borrower has requested and BBH has agreed to modify the terms of the Line of Credit and the Term Loan, provided that the Guarantor agrees to certain modifications to the Guaranty and the Security Agreement. Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Guarantor and BBH agree to amend the Guaranty and the Security Agreement as follows:

I. Amendment to the Guaranty

The second paragraph on page 1 of the Guaranty is hereby amended to read as follows: "The liability of the Guarantor under this Guaranty shall be limited to the sum of $6,364,000."

II. Amendment to the Security Agreement

The second paragraph on page 1 of the Security Agreement is hereby deleted in its entirety, and the following is substituted therefor:

"Whereas the Guarantor has agreed to guaranty the obligations of Vascutech, Inc. (the "Borrower") to the Secured Party up to the amount of $6,814,000 in the aggregate under (i) a revolving line of credit (including any irrevocable letters of credit issued from time to time thereunder by the Secured Party for the benefit of the Borrower) not to exceed $5,500,000 in the aggregate, and (ii) a term loan facility in the original principal amount

of $2,160,000 and with a current principal balance outstanding in the amount of $864,0000, each pursuant to a Guaranty (Unlimited) effective as of March 29, 2001 executed by the Guarantor in favor of the Secured Party, as amended from time to time hereafter (the "Guaranty");".

III. Miscellaneous

1. All terms and provisions of the Guaranty and the Security Agreement, each as amended hereby, are hereby ratified and affirmed as of the date hereof and are hereby extended to give effect to the terms hereof.

2. By signing below where indicated, the Guarantor ratifies and affirms each of the representations and warranties set forth in the Guaranty and the Security Agreement and confirms that each remains true and accurate as of the date hereof.

3. This letter, the Loan Agreement, the Guaranty, the Security Agreement and the other notes, agreements, documents and certificates referred to herein or therein constitute the entire understanding of the parties with respect to the subject matter hereof and thereof and supersede all prior or current understandings and agreements, whether written or oral. This letter may be executed in any number of counterparts, which together shall constitute one instrument, and shall bind and inure to the benefit of the parties and their respective successors and assigns. This letter shall be construed in accordance with the laws (other than conflict of laws rules) of the Commonwealth of Massachusetts and when executed and delivered will be considered an agreement under seal.

Please execute the enclosed copy of this letter and return the same to the undersigned.

Yours very truly,

BROWN BROTHERS HARRIMAN & CO.

By: /s/ J. Edward Hall
Name: J. Edward Hall
Title: Managing Director

Acknowledged and agreed:

VASCUTECH ACQUISITION LLC

By LeMaitre Vascular, Inc.,
its sole member

By: /s/ Joseph P. Pellegrino, Jr.
Name: Joseph P. Pellegrino, Jr.
Title: Executive Vice President - Finance

Date: May 18, 2006

Exhibit 10.23

July 16, 2003

J. Edward Hall
Brown Brothers Harriman & Co.
40 Water Street
Boston, Massachusetts 02109

Dear Jed:

LeMaitre Vascular will pay to Brown Brothers Harriman a success fee equaling seven point five basis points (0.075%) of: (i) LeMaitre's pre-money valuation at the execution of the initial public offering of the company's common stock, or (ii) the amount received by the company for its equity upon the sale of the company to a third party, whichever occurs first. This fee shall only be due and payable upon the completion of the initial public offering of the company's common stock or the sale of the company's equity to a third party, whichever occurs first.

If this meets your satisfaction, please sign below.

Best regards,

/s/ George W. LeMaitre
George W. LeMaitre
Chief Executive Officer

Agreed:

BROWN BROTHERS HARRIMAN & CO.

By: /s/ Joseph E. Hall
Name: Joseph E. Hall
Title: Managing Director

Exhibit 10.24

EXECUTIVE RETENTION AND SEVERANCE AGREEMENT

THIS EXECUTIVE RETENTION AND SEVERANCE AGREEMENT is made and entered into as of June 20, 2006 (the "Effective Date"), by and between Lemaitre Vascular, Inc., a Delaware corporation (the "Company"), and David B. Roberts (the "Executive").

IN CONSIDERATION of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

"Cause" shall mean (a) the Executive's failure or refusal to comply with reasonable explicit directives of the Company or to render the services reasonably required by the Company; or (b) misappropriation of any business opportunity; or (c) dishonesty, fraud, embezzlement or misappropriation of funds; or (d) indictment or charge of the Executive by applicable governmental authorities with, or being convicted of, any criminal offense which materially affects the Executive's ability to perform his duties or the reputation of the Company; or (e) the material breach or neglect by the Executive of his duties as an executive of the Company; or (f) the Executive engaging in any intentional acts or making intentional statements which reflect adversely upon the Company, its affiliates or subsidiaries or their business, and which materially harm the Company, its affiliates or subsidiaries or their business; or (g) the Executive's breach of that certain Employee Obligations Agreement between the Company and the Executive dated May 17, 2002 (the " Employee Obligations Agreement").

"Disability" shall mean the inability to engage in the performance of the Executive's duties with the Company for an aggregate of at least one hundred eighty (180) days in any three hundred sixty (360) day period by reason of a physical or mental impairment.

"Lump Sum Payment" shall mean a single payment of the applicable sum hereunder, paid to the Executive no later than thirty (30) days from the execution and delivery of the Release.

"Release" shall mean a document signed by the Executive and delivered to the Company which contains a full and complete release by the Executive of any and all known and unknown claims, demands and liabilities relating to the Executive's service to the Company and/or the termination thereof (except for rights hereunder and under any stock option agreements), such release to be in such form as shall be reasonably designated by the Company (provided, the Executive need not release any sums due and payable to him under any other agreement or regular Company practice and not theretofore paid, nor any COBRA rights or similar rights to participation in fringe benefit plans specifically providing for continued participation, nor any right to defense or indemnification contained in the charter, by-laws or any D&O insurance coverage of the Company).

"Severance Pay" shall mean four weeks of the Executive's base salary as of the date of Termination for each completed twelve-month period of the Executive's service prior to the Termination, up to a maximum of fifty-two (52) weeks, less applicable withholding and other taxes.

"Termination" shall mean any termination of employment of the Executive by the Company without Cause, without Disability, and not occasioned by the death of the Executive. Notwithstanding anything to the contrary herein, a "Termination" shall not include termination of the employment of the Executive (a) by the Company for Cause or occasioned by death or Disability of the Executive, (b) as a result of the voluntary termination of employment by the Executive, or (c) by the Company in connection with a merger, reorganization, sale of the Company's business, assets or similar transaction, provided that the Executive is immediately rehired on comparable terms by the Company's successor entity.

2. Severance.

(a) Upon a Termination of the Executive, provided that the Executive complies with Sections 3 and 4 below, and subject to Section 5 below, the Executive shall receive the Severance Pay as a Lump Sum Payment.

(b) Upon a Termination of the Executive, provided that the Executive complies with Sections 3 and 4 below, and subject to Section 5 below, the Company will pay its customary share of the premiums for continuation of the Executive's health coverage under COBRA (the " Premium Payments") for four weeks for each completed twelve-month period of the Executive's service prior to the Termination. If the Executive becomes eligible for alternative coverage from or under another employer's group plan for any portion of the aforementioned period, the Company may discontinue the Premium Payments.

(c) The receipt by the Executive of the Severance Pay and the Premium Payments shall be in full and final satisfaction of the Executive's rights and claims under this Agreement (or otherwise).

3. Release of Claims; Resignations . The Company may condition payment of the Severance Pay and Premium Payments upon (a) the prior delivery by the Executive of a signed non-disparagement agreement and of a Release, (b) the prior resignation by the Executive as an Officer and Director of the Company, and (c) the Executive's prior delivery to the Company of all property of the Company which may be in the Executive's possession, custody or control.

4. Transition Period. The Company shall have the option to, by written notice to the Executive within ten (10) days following a Termination, request that the Executive remain employed by the Company for such period following the Termination, not to exceed one hundred eighty (180) days, as the Company may elect (the "Transition Period"). If the Executive agrees to the Transition Period, then during the Transition Period the Executive shall remain a full time employee of the Company at the rate of compensation and with the same benefits as in effect on the date of the Termination, shall perform such duties consistent with his prior responsibilities as the Company shall request, and at the conclusion of the Transition Period shall be eligible for the Severance Pay and the Premium Payments. If the Company requests a Transition Period and the Executive does not agree to it by giving written notice to the Company within five (5) days following the Company's notice to the Executive, the Executive not shall receive the Severance Pay or Premium Payments. The Company may at any time terminate the Executive during the Transition Period, in which case the Executive shall remain eligible for the Severance Pay and Premium Payments. The Executive may terminate his employment at any time during the Transition Period, but if the Executive shall fail or refuse to complete the Transition Period then the Executive shall not receive the Severance Pay or Premium Payments.

5. Employee Obligations Agreement. The Executive hereby ratifies and confirms each of the terms of the Employee Obligations Agreement. If the Executive is at any time found to have in any manner breached the Employee Obligations Agreement, then the Company's duty to pay the Severance Pay or Premium Payments to the Executive shall terminate and the Executive shall immediately reimburse the Company for any Severance Pay payments made by the Company to the Executive and any Premium Payments made on the Executive's behalf. For the avoidance of doubt, this section is not intended to in any way limit the Company's rights in the event of a breach by the Executive of the Employee Obligations Agreement.

6. Effect of Agreement. This Agreement shall supersede all prior agreements, arrangements and understandings, whether written or oral, regarding the subject matter hereof and shall be the exclusive agreement for the determination of any compensation due to the Executive from the Company as a result of the Executive's employment with the Company.

7. Modification of Agreement. This Agreement may be modified, amended or superceded only by a written agreement signed by the Executive and the Company and approved by the Compensation Committee of the Company's Board of Directors.

8. Governing Law. This Agreement shall be interpreted in accordance with and governed by the laws of the Commonwealth of Massachusetts, without regard to conflicts of laws principles thereof.

9. No Employment Agreement. The Executive acknowledges and understands that his employment with the Company is at-will and can be terminated by either party for no reason or for any reason not otherwise specifically prohibited by law. Nothing in this Agreement is intended to alter the Executive's at-will employment status or obligate the Company to continue to employ the Executive for any specific period of time, or in any specific role or geographic location.

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

EXECUTIVE

/s/ David B. Roberts
David B. Roberts

LEMAITRE VASCULAR, INC.

By: /s/ George W. LeMaitre
George W. LeMaitre
Chairman, President & CEO

EXHIBIT 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the reference to our firm under the captions “Selected Consolidated Financial Data” and “Experts” and to the use of our report dated June 21, 2006 in the Registration Statement (Form S-1 No. 333-133532) and related Prospectus of LeMaitre Vascular, Inc. for the registration of shares of its common stock.

/s/ Ernst & Young LLP

Boston, Massachusetts
June 21, 2006

EXHIBIT 23.2

CONSENT OF INDEPENDENT AUDITORS

We consent to the reference to our firm under the captions “Selected Consolidated Financial Data” and “Experts” and to the use of our report dated May 26, 2006 of Endomed, Inc. included in the Registration Statement (Form S-1 No. 333-133532) and related Prospectus of LeMaitre Vascular, Inc. for the registration of shares of its common stock.

/s/ Ernst & Young LLP

Boston, Massachusetts
June 21, 2006