

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

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of The Securities Exchange Act of 1934**

Date of Report (Date of Earliest Event Reported): July 31, 2019

UNUM THERAPEUTICS INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-38443
(Commission
File Number)

46-5308248
(I.R.S. Employer
Identification No.)

200 Cambridge Park Drive, Suite 3100
Cambridge, Massachusetts
(Address of principal executive offices)

02140
(Zip Code)

Registrant's telephone number, including area code (617) 945-5576

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, \$0.001 Par Value	UMRX	The Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 or Rule 12b-2 of the Securities Exchange Act of 1934.

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

On July 31, 2019, Unum Therapeutics Inc. (the “Company”) entered into an amendment (the “Fourth Amendment”) to the loan security agreement, dated as of January 19, 2017 (as amended, amended and restated, supplemented or otherwise modified prior to the Fourth Amendment, the “Loan Security Agreement”), by and between the Company and Pacific Western Bank. The Fourth Amendment amends the Loan Security Agreement to, among other things, provide for changes to the primary depository requirements with Pacific Western Bank.

The above description of the Fourth Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Fourth Amendment, which is filed with this Current Report on Form 8-K as Exhibit 10.1 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Fourth Amendment to Loan and Security Agreement, dated as of July 31, 2019, by and between Unum Therapeutics Inc. and Pacific Western Bank.</u>

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: August 5, 2019

UNUM THERAPEUTICS INC.

By: /s/ Charles Wilson
Charles Wilson, Ph.D.
Chief Executive Officer and President

**FOURTH AMENDMENT
TO
LOAN AND SECURITY AGREEMENT**

This Fourth Amendment to Loan and Security Agreement (this "**Amendment**") is entered into as of July 31, 2019, by and between PACIFIC WESTERN BANK, a California state chartered bank ("**Bank**"), and UNUM THERAPEUTICS INC. ("**Borrower**").

RECITALS

Borrower and Bank are parties to that certain Loan and Security Agreement dated as of January 19, 2017 (as amended from time to time, the "**Agreement**"). The parties desire to amend the Agreement in accordance with the terms of this Amendment.

NOW, THEREFORE, the parties agree as follows:

- 1) Section 6.6 of the Agreement is hereby amended and restated, as follows:

6.6 Primary Depository. Borrower shall at all times maintain at least the lesser of \$50,000,000 or substantially all of its cash in depository and operating accounts with Bank or its Affiliates. Without limitation of the foregoing, of the foregoing cash balances maintained with Bank and its Affiliates, (i) until the Term Loan has been funded in accordance with Section 2.1(b)(i), Borrower shall maintain at least the lesser of \$50,000,000 or substantially all cash in accounts with Bank, and (ii) after the Term Loan has been funded in accordance with Section 2.1(b)(i), Borrower shall maintain at least the lesser of \$15,000,000 or substantially all of the foregoing cash balance in accounts with Bank. Borrower may maintain any excess amounts with other financial institutions, provided that Borrower, Bank, and any such financial institution shall have entered into an account control agreement with respect to any such accounts, in form and substance satisfactory to Bank. Notwithstanding the above, (x) Borrower may maintain the Silicon Valley Bank Cash Collateral Account at Silicon Valley Bank provided that the balance does not exceed \$1,255,400 at any time, (y) Borrower may maintain an aggregate amount not to exceed \$10,000,000 in its operating account held at Silicon Valley Bank until September 29, 2019, after which all cash in any accounts held at Silicon Valley Bank, unless otherwise permitted herein, shall be transferred to Bank, and (z) Borrower may maintain a collateral account at Silicon Valley Bank with an amount not exceeding \$250,000 at any time to secure reimbursement obligations under corporate credit cards. For the avoidance of doubt, no account control agreements in favor of Bank shall be required with respect to any accounts permitted under these clauses (x), (y) and (z). Borrower may transfer cash to the MSC Subsidiary so long as the MSC Investment Conditions have been met.

- 2) A new subsection (n) is hereby added to the defined term "Permitted Indebtedness" in Exhibit A to the Agreement, as follows:

(n) Indebtedness not to exceed \$250,000 in the aggregate outstanding at any time arising under a credit card facility provided by Silicon Valley Bank.

- 3) A new subsection (m) is hereby added to the defined term "Permitted Liens" in Exhibit A to the Agreement, as follows:
- (m) Liens on Cash in a collateral account with Silicon Valley Bank in an amount not to exceed \$250,000 at any time securing reimbursement obligations under a credit card facility provided by Silicon Valley Bank.
- 4) Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Agreement, as in effect prior to the date hereof. Borrower ratifies and reaffirms the continuing effectiveness of all agreements entered into in connection with the Agreement.
- 5) Borrower represents and warrants that the representations and warranties contained in the Agreement are true and correct as of the date of this Amendment.
- 6) This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.
- 7) As a condition to the effectiveness of this Amendment, Bank shall have received, in form and substance satisfactory to Bank, the following:
- a) this Amendment, duly executed by Borrower;
 - b) payment of all Bank Expenses, including Bank's expenses for the documentation of this amendment and any related documents, and any UCC, good standing or intellectual property search or filing fees, which may be debited from any of Borrower's accounts; and
 - c) such other documents and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

[Signature Page Follows]

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

UNUM THERAPEUTICS INC.

PACIFIC WESTERN BANK

By: /s/ Charles Wilson

Name: Charles Wilson

Title: President and CEO

By: /s/ Joseph Holmes Dague

Name: Joseph Holmes Dague

Title: Senior Vice President

[Signature Page to Fourth Amendment to Loan and Security Agreement]