# 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): June 21, 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))

Dere-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 imes

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 June 21, 2019, Unum Therapeutics Inc. (the "Company") entered into an amendment (the "Third Amendment") to the loan security agreement, dated as of January 19, 2017 (as amended, amended and restated, supplemented or otherwise modified prior to the Third Amendment, the "Loan Security Agreement"), by and between the Company and Pacific Western Bank. The Third Amendment amends the Loan Security Agreement to, among other things, provide for an extension of the draw deadline to June 30, 2020.

The above description of the Third Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Third 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

Exhibit No.

Description

10.1 Third Amendment to Loan and Security Agreement, dated as of June 21, 2019, by and between Unum Therapeutics Inc. and Pacific Western Bank.

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: June 25, 2019

## UNUM THERAPEUTICS INC.

By: /s/ Charles Wilson

Charles Wilson, Ph.D. Chief Executive Officer and President

### THIRD AMENDMENT TO LOAN AND SECURITY AGREEMENT

This Third Amendment to Loan and Security Agreement (this "*Amendment*") is entered into as of June 21, 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) Bank's notice addresses in Article 10 of the Agreement are hereby amended and restated, as follows:

If to Bank:	Pacific Western Bank 406 Blackwell Street, Suite 240 Durham, North Carolina 27701 Attn: Loan Operations Manager FAX: (919) 314-3080 E-Mail: loannotices@pacwest.com
with a copy to:	Pacific Western Bank 131 Oliver Street, Suite 250 Boston, Massachusetts 02110 Attn: Scott Hansen E-Mail: shansen@pacwest.com

2) The following defined term in Exhibit A of the Agreement is hereby amended and restated, as follows:

"Availability End Date" means June 30, 2020.

- 3) 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.
- 4) Borrower represents and warrants that the representations and warranties contained in the Agreement are true and correct as of the date of this Amendment.

- 5) 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.
- 6) 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: <u>/s/ Joseph Holmes</u> Dague

By: /s/ Charles Wilson Name: Charles Wilson Title: President & CEO

Name: Joseph Holmes Dague Title: Senior Vice President

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