

**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): March 16, 2023**

**WEREWOLF THERAPEUTICS, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**001-40366**  
(Commission  
File Number)

**82-3523180**  
(IRS Employer  
Identification No.)

**200 Talcott Ave, 2nd Floor**  
**Watertown, Massachusetts**  
(Address of Principal Executive Offices)

**02472**  
(Zip Code)

**Registrant's telephone number, including area code: (617) 952-0555**

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

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

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, \$0.0001 par value per share	HOWL	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 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

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

**Item 1.01. Entry into a Material Definitive Agreement.**

On March 16, 2023, Werewolf Therapeutics, Inc. (the “Company”) entered into a First Amendment to Amended and Restated Loan and Security Agreement (the “First Amendment”) with Pacific Western Bank (“PWB”), which amended that certain Amended and Restated Loan and Security Agreement dated as of April 12, 2022, by and between the Company and PWB. The First Amendment permits the Company to maintain depository accounts in an aggregate amount not exceeding \$5,000,000 outside PWB. Prior to maintaining any such accounts, the Company and PWB will enter into a deposit account control agreement with respect to any such accounts.

The foregoing description of the First Amendment is qualified by reference to the complete text of the First Amendment, a copy of which is attached hereto as Exhibit 10.1 and is incorporated into this Item 1.01 by this reference.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit No.</b>	<b>Description</b>
10.1	<a href="#">First Amendment to Amended and Restated Loan and Security Agreement, dated as of March 16, 2023, by and between the Company and Pacific Western Bank</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

**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.

**WEREWOLF THERAPEUTICS, INC.**

Date: March 22, 2023

By: /s/ Timothy W. Trost  
Timothy W. Trost  
Chief Financial Officer and Treasurer

**FIRST AMENDMENT  
TO  
AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT**

This First Amendment to Amended and Restated Loan and Security Agreement (this "**Amendment**") is made and entered into as of March 16, 2023, by and between PACIFIC WESTERN BANK, a California state chartered bank ("**Bank**"), and WEREWOLF THERAPEUTICS, INC. ("**Borrower**").

**RECITALS**

Borrower and Bank are parties to that certain Amended and Restated Loan and Security Agreement dated as of April 12, 2022 (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) The following defined term in Exhibit A to the Agreement is hereby amended and restated, as follows:

**"Permitted Outside Accounts"** means (i) depository accounts in an aggregate amount not to exceed \$5,000,000, provided, however, that prior to maintaining any such accounts, Borrower and Bank shall have entered into a deposit account control agreement with respect to any such accounts, in form and substance satisfactory to Bank, and (ii) the cash collateral account in connection with the BPB Letter of Credit.

- 2) 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.
- 3) Borrower represents and warrants that the representations and warranties contained in the Agreement are true and correct in all material respects as of the date of this Amendment; provided, however, that those representations and warranties expressly referring to another date shall be true and correct as in all material respects as of such date; and provided further that representations and warranties that by their terms include a materiality qualification shall be true and correct in all respects.
- 4) 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.

- 
- 5) 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 each 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 and intellectual property search or filing fees, which may be debited from any 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.

WEREWOLF THERAPEUTICS, INC.

PACIFIC WESTERN BANK

By: /s/ Timothy Trost

Name: Timothy Trost

Title: CFO, Treas., and Asst. Secty.

By: /s/ Ryan Kelley

Name: Ryan Kelley

Title: VP

***[Signature Page to First Amendment to Amended and Restated Loan and Security Agreement]***