
**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): February 15, 2022

Cue Biopharma, Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-38327
(Commission
File Number)

47-3324577
(IRS Employer
Identification No.)

21 Erie St., Cambridge, Massachusetts
(Address of principal executive offices)

02139
(Zip Code)

Registrant's telephone number, including area code: (617) 949-2680

(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, par value \$0.001 per share	CUE	The Nasdaq Stock Market LLC

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 February 15, 2022 (the “Effective Date”), Cue Biopharma, Inc. (the “Company”) entered into a loan and security agreement (the “SVB Loan Agreement”) with Silicon Valley Bank, as lender (“SVB”), pursuant to which SVB has agreed to provide term loans to the Company in an aggregate principal amount of up to \$20.0 million (the “SVB Term Loans”), consisting of (i) a tranche A term loan in the aggregate principal amount of \$10.0 million, available to the Company on or around the Effective Date, and (ii) two contingent tranche B term loans in amounts of at least \$5.0 million each and in an aggregate principal amount not to exceed \$10.0 million, available to the Company at any time on or prior to December 31, 2022, following the Company having received both (x) positive data for the CUE-101 Phase 1 Part B monotherapy sufficient to begin a Phase 2 clinical trial and (y) unrestricted and unencumbered net cash proceeds in a specified amount from the issuance and sale by the Company of its equity securities to investors acceptable to SVB.

The SVB Term Loans bear interest at a floating rate per annum equal to the greater of (A) the prime rate (as published in the money rates section of The Wall Street Journal) plus 2.25% and (B) 5.50%. On the first calendar day of each month, the Company will be required to make monthly interest payments and commencing on June 30, 2023 (extended to December 31, 2023 if the tranche B term loans are advanced), the Company will be required to repay the SVB Term Loans in (i) 30 consecutive installments of principal plus monthly payments of accrued interest if the tranche B term loans are not advanced and (ii) 24 months if the tranche B term loans are advanced. All outstanding principal and accrued and unpaid interest under the SVB Term Loans and all other outstanding obligations with respect to the SVB Term Loans are due and payable in full on December 1, 2025.

The SVB Loan Agreement permits voluntary prepayment of all, but not less than all, of the SVB Term Loans, subject to a prepayment premium except if the facility is refinanced with another SVB facility. Such prepayment premium would be 3.00% of the principal amount of the SVB Term Loans if prepaid prior to the first anniversary of the Effective Date, 2.00% of the principal amount of the SVB Term Loan if prepaid on or after the first anniversary of the Effective Date but prior to the second anniversary of the Effective Date, and 1.00% of the principal amount of the SVB Term Loan if prepaid on or after the second anniversary of the Effective Date. Upon repayment in full of the SVB Term Loans, the Company will be required to pay a final payment fee equal to 5.00% of the original principal amount of any funded term loan being repaid.

The SVB Term Loans and related obligations under the SVB Loan Agreement are secured by substantially all of the Company’s properties, rights and assets, except for its intellectual property (which is subject to a negative pledge under the SVB Loan Agreement). The SVB Loan Agreement contains customary representations, warranties, events of default and covenants, including a requirement that the Company maintain in accounts of the Company at SVB unrestricted and unencumbered cash equal to the lesser of all of the Company’s cash and 110% of the obligations to SVB. The occurrence and continuation of an event of default could cause interest to be charged at the rate that is otherwise applicable plus 3.00% (unless SVB elects to impose a smaller increase) and would provide SVB with the right to accelerate all obligations under the SVB Loan Agreement and exercise remedies against the Company and the collateral securing the SVB Term Loan and other obligations under the SVB Loan Agreement, including foreclosure against assets securing the SVB Term Loan and other obligations under the SVB Loan Agreement, including the Company’s cash.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.03.

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.

Cue Biopharma, Inc.

Date: February 18, 2022

By: /s/ Daniel R. Passeri

Name: Daniel R. Passeri

Title: Chief Executive Officer