

**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): September 21, 2022**

**SURFACE ONCOLOGY, INC.**

(Exact name of Registrant as Specified in Its Charter)

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

**001-38459**  
(Commission  
File Number)

**46-5543980**  
(IRS Employer  
Identification No.)

**50 Hampshire Street, 8th  
Floor  
Cambridge, MA**  
(Address of principal executive offices)

**02139**  
(zip code)

**Registrant's telephone number, including area code: (617)  
714-4096**

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 Instructions 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 exchange on which registered
<b>Common stock, \$0.0001</b>	<b>SURF</b>	<b>The Nasdaq Global Market</b>

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 September 21, 2022, Surface Oncology, Inc. (the “Company”) entered into a Second Amendment to Loan and Security Agreement (the “Amendment”) with K2 HealthVentures LLC (together with any other lender from time to time party thereto, the “Lenders”) and K2 HealthVentures LLC, as administrative agent for the Lenders (the “Administrative Agent”), which amended the Company’s existing Loan and Security Agreement, dated November 19, 2019, by and among the Company, the Lenders, the Administrative Agent and Ankura Trust Company, LLC, as collateral agent for Lenders (the “Collateral Agent”), as amended by the First Amendment to Loan and Security Agreement, dated October 1, 2021, by and among the Company, the Lenders and the Administrative Agent and Collateral Agent (together, the “Original Loan Agreement”). Under the Amendment, the Amortization Date (as defined in the Amendment) was extended from April 1, 2023 to February 1, 2024, and the Conversion Price (as defined in the Amendment) was decreased from \$7.81 to \$1.83.

The loan facility continues to carry a 48-month term with interest only payments extended by the Amendment from April 1, 2023 to February 1, 2024, for a total of 29 months.

In addition, the Lenders may elect, at any time prior to the payment in full of the loans under the Amendment, to convert any portion of the principal amount of the loan then outstanding into shares of common stock, par value \$0.0001 per share, of the Company, in an amount up to \$4.5 million, at a conversion price of (i) with respect to the first \$500,000 converted, \$1.56 per share and (ii) with respect to any additional amounts converted in excess of \$500,000, \$1.83 per share (such shares, the “Conversion Shares”), subject to specified limitations if necessary to comply with the rules of the Nasdaq Global Market.

The Original Loan Agreement, as amended by the Amendment, will continue to provide the Lenders with certain registration rights with respect to the Conversion Shares.

The above description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, a copy of which is filed as Exhibit 10.1 hereto and is incorporated by reference herein.

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

The information contained in Item 1.01 is hereby incorporated by reference in this Item 2.03.

**Item 9.01 Exhibits**

<u>Exhibit Number</u>	<u>Description</u>
10.1	<a href="#">Second Amendment to Loan and Security Agreement, dated September 21, 2022, by and between Surface Oncology, Inc. and K2 HealthVentures LLC</a>
104	Cover Page Interactive Data (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.

Surface Oncology, Inc.

Date: September 23, 2022

By: /s/ Jessica Fees  
Jessica Fees  
Chief Financial Officer

**SECOND AMENDMENT TO  
LOAN AND SECURITY AGREEMENT**

This SECOND AMENDMENT TO LOAN AND SECURITY AGREEMENT (this “**Amendment**”) entered into as of September 21, 2022, by and among **SURFACE ONCOLOGY, INC.**, a Delaware corporation (“**Borrower Representative**”), **K2 HEALTHVENTURES LLC**, as administrative agent for Lenders (in such capacity, together with its successors, “**Administrative Agent**”), and the undersigned Lenders, constituting Required Lenders.

RECITALS

A. The parties hereto previously entered into that certain Loan and Security Agreement, dated as of November 22, 2019 (as amended, restated, supplemented or otherwise modified, from time to time, the “**Agreement**”), by and among Borrower Representative, Lenders, Administrative Agent and Ankura Trust Company, LLC, as collateral agent for Lenders (in such capacity, together with its successors, “**Collateral Trustee**”). Capitalized terms used but not defined in this Amendment shall have the respective meanings given to them in the Agreement.

B. The parties have agreed to modify the terms of the Agreement as set forth herein.

AGREEMENT

**1. Amendments.**

**1.1** The address for copies of notices to Lender set forth in Section 10 is hereby updated as follows:

**SIDLEY AUSTIN LLP**  
1001 Page Mill Rd., Bldg. 1  
Palo Alto, CA 94304-1150  
Attention: Cynthia Bai  
Email: cbai@sidley.com

**1.2** The defined term “Amortization Date” in Exhibit A to the Agreement is hereby amended by amending and restating the defined term to read as follows:

“Amortization Date” means February 1, 2024.

**1.3** The defined term “Conversion Price” in Exhibit A to the Agreement is hereby amended by replacing “\$7.81” with “\$1.83”.

**2. Representations and Warranties.**

**2.1** The undersigned Borrower Representative represents and warrants that:

(a) the representations and warranties of Borrower’s Representative contained in the Agreement are true and correct in all material respects as of the date of this Amendment (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct in all material respects as of such date), and no Event of Default has occurred and is continuing;

(b) Borrower Representative has the power and authority to execute and deliver this Amendment and perform its obligations under the Agreement, as modified by this Amendment;

(c) the execution and delivery by Borrower Representative of this Amendment, and the performance by Borrowers of their respective obligations under the Agreement, as modified by this Amendment, have been duly authorized by all requisite action;

(d) the execution and delivery by Borrower Representative of this Amendment and the performance by Borrowers of their respective obligations under the Agreement, as modified by this Amendment, do not and will not contravene (a) any material Requirement of Law, (b) any material contractual restriction in any material agreement with a Person binding on any Borrower, (c) any order, judgment or decree of any Governmental Authority binding on Borrower, or (d) the Operating Documents of any Borrower, and do not require any order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by any Governmental Authority, except as already has been obtained or made; and

(e) this Amendment has been duly executed and delivered by Borrower Representative and is the binding obligation of Borrower Representative, enforceable against Borrower Representative in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application relating to or affecting creditors' rights and by general equitable principles.

### **3. Conditions to Effectiveness.**

The effectiveness of this Amendment is subject to the following conditions precedent:

**3.1** Administrative Agent shall have received this Amendment, duly executed by Borrower Representative;

**3.2** Borrower shall have paid an amendment fee of \$5,000 and any Lender Expenses due and payable as of the date hereof, which Borrower Representative hereby authorizes may be debited by Administrative Agent, in accordance with Section 2.4(b) of the Agreement.

### **4. General Provisions.**

**4.1** Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement and this Amendment shall be and remain in full force and effect in accordance with their respective terms and hereby are ratified and confirmed in all respects, and the security interest as granted pursuant to the Agreement continues from the Closing Date. The agreement to enter into the amendments as set forth herein shall not establish any course of dealing with respect to future amendments or waivers or otherwise obligate Administrative Agent or any Lender to waive any future Event of Default or make any modification to any Loan Document.

**4.2** This Amendment and the Loan Documents represent the entire agreement with respect to this subject matter and supersede prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Amendment and the Loan Documents merge into this Amendment and the Loan Documents.

**4.3** 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. The words "execution," "signed," "signature" and words of like import herein shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act. Delivery of an executed counterpart of a signature page of this Amendment or any document delivered in connection therewith by electronic means including by email delivery of a ".pdf" format data file shall be effective as delivery of an original executed counterpart thereof.

**4.4** This Amendment shall constitute a Loan Document. Accordingly, the provisions of Section 11 of the Agreement shall likewise apply to this Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date set forth above.

BORROWER REPRESENTATIVE:

SURFACE ONCOLOGY, INC.

By: /s/ Jessica Fees

Name: Jessica Fees

Title: Chief Financial Officer and Treasurer

ADMINISTRATIVE AGENT:

K2 HEALTHVENTURES LLC

By: /s/ Parag Shah

Name: Parag Shah

Title: Managing Director and Chief Executive Officer

LENDER:

K2 HEALTHVENTURES LLC

By: /s/ Parag Shah

Name: Parag Shah

Title: Managing Director and Chief Executive Officer