

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, DC 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 12, 2023

Rocket Pharmaceuticals, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation)

001-36829

(Commission File Number)

04-3475813

(IRS Employer Identification No.)

9 Cedarbrook Drive, Cranbury, NJ

(Address of principal executive offices)

08512

(Zip Code)

Registrant's telephone number, including area code: (646) 440-9100

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 (see General Instruction A.2):

- 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, \$0.01 par value	RCKT	The Nasdaq Global 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.**

As previously disclosed, on February 28, 2022, Rocket Pharmaceuticals, Inc. (the “**Company**”) entered into a sales agreement (the “**Sales Agreement**”) with Cowen and Company, LLC (“**Cowen**”) pursuant to which the Company may, from time to time, sell shares of its common stock, par value \$0.01 per share (the “**Shares**”) having an aggregate offering price of up to \$200,000,000 (the “**ATM Offering**”) under a prospectus (the “**ATM Prospectus**”) through Cowen, acting as agent and/or principal.

On September 12, 2023, the Company and Cowen entered into an amendment (the “**Amendment**,” and the Sales Agreement, as amended by the Amendment, the “**Amended Sales Agreement**”) to the Sales Agreement pursuant to which the aggregate offering price under the ATM Offering was reduced to \$180,000,000. The Company has sold \$65,900,000 of shares under the ATM Offering to date resulting in approximately \$114,100,000 of remaining availability.

A copy of the Amendment is attached as Exhibit 1.1 to this Current Report. The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to Exhibit 1.1.

In connection with entering into the Amendment, the Company is suspending the ATM Prospectus and will not make any sales of its common stock pursuant to the Amended Sales Agreement unless and until a new prospectus, prospectus supplement or registration statement is filed. The Amended Sales Agreement remains in full force and effect.

The information contained in this Form 8-K (including the exhibits hereto) is hereby incorporated by reference into the Company’s Registration Statement on Form S-3 (Registration No. 333-253756).

This Current Report on Form 8-K shall not constitute an offer to sell or the solicitation of an offer to buy any security nor shall there be any offer, solicitation, or sale of these securities in any state in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state.

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**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit No.</b>	<b>Description</b>
<a href="#">1.1</a>	Amendment No. 1 to Sales Agreement, dated as of September 12, 2023, between Rocket Pharmaceutical Inc. and Cowen and Company, LLC.
Exhibit 104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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**SIGNATURES**

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

Date: September 12, 2023

**Rocket Pharmaceuticals, Inc.**

By: /s/ Martin Wilson

Name: Martin Wilson

Title: General Counsel and Chief Compliance Officer, SVP

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## ROCKET PHARMACEUTICALS, INC.

COMMON STOCKAMENDMENT NO. 1 TO SALES AGREEMENT

September 12, 2023

**Amendment No.1 to Sales Agreement**

Reference is made to the Sales Agreement, dated February 28, 2022 (the "**Agreement**"), by and between Rocket Pharmaceuticals, Inc., a Delaware corporation (the "**Company**"), and Cowen and Company, LLC ("**Cowen**"). The Company and Cowen (together, the "**Parties**") wish to amend the Agreement, pursuant to Section 15 of the Agreement, to decrease the aggregate offering price under the Agreement (this "**Amendment**"). The Parties therefore hereby agree as follows:

1. **Issuance and Sale of Shares.** The first paragraph of Section 1 of the Agreement is hereby amended and restated in its entirety to read as follows:

'The Company agrees that, from time to time during the term of this Agreement, on the terms and subject to the conditions set forth herein, it may issue and sell through Cowen, acting as agent and/or principal, shares (the "**Placement Shares**") of the Company's common stock, par value \$0.01 per share (the "**Common Stock**"), having an aggregate offering price of up to \$180,000,000 (the "**Maximum Amount**"). Notwithstanding anything to the contrary contained herein, the parties hereto agree that compliance with the limitation set forth in this Section 1 on the number of shares of Common Stock issued and sold under this Agreement shall be the sole responsibility of the Company, and Cowen shall have no obligation in connection with such compliance. The issuance and sale of Common Stock through Cowen will be effected pursuant to the Registration Statement (as defined below) filed by the Company and after such Registration Statement has been declared effective by the Securities and Exchange Commission (the "**Commission**"), although nothing in this Agreement shall be construed as requiring the Company to use the Registration Statement (as defined below) to issue the Common Stock.'

2. **Agreement Heading.** The reference to "\$200,000,000" in the heading of the Agreement shall be removed and replaced with "\$180,000,000".

3. **Governing Law.** THIS AMENDMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CHOICE OF LAW PROVISIONS.

4. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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5. Agreement Remains in Effect. Except as provided herein, all provisions, terms and conditions of the Agreement shall remain in full force and effect. As amended hereby, the Agreement is ratified and confirmed in all respects.

*[Signature page follows]*

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If the foregoing correctly sets forth the understanding between the Company and Cowen, please so indicate in the space provided below for that purpose, whereupon this letter shall constitute a binding agreement between the Company and Cowen.

Very truly yours,

**COWEN AND COMPANY, LLC**

By: /s/ Michael Murphy

Name: Michael Murphy

Title: Managing Director

**ACCEPTED as of the date  
first-above written:**

**ROCKET PHARMACEUTICALS, INC.**

By: /s/ Martin Wilson

Name: Martin Wilson

Title: General Counsel and Chief Compliance Officer, SVP

*[Signature Page to Amendment No. 1 to Sales Agreement]*

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