

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 12, 2020

**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.)

**The Empire State Building**  
**350 Fifth Ave, Suite 7530**  
**New York, NY 10118**  
(Address of principal executive offices, including zip code)  
**(646) 440-9100**  
(Registrant's telephone number, including area code)  
**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.

On June 12, 2020, in connection with the consummation of the previously announced private exchange transaction, Rocket Pharmaceuticals, Inc. (the “Company”) issued \$7.5 million aggregate principal amount of its 6.25% Convertible Senior Notes due 2022 (the “2022 Notes”) pursuant to the Second Supplemental Indenture, dated as of February 20, 2020 (the “Second Supplemental Indenture”), between the Company and Wilmington Trust, National Association, as trustee (the “2022 Notes Trustee”), as supplemented by the Supplemental Indenture to the Second Supplemental Indenture, dated as of June 12, 2020 (the “Supplemental Indenture”), between the Company and the 2022 Notes Trustee. The Second Supplemental Indenture supplements the Indenture between the Company and Wilmington Trust, National Association, as trustee, dated as of August 5, 2016 (the “Base Indenture” and, together with the Second Supplemental Indenture, as supplemented by the Supplemental Indenture, the “2022 Notes Indenture”).

The 2022 Notes were issued as additional notes pursuant to the 2022 Notes Indenture and constitute the same series of securities as the Company’s \$39.35 million aggregate principal amount of 6.25% Convertible Senior Notes due 2022 issued on February 20, 2020 (the “Initial Notes”). The 2022 Notes will have substantially identical terms as the Initial Notes, will be treated as a single series of securities with the Initial Notes under the Indenture and will have the same CUSIP number as the Initial Notes.

The Company issued the 2022 Notes in exchange for \$7.5 million aggregate principal amount of its 5.75% Convertible Senior Notes due 2021 (the “2021 Notes”) pursuant to a privately negotiated exchange agreement (the “Exchange Agreement”) entered into with a holder of 2021 Notes (the “Exchange Transaction”). A copy of the form of Exchange Agreement, substantially in the form entered into on February 10, 2020, with holders in prior exchange transactions for 2021 Notes, is incorporated herein by reference to Exhibit 10.1 to the Company’s Current Report on Form 8-K filed on February 11, 2020. In exchange for issuing 2022 Notes pursuant to the Exchange Transaction, the Company received and cancelled the exchanged 2021 Notes.

The 2022 Notes were offered, issued and sold in the Exchange Transaction in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act of 1933, as amended (the “Securities Act”). The offer and sale of the 2022 Notes have not been registered under the Securities Act, or any state securities laws, and unless so registered, the 2022 Notes may not be offered or sold except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws.

The 2022 Notes bear cash interest at the rate of 6.25% per annum, payable semiannually in arrears on February 1 and August 1 of each year, beginning on August 1, 2020. The 2022 Notes will mature on August 1, 2022, unless earlier repurchased, redeemed or converted in accordance with their terms. The 2022 Notes will be convertible at the option of holders of the 2022 Notes at any time until the close of business on the second business day immediately preceding the maturity date. Upon conversion, holders of the 2022 Notes will receive shares of the Company’s common stock.

The conversion rate for the 2022 Notes will initially be 31.1876 shares of the Company’s common stock per \$1,000 principal amount of 2022 Notes, which is equivalent to an initial conversion price of approximately \$32.06 per share of common stock, and is subject to adjustment under the terms of the 2022 Notes. In certain circumstances, the conversion rate will be increased in connection with voluntary conversions by the holders of the 2022 Notes or following certain corporate events that occur prior to the maturity date for a holder who elects to convert its 2022 Notes in connection with such corporate event. Holders of the 2022 Notes may require the Company to repurchase their 2022 Notes upon the occurrence of a fundamental change prior to maturity for cash at a repurchase price equal to 100% of the principal amount of the 2022 Notes to be repurchased, plus accrued and unpaid interest, if any, to, but excluding, the repurchase date.

The Company may redeem for cash all or any portion of the 2022 Notes, at its option, if the last reported sale price of its common stock is equal to or greater than 130% of the conversion price then in effect for at least 20 trading days (whether or not consecutive) during any 30 consecutive trading day period (including the last trading day of such period) ending within the five trading days immediately preceding the date on which the Company provides written notice of redemption. The redemption price will be equal to 100% of the principal amount of the principal amount of 2022 Notes to be redeemed, plus accrued and unpaid interest, if any, to, but excluding, the redemption date.

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The 2022 Notes Indenture contains customary terms and covenants and events of default. If an event of default (other than certain events of bankruptcy, insolvency or reorganization involving the Company) occurs and is continuing, the 2022 Notes Trustee or the holders of at least 25% in aggregate principal amount of the outstanding 2022 Notes may declare 100% of the principal of, and any accrued and unpaid interest on, all of the 2022 Notes to be due and payable. Upon the occurrence of certain events of bankruptcy, insolvency or reorganization involving the Company, 100% of the principal of and accrued and unpaid interest, if any, on all of the 2022 Notes will become due and payable automatically. Notwithstanding the foregoing, the 2022 Notes Indenture provides that, to the extent the Company elects and for up to 180 days, the sole remedy for an event of default relating to certain failures by the Company to comply with certain reporting covenants in the 2022 Notes Indenture consists exclusively of the right to receive additional interest on the 2022 Notes.

The foregoing description of the 2022 Notes Indenture and the 2022 Notes does not purport to be complete and is qualified in its entirety by reference to the full text of the Base Indenture, the Second Supplemental Indenture, the Supplemental Indenture and the Form of 2022 Note, copies of which are filed as Exhibits 4.1, 4.2, 4.3 and 4.2.1, respectively, to this Current Report on Form 8-K and are 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 set forth under Item 1.01 of this Current Report on Form 8-K regarding the 2022 Notes is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<b>Exhibit No.</b>	<b>Description</b>
<a href="#">4.1</a>	Base Indenture, dated as of August 5, 2016, between Inotek Pharmaceuticals Corporation and Wilmington Trust, National Association, as trustee (incorporated by reference to Exhibit 4.1 of the Company's Current Report on Form 8-K (001-36829), filed with the SEC on August 5, 2016).
<a href="#">4.2</a>	Second Supplemental Indenture, dated as of February 20, 2020, between Rocket Pharmaceuticals, Inc. and Wilmington Trust, National Association, as trustee (incorporated by reference to Exhibit 4.2 of the Company's Current Report on Form 8-K (001-36829), filed with the SEC on February 20, 2020).
<a href="#">4.2.1</a>	Form of 6.25% Convertible Senior Note due 2022 (included as part of Exhibit 4.2).
<a href="#">4.3</a>	Supplemental Indenture, dated as of June 12, 2020, between Rocket Pharmaceuticals, Inc. and Wilmington Trust, National Association, as trustee.

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## 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.

**Rocket Pharmaceuticals, Inc.**

Date: June 12, 2020

By: /s/ Gaurav Shah, MD

Gaurav Shah, MD

*President, Chief Executive Officer and Director*

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**SUPPLEMENTAL INDENTURE TO THE  
SECOND SUPPLEMENTAL INDENTURE**

This SUPPLEMENTAL INDENTURE dated as of June 12, 2020 (this “**Supplemental Indenture**”), between ROCKET PHARMACEUTICALS, INC. (f/k/a Inotek Pharmaceuticals Corporation), a Delaware corporation (the “**Company**”), and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association, as trustee under the Indenture referred to below (the “**Trustee**”).

W I T N E S S E T H:

WHEREAS, the Company and the Trustee have heretofore executed and delivered an Indenture, dated as of August 5, 2016 (the “**Base Indenture**”), and a Second Supplemental Indenture, which supplemented the Base Indenture, dated as of February 20, 2020 (as supplemented by this Supplemental Indenture and as may be further amended, supplemented or otherwise modified from time to time, the “**Second Supplemental Indenture**” and, together with the Base Indenture, the “**Indenture**”), providing for the issuance of the Company’s 6.25% Convertible Senior Notes due 2022 (the “**Notes**”);

WHEREAS, the Company has previously issued \$39,350,000 aggregate principal amount of the Notes under the Indenture (the “**Initial Notes**”);

WHEREAS, the Company wishes to issue an additional \$7,500,000 aggregate principal amount of the Notes as additional Notes under the Indenture (the “**New Notes**”);

WHEREAS, Section 2.09 of the Second Supplemental Indenture provides, among other things, that the Company may issue, from time to time, in accordance with the provisions of the Indenture, additional Notes;

WHEREAS, the Company wishes to execute and deliver this Supplemental Indenture to create and provide for the issuance of the New Notes as additional Notes under the Indenture;

WHEREAS, pursuant to Section 10.02 of the Second Supplemental Indenture, the Company and the Trustee are authorized to execute and deliver this Supplemental Indenture to provide for the issuance of the New Notes under the Indenture without the consent of any Holder; and

WHEREAS, all things necessary to make the New Notes, when executed by the Company and authenticated and delivered by the Trustee, issued upon the terms and subject to the conditions set forth hereinafter and in the Indenture and delivered as provided in the Indenture against payment therefor, valid, binding and legal obligations of the Company, in accordance with their terms, and all actions required to be taken by the Company under the Indenture to make this Supplemental Indenture a valid, binding and legal agreement of the Company, in accordance with its terms, have been done.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

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1. *Defined Terms.* All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Indenture.
2. *Creation and Terms of the New Notes.* In accordance with Section 2.09 of the Second Supplemental Indenture, the Company hereby creates the New Notes as additional Notes under the Indenture. The New Notes will be issued as part of the existing series of Initial Notes and shall be consolidated with and form a single class with the Initial Notes for all purposes under the Indenture. The New Notes shall have the same terms and conditions in all respects as the Initial Notes, except that the issue date of the New Notes shall be June 12, 2020. The New Notes issued in the form of a Global Note will be issued under the same CUSIP number (77313FAA4) as the Initial Notes. The form of Global Note representing the New Notes shall be substantially in the Form of Note attached to the Second Supplemental Indenture as Exhibit A.
3. *Aggregate Principal Amount of the New Notes.* The aggregate principal amount of the New Notes to be authenticated and delivered under this Supplemental Indenture is \$7,500,000.
4. *Ratification of the Indenture.* Except as expressly amended and supplemented hereby, the Indenture is in all respects ratified and confirmed, and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.
5. *Governing Law.* THIS SUPPLEMENTAL INDENTURE AND EACH NEW NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.
6. *Separability Clause.* In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
7. *Successors.* All agreements of the Company and the Trustee in this Supplemental Indenture shall bind their respective successors.
8. *Counterparts.* This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes. The words “execution,” “signed,” “signature,” and words of similar import in this Supplemental Indenture shall be deemed to include electronic or digital signatures or the keeping of records in electronic form, each of which shall be of the same effect, validity, and enforceability as manually executed signatures or a paper-based recordkeeping system, as the case may be, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 U.S.C. §§ 7001-7006), the Electronic Signatures and Records Act of 1999 (N.Y. State Tech. §§ 301-309), or any other similar state laws based on the Uniform Electronic Transactions Act; provided that, notwithstanding anything herein to the contrary, the Trustee is not under any obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by such Trustee pursuant to procedures approved by such Trustee.

9. *Headings.* The headings of the sections of this Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

10. *Trustee Not Responsible for Recitals.* The Trustee makes no representation or warranty as to the validity or sufficiency of this Supplemental Indenture or with respect to the recitals contained herein, all of which recitals are made solely by the Company.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties have caused this Supplemental Indenture to be duly executed as of the date first written above.

**ROCKET PHARMACEUTICALS, INC.**

By: /s/ Gaurav Shah

Name: Gaurav Shah

Title: Chief Executive Officer and President

*[Signature Page to Supplemental Indenture to Second Supplemental Indenture]*

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**TRUSTEE:**

WILMINGTON TRUST, NATIONAL ASSOCIATION

By: /s/ Quinton M. DePompolo

Name: Quinton M. DePompolo

Title: Banking Officer

*[Signature Page to Supplemental Indenture to Second Supplemental Indenture]*

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