

**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): **October 26, 2023**

**ENTRADA THERAPEUTICS, INC.**  
(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of incorporation)

**001-40969**  
(Commission File Number)

**81-3983399**  
(IRS Employer Identification No.)

**One Design Center Place**  
**Suite 17-500**  
**Boston, MA**  
(Address of principal executive offices)

**02210**  
(Zip Code)

**(857) 520-9158**  
(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. 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:

<b>Title of each class</b>	<b>Trading Symbol</b>	<b>Name of each exchange on which registered</b>
<b>Common Stock, par value \$0.0001 per share</b>	<b>TRDA</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 October 26, 2023, Entrada Therapeutics, Inc. (the “Company”) and Vertex Pharmaceuticals Incorporated (“Vertex”) entered into Amendment No. 1 (the “Amendment to License Agreement”) to the Strategic Collaboration and License Agreement, dated as of December 7, 2022, by and between the Company and Vertex (the “Original License Agreement” and, as amended by the Amendment to License Agreement, the “License Agreement”). A copy of the Original License Agreement was filed as [Exhibit 10.16](#) to the Company’s Annual Report on Form 10-K, filed with the Securities and Exchange Commission (the “Commission”) on March 6, 2023, and is incorporated by reference herein. Concurrently with the execution of the Amendment to License Agreement, on October 26, 2023, the Company entered into an Amendment No. 1 (the “Amendment to Sublicense Agreement”) to that certain Sublicense Agreement, dated as of December 7, 2022, by and between the Company and Vertex (the “Original Sublicense Agreement” and, as amended by the Amendment to Sublicense Agreement, the “Sublicense Agreement”). A copy of the Original Sublicense Agreement was filed as [Exhibit 10.17](#) to the Company’s Annual Report on Form 10-K, filed with the Commission on March 6, 2023, and is incorporated by reference herein.

In connection with the entry into and under the terms of the License Agreement, the Company received an upfront payment of \$223.7 million and is eligible to receive up to \$485.0 million upon the achievement of certain research, development, regulatory and commercial milestones. The Amendment to License Agreement and the Amendment to Sublicense Agreement each clarify a milestone and related payment terms. The terms of the Sublicense Agreement mirror the terms of the License Agreement.

The Amendment to License Agreement and Amendment to Sublicense Agreement (collectively, the “Amendments 1”) include certain other customary terms and conditions. Except as specifically modified or amended by the Amendments, the Original License Agreement and the Original Sublicense Agreement remain unchanged and in full force and effect. The foregoing is only a brief description of certain terms of the Amendments, do not purport to be a complete description of the rights and obligations of the parties thereunder, and are qualified in their entirety by reference to the Amendment to License Agreement and Amendment to Sublicense Agreement, copies of which are filed as Exhibit 10.1 and Exhibit 10.2, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

**Item 8.01 Other Events.**

In October 2023, the Company achieved a milestone pursuant to the License Agreement related to preclinical IND-enabling GLP toxicology studies of ENTR-701 that triggered a \$17.5 million milestone payment, which the Company expects to receive in the fourth quarter of 2023.

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**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

[10.1† Amendment to Strategic Collaboration and License Agreement, dated October 26, 2023, by and between Entrada Therapeutics, Inc. and Vertex Pharmaceuticals Incorporated.](#)

[10.2† Amendment to Sublicense Agreement, dated October 26, 2023, by and between Entrada Therapeutics, Inc. and Vertex Pharmaceuticals Incorporated.](#)

104 Cover Page Interactive Data File (embedded within the Inline XBRL document).

† Portions of this exhibit (indicated by asterisks) have been omitted in accordance with Item 601(b)(10) of Regulation S-K.

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**SIGNATURE**

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.

**Entrada Therapeutics, Inc.**

Date: November 1, 2023

/s/ Dopal Doshi

Dopal Doshi

President and Chief Executive Officer

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CERTAIN CONFIDENTIAL INFORMATION, MARKED BY [\*\*\*] HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

**AMENDMENT NO. 1  
TO THE  
STRATEGIC COLLABORATION AND LICENSE AGREEMENT**

This AMENDMENT NO. 1 TO THE STRATEGIC COLLABORATION AND LICENSE AGREEMENT (this “**Amendment**”) is entered into as of October 26, 2023 (the “**Amendment Effective Date**”) by and between, on the one hand, **VERTEX PHARMACEUTICALS INCORPORATED**, a corporation organized and existing under the laws of the Commonwealth of Massachusetts (“**Vertex**”), and, on the other hand, **ENTRADA THERAPEUTICS, INC.**, a corporation organized under the laws of the State of Delaware (“**Company**”). Vertex and Company each may be referred to herein individually as a “**Party**” or collectively as the “**Parties**.” This Amendment amends the Strategic Collaboration and License Agreement, entered into as of December 7, 2022, between Vertex and Company (the “**Agreement**”). Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to such terms in the Agreement.

**RECITALS**

**WHEREAS**, Vertex and Company desire to amend Section 1.167 and Section 5.3.1 of the Agreement.

**WHEREAS**, the Company has [\*\*\*] as defined under the original Agreement;

**WHEREAS**, the Parties have agreed [\*\*\*] to amend the Agreement [\*\*\*].

**NOW, THEREFORE**, in consideration of the respective covenants and agreements set forth herein, the Parties hereto agree as follows:

**ARTICLE 1.  
AMENDMENTS**

- 1.1. **Amendment Date.** This Amendment will be effective as of the Amendment Effective Date.
- 1.2. **Successful Completion of Ongoing Study Definition.** Section 1.167 of the Agreement is hereby amended by deleting it in its entirety and replacing it with the following text:
  - 1.167. “**Successful Completion of Ongoing Study**” means [\*\*\*].
- 1.3. **Milestone Payment Section.** The Section 5.3.1 of the Agreement is hereby amended (i) by deleting the table contained in Section 5.3.1 and replacing it with the table set forth below and (ii) adding a final sentence to Section 5.3.1 after the table as set forth below.

	<b>Milestone Event</b>	<b>Milestone Payment</b>
1	[***]	[***]
2	[***]	[***]
3	[***]	[***]
4	[***]	[***]
5	[***]	[***]

As of the Amendment Effective Date under the Agreement, as amended, the Parties agree and acknowledge [\*\*\*] in accordance with Section 5.3.3 promptly after the Amendment Effective Date.

**ARTICLE 2.  
MISCELLANEOUS**

- 2.1. **Effect of Amendment.** The amendments set forth in this Amendment shall be deemed to be incorporated in, and made a part of, the Agreement, and the Agreement and this Amendment shall be read, taken and construed as one and the same agreement (including with respect to the provisions set forth in Article 11 (Miscellaneous) of the Agreement which shall, as applicable, be deemed to apply to this Amendment *mutatis mutandis*). This Amendment shall not be deemed to be an amendment to any other terms and conditions of the Agreement. Except as expressly amended by this Amendment, the Agreement remains unchanged and in full force and effect.
- 2.2. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which will be an original and all of which will constitute together the same document. Counterparts may be signed and delivered by digital transmission (*e.g.*, .pdf), each of which will be binding when received by the applicable Party. The Parties may execute this Agreement by electronically transmitted signature and such electronically transmitted signature will be as effective as an original executed signature page.

[SIGNATURE PAGE FOLLOWS]

\* \_ \* \_ \* \_ \*

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their representatives thereunto duly authorized as of the Amendment Effective Date.

**VERTEX PHARMACEUTICALS INCORPORATED**

By: /s/ Charles Wagner  
Name: Charles Wagner  
Title: CFO

**ENTRADA THERAPEUTICS, INC.**

By: /s/ Dipal Doshi  
Name: Dipal Doshi  
Title: CEO

CERTAIN CONFIDENTIAL INFORMATION, MARKED BY [\*\*\*] HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

**AMENDMENT NO. 1  
TO THE  
SUBLICENSE AGREEMENT**

This AMENDMENT NO. 1 TO THE SUBLICENSE AGREEMENT (this “**Amendment**”) is entered into as of October 26, 2023 (the “**Amendment Effective Date**”) by and between, on the one hand, **VERTEX PHARMACEUTICALS INCORPORATED**, a corporation organized and existing under the laws of the Commonwealth of Massachusetts (“**Vertex**”), and, on the other hand, **ENTRADA THERAPEUTICS, INC.**, a corporation organized under the laws of the State of Delaware (“**Company**”). Vertex and Company each may be referred to herein individually as a “**Party**” or collectively as the “**Parties**.” This Amendment amends the Sublicense Agreement, entered into as of December 7, 2022, between Vertex and Company (the “**Agreement**”). Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to such terms in the Agreement.

**RECITALS**

**WHEREAS**, Vertex and Company desire to amend Section 1.117 and Section 6.2.1 of the Agreement.

**WHEREAS**, the Company has [\*\*\*] as defined under the original Agreement;

**WHEREAS**, the Parties have agreed [\*\*\*] to amend the Agreement [\*\*\*].

**NOW, THEREFORE**, in consideration of the respective covenants and agreements set forth herein, the Parties hereto agree as follows:

**ARTICLE 1.  
AMENDMENTS**

- 1.1. **Amendment Date**. This Amendment will be effective as of the Amendment Effective Date.
- 1.2. **Successful Completion of Ongoing Study Definition**. Section 1.117 of the Agreement is hereby amended by deleting it in its entirety and replacing it with the following text:
- 1.117. “**Successful Completion of Ongoing Study**” means [\*\*\*]
- 1.3. **Milestone Payment Section**. Section 6.2.1 of the Agreement is hereby amended (i) by deleting the table contained in Section 6.2.1 of the Agreement and replacing it with the table set forth below and (ii) adding a final sentence to Section 6.2.1 of the Agreement after the table as set forth below.

	<b>Milestone Event</b>	<b>Milestone Payment</b>
1	[***]	[***]
2	[***]	[***]
3	[***]	[***]
4	[***]	[***]
5	[***]	[***]



As of the Amendment Effective Date, the Parties agree and acknowledge [\*\*\*].

**ARTICLE 2.  
MISCELLANEOUS**

- 2.1. **Effect of Amendment.** The amendments set forth in this Amendment shall be deemed to be incorporated in, and made a part of, the Agreement, and the Agreement and this Amendment shall be read, taken and construed as one and the same agreement (including with respect to the provisions set forth in Article 12 (Miscellaneous) of the Agreement which shall, as applicable, be deemed to apply to this Amendment *mutatis mutandis*). This Amendment shall not be deemed to be an amendment to any other terms and conditions of the Agreement. Except as expressly amended by this Amendment, the Agreement remains unchanged and in full force and effect.
- 2.2. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which will be an original and all of which will constitute together the same document. Counterparts may be signed and delivered by digital transmission (*e.g.*, .pdf), each of which will be binding when received by the applicable Party. The Parties may execute this Agreement by electronically transmitted signature and such electronically transmitted signature will be as effective as an original executed signature page.

[SIGNATURE PAGE FOLLOWS]

\* \_ \* \_ \* \_ \*

**IN WITNESS WHEREOF**, the Parties have caused this Amendment to be executed by their representatives thereunto duly authorized as of the Amendment Effective Date.

**VERTEX PHARMACEUTICALS INCORPORATED**

By: /s/ Charles Wagner  
Name: Charles Wagner  
Title: CFO

**ENTRADA THERAPEUTICS, INC.**

By: /s/ Dipal Doshi  
Name: Dipal Doshi  
Title: CEO