

**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): March 17, 2022**

**IMPEL NEUROPHARMA, INC.**

(Exact name of registrant as specified in its charter)

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

**001-40353**  
(Commission  
File Number)

**26-3058238**  
(IRS Employer  
Identification No.)

**201 Elliott Avenue West, Suite 260**  
**Seattle, WA**  
(Address of principal executive offices)

**98119**  
(Zip Code)

**(206) 568-1466**  
(Registrant's telephone number, including area code)

N/A

(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:

- 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(s)</b>	<b>Name of each exchange on which registered</b>
Common Stock, \$0.001 Par Value Per Share	IMPL	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.**

##### Revenue Interest Financing Agreement

On March 17, 2022, ("Closing Date"), Impel Neuropharma, Inc. (the "Company") entered into a Revenue Interest Financing Agreement ("RIF") with certain purchasers party thereto (collectively "Purchasers") and Oaktree Fund Administration, LLC as administrative agent (in such capacity, "RIF Agent"), pursuant to which the Company sold to the Purchasers the right to receive payments from us at a tiered percentage (the "Applicable Tiered Percentage"), of future net revenues of Trudhesa, including worldwide net product sales and upfront payments, and milestones, (collectively, "the Revenue Interests"). Under the terms of the agreement, the Company received \$50.0 million ("Investment Amount"), less certain transaction expenses, in exchange for tiered royalty payments on worldwide net sales from Trudhesa, as follows: 7.75% on annual United States net sales up to \$150.0 million; 4.75% on annual United States net sales between \$150 million and \$300 million; 0.75% on annual United States net sales greater than \$300.0 million; and 10% of any upfront payments, milestone payments and royalties received by us from licensing or partnerships relating to Trudhesa outside the United States.

The Purchaser's rights to receive the Revenue Interests shall terminate on the date on which the Purchasers have received payments equal to 175% of the funded portion of the Investment Amount including the aggregate of all payments made to the Purchasers as of such date, unless the Revenue Interest Financing Agreement is earlier terminated. If the Purchasers have not received payments equal to the 175% of the funded portion of the Investment Amount by the nine-year anniversary of the initial closing date, among other things, the Company shall pay the Purchasers an amount equal to the funded portion of the Investment Amount plus a specific annual rate of return less payments previously received.

Under the RIF, the Company has an option (the "Call Option") to repurchase future Revenue Interests at any time until the third anniversary of the Closing Date upon advance written notice. Additionally, the Purchasers have an option (the "Put Option") to terminate the RIF and to require the Company to repurchase future Revenue Interests upon enumerated events such as a bankruptcy event, a material adverse effect or a change of control. If the Put Option or the Call Option are exercised, the required repurchase price is an amount equal to (a) 1.25 *multiplied* by (b) the Investment Amount, (ii) as of any date on or after the one-year anniversary of the Closing Date and before the two-year anniversary of the Closing Date, an amount equal to (a) 1.40 *multiplied* by (b) the Investment Amount, (iii) as of any date on or after the two-year anniversary of the Closing Date and before the three-year anniversary of the Closing Date, an amount equal to (a) 1.55 *multiplied* by (b) the Investment Amount, and (iv) as of any date on or after the three-year anniversary of the Closing Date, an amount equal to (a) 1.75 *multiplied* by (b) the Investment Amount, in each case net of the sum of any payments received by the Purchasers prior to such Put Option Closing Date or Call Option Closing Date, as applicable.

If the Purchasers have not received 100% of the Investment Amount by February 15, 2027, the first tier royalty rate will be subject to an increase from 7.75% to 10.75%. The Company's obligations under the RIF are secured, subject to customary permitted liens and other agreed upon exceptions and subject to an intercreditor agreement with Oaktree Fund Administration, LLC, as administrative agent for the lenders under the Senior Credit Agreement, by a perfected security interest in (i) accounts receivable arising from net sales of Trudhesa and (ii) intellectual property that is claiming or covering Trudhesa, or any method of using, making or manufacturing Trudhesa, including regulatory approvals, clinical data and all other Trudhesa assets.

##### Oaktree Loan and Security Agreement

On March 17, 2022, the Company entered into a senior secured loan agreement and related security agreements ("Senior Credit Agreement") with Oaktree Fund Administration, LLC as administrative agent, and the lenders party thereto (collectively "Oaktree") under which it borrowed \$50.0 million.

The term loan has a maturity date of March 17, 2027, initially bearing interest at SOFR + 8.75% (with a SOFR floor of 1.00%). Once Trudhesa achieves at least \$125.0 million in net sales, interest will step down to SOFR + 8.00% (with a SOFR floor of 1.00%). The Company is required to make quarterly interest-only payments until the fourth anniversary of the Closing Date, after which the Company is required to make quarterly amortizing payments, with the remaining balance of the principal plus accrued and unpaid interest due at maturity. Prepayments of the loan, in whole or in part, will subject to early prepayment fee which declines each year until the fourth anniversary date of the Closing Date, after which no prepayment fee is required. The Company is also required to pay an exit fee upon any payment or prepayment equal to 2.0% of the aggregate principal amount of the loans funded under the Senior Credit Agreement.

The Senior Credit Agreement contains customary representations, warranties, events of default and covenants of the Company and its subsidiaries, including a requirement to maintain a minimum \$12.5 million unrestricted cash balance at all times.

A portion of the loan proceeds were used to repay in full the \$32.9 million aggregate principal amount (including the prepayment fee and final payment fee) of loans outstanding owed to Oxford Finance LLC and Silicon Valley Bank by the Company.

The above descriptions of the RIF and Security Credit Agreement are a summary of the material terms of such agreements and do not purport to be complete. The Company expects to file the Agreement as an exhibit to its next Quarterly Report on Form 10-Q. The foregoing description of the Agreement is qualified in its entirety by reference to the text of the Agreement when filed.

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

The information in Item 1.01 above relating to the Company's obligations to make payments with respect to the RIF and Senior Credit Agreement is incorporated by reference into this Item 2.03.

**Item 9.01. Financial Statements and Exhibits.**

<b>Exhibit No.</b>	<b>Description</b>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

**SIGNATURE**

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.

**IMPEL NEUROPHARMA, INC.**

Date: March 17, 2022

By: /s/ John Leaman

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John Leaman

Chief Financial Officer

