

**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 3, 2022

WAVE LIFE SCIENCES LTD.

(Exact name of registrant as specified in its charter)

Singapore
(State or other jurisdiction
of incorporation)

001-37627
(Commission
File Number)

00-000000
(IRS Employer
Identification No.)

**7 Straits View #12-00, Marina One
East Tower
Singapore**
(Address of principal executive offices)

018936
(Zip Code)

Registrant's telephone number, including area code: +65 6236 3388

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:

Title of each class	Trading symbol	Name of each exchange on which registered
\$0 Par Value Ordinary Shares	WVE	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.*Amendment to Open Market Sale AgreementSM*

On March 3, 2022, Wave Life Sciences Ltd. (the “Company”) entered into Amendment No. 2 (“Amendment No. 2”) to the Open Market Sale AgreementSM, dated May 10, 2019 (the “Original Agreement”), as amended by Amendment No. 1, dated as of March 2, 2020 (“Amendment No. 1” and together with the Original Agreement, the “Sales Agreement”), it entered into with Jefferies LLC, as sales agent. Amendment No. 2 will be effective when the Company’s shelf registration statement on Form S-3 (File No. 333-263251) (the “New Registration Statement”) is declared effective by the Securities and Exchange Commission.

Before being amended by Amendment No. 2, the Sales Agreement provided for the sale and issuance of the Company’s ordinary shares, no par value per share (the “Shares”), in an “at-the-market” offering (the “ATM Offering”) pursuant to the Company’s shelf registration statement on Form S-3 (File No. 333-231382) (the “Existing Registration Statement”), which includes an ATM Offering prospectus, dated May 1, 2020, providing for the sale of up to \$250 million of the Shares in the ATM Offering. To date, the Company has issued and sold 16,782,029 Shares under the Sales Agreement for gross proceeds of approximately \$118 million. Shares may continue to be sold under the Sales Agreement pursuant to the Existing Registration Statement until the effective date of the New Registration Statement pursuant to the terms of Amendment No. 2.

Amendment No. 2 to the Sales Agreement provides for the issuance and sale of the Shares in the ATM Offering under the New Registration Statement, once it is declared effective, pursuant to an ATM Offering prospectus, which is included in the New Registration Statement. The ATM Offering prospectus provides for the sale of up to approximately \$132 million of the Shares remaining that have not yet been issued or sold in the ATM Offering under the New Registration Statement.

The foregoing description of Amendment No. 2 does not purport to be complete and is qualified in its entirety by reference to the full text of Amendment No. 2, a copy of which is filed herewith as Exhibit 10.1, and is incorporated herein by reference.

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

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment No. 2, dated March 3, 2022, to the Open Market Sale Agreement, dated as of May 10, 2019, by and between Wave Life Sciences Ltd. and Jefferies LLC.
104	Cover Page Interactive Data File (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.

WAVE LIFE SCIENCES LTD.

By: /s/ Paul B. Bolno, M.D.

Paul B. Bolno, M.D.

President and Chief Executive Officer

Date: March 3, 2022

AMENDMENT NO. 2 TO
OPEN MARKET SALE AGREEMENT

March 3, 2022

This Amendment No. 2 (“**Amendment No. 2**”) amends that certain Open Market Sale AgreementSM, dated as of May 10, 2019, as amended by Amendment No. 1, dated as of March 2, 2020 (together, the “**Agreement**”), by and between Wave Life Sciences Ltd. (the “**Company**”) and Jefferies LLC, as sales agent and/or principal (the “**Agent**”). Defined terms used herein and not otherwise defined shall have the meaning assigned to such terms in the Agreement.

WITNESSETH THAT:

WHEREAS, Section 8(i) of the Agreement permits the Company and the Agent to amend the Agreement; and

WHEREAS, the Company and the Agent now desire to amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Agent agree as follows:

1. Reference to the “Registration Statement” in the Agreement shall refer to the registration statement on Form S-3 (File No. 333-263251), originally filed with the Commission on March 3, 2022 (as the same may be amended from time to time, the “**New Registration Statement**”), when the New Registration Statement is declared effective by the Commission.
2. References to the date of the Agreement in the form of Issuance Notice included as Exhibit A to the Agreement is hereby revised to read, “May 10, 2019, as amended by Amendment No. 1 thereto, dated March 2, 2020, and Amendment No. 2 thereto, dated March 3, 2022.”
3. Except as specifically set forth herein, all other provisions of the Agreement shall remain in full force and effect.
4. This Amendment No. 2 shall become effective upon the date that the New Registration Statement is declared effective under the Securities Act.
5. The Company agrees to pay the reasonable and documented fees and disbursements of the Agent’s counsel in connection with this Amendment No. 2, provided that the amount payable by the Company with respect to such fees and disbursements of the Agent’s counsel shall not exceed \$10,000.
6. Section 8(i) of the Agreement is supplemented and amended such that this Amendment No. 2 and the Agreement, as amended hereby, constitute the entire agreement of the parties to the Agreement and supersedes all prior written or oral and all contemporaneous oral agreements, understandings and negotiations with respect to the subject matter hereof and thereof.
7. Except as amended hereby, the Agreement as now in effect is ratified and confirmed hereby in all respects. For the avoidance of doubt, this Amendment No. 2 and all of its provisions shall be deemed to be a part of the Agreement, as amended hereby.

8. This Amendment No. 2 shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed in such state. Any legal suit, action or proceeding arising out of or based upon this Amendment No. 2 or the transactions contemplated hereby may be instituted in the federal courts of the United States of America located in the Borough of Manhattan in the City of New York or the courts of the State of New York in each case located in the Borough of Manhattan in the City of New York (collectively, the “**Specified Courts**”), and each party irrevocably submits to the exclusive jurisdiction (except for proceedings instituted in regard to the enforcement of a judgment of any such court, as to which such jurisdiction is non-exclusive) of such courts in any such suit, action or proceeding. Service of any process, summons, notice or document by mail to such party’s address set forth in the Agreement shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or other proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such suit, action or other proceeding brought in any such court has been brought in an inconvenient forum.

[Signature page follows.]

If the foregoing is in accordance with your understanding of our agreement, kindly sign and return to the Company the enclosed copies hereof, whereupon this instrument, along with all counterparts hereof, shall become a binding agreement in accordance with its terms.

Very truly yours,

WAVE LIFE SCIENCES LTD.

By: /s/ Paul B. Bolno, M.D.

Name: Paul B. Bolno, M.D.

Title: President and Chief Executive Officer

The foregoing Amendment is hereby confirmed and accepted by the Agent in New York, New York as of the date first above written.

JEFFERIES LLC

By: /s/ Michael Magarro

Name: Michael Magarro

Title: Managing Director

[Signature Page to Amendment No. 2]