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**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): September 3, 2020 (September 2, 2020)

**Idera Pharmaceuticals, Inc.**  
(Exact Name of Registrant as Specified in Charter)

<b>Delaware</b> (State or Other Jurisdiction of Incorporation)	<b>001-31918</b> (Commission File Number)	<b>04-3072298</b> (I.R.S Employer Identification No.)
<b>505 Eagleview Blvd., Suite 212</b> <b>Exton, Pennsylvania</b> (Address of Principal Executive Offices)		<b>19341</b> (Zip Code)

Registrant's telephone number, including area code: **(484) 348-1600**

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:

Title of each class	Trading Symbol	Name of each exchange on which registered
<b>Common Stock, par value \$0.001 per share</b>	<b>IDRA</b>	<b>Nasdaq Capital 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.

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**Item 1.01 Entry into a Material Definitive Agreement.**

Idera Pharmaceuticals, Inc. (the “Company”), previously entered into a purchase agreement on March 4, 2019 (the “Purchase Agreement”) with Lincoln Park Capital Fund, LLC (“Lincoln Park”), an Illinois limited liability company, pursuant to which, upon the terms and subject to the conditions and limitations set forth therein, Lincoln Park committed to purchase an aggregate of \$35 million of shares of common stock, \$0.001 par value, of the Company (“Common Stock”) from time to time at the Company’s sole discretion. The Purchase Agreement limited the Company’s sale of shares of Common Stock to Lincoln Park to 5,521,258 shares of Common Stock, representing 19.99% of the shares of the Common Stock outstanding on the date of the Purchase Agreement, unless (i) shareholder approval was obtained to issue more than such amount or (ii) the average price of all applicable sales of Common Stock to Lincoln Park under the Purchase Agreement equaled or exceeded \$2.74 per share, which represented the lower of (A) the closing price of the Common Stock on the Nasdaq Capital Market immediately preceding the date of the Purchase Agreement or (B) the average of the closing price of the Common Stock on the Nasdaq Capital Market for the five Business Days immediately preceding the date of the Purchase Agreement, as calculated in accordance with Nasdaq Rules.

On September 2, 2020, the Company and Lincoln Park entered into a First Amendment to Purchase Agreement (the “Amended Purchase Agreement”). The primary purpose of the Amended Purchase Agreement was to reference the Company’s Registration Statement on Form S-3, Registration No. 333-240366 (the “Registration Statement”), rather than the registration statement that had been referenced at the time of the Purchase Agreement, and facilitate a corresponding increase in the number of shares of Common Stock issuable under the Exchange Cap (as defined in the Amended Purchase Agreement). The Amended Purchase Agreement limits the Company’s sale of shares of Common Stock to Lincoln Park from the date thereof to 7,036,329 shares of Common Stock, representing 19.99% of the shares of the Common Stock outstanding on the date of the Amended Purchase Agreement unless (i) shareholder approval is obtained to issue more than such amount or (ii) the average price of all applicable sales of Common Stock to Lincoln Park under the Amended Purchase Agreement equals or exceeds \$2.05 per share, which represents the lower of (A) the closing price of the Common Stock on the Nasdaq Capital Market immediately preceding the date of the Amended Purchase Agreement or (B) the average of the closing prices of the Common Stock on the Nasdaq Capital Market for the five Business Days immediately preceding the date of the Amended Purchase Agreement, as calculated in accordance with Nasdaq Rules.

The foregoing description of the Amended Purchase Agreement is qualified in its entirety by reference to the Purchase Agreement, filed as [Exhibit 10.37](#) to the Company’s [Annual Report on Form 10-K for the fiscal year ended December 31, 2018, which was filed with the SEC on March 6, 2019](#), and to the Amended Purchase Agreement, a copy which is filed as [Exhibit 10.1](#) hereto, and which is incorporated herein by reference.

The Company is filing the opinion of Morgan, Lewis & Bockius LLP regarding the validity of the shares of Common Stock issued pursuant to the Amended Purchase Agreement as [Exhibit 5.1](#) hereto.

**Item 8.01 Other Events.**

The Company previously entered into an equity distribution agreement (the “Equity Distribution Agreement”), dated November 26, 2018, with JMP Securities LLC relating to the sale of up to an aggregate amount of \$50,000,000 of shares of Common Stock. Prior to the date hereof, the Company has sold 1,471,369 shares of Common Stock pursuant to the Equity Distribution Agreement, resulting in gross proceeds of \$3,419,135. On September 2, 2020, the Company filed a prospectus supplement for the purpose of registering under the Registration Statement the Common Stock in the aggregate amount of up to \$46,580,865 that remains available for sale under the Equity Distribution Agreement.

The Company is filing the opinion of Morgan, Lewis & Bockius LLP regarding the validity of the shares of Common Stock issued pursuant to the Equity Distribution Agreement as [Exhibit 5.2](#) hereto.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

See the Exhibit Index below, which is incorporated by reference herein.

## Exhibit Index

Exhibit No.	Exhibit Name
<a href="#">5.1</a>	<a href="#">Opinion of Morgan, Lewis &amp; Bockius LLP relating to the Amended Purchase Agreement</a>
<a href="#">5.2</a>	<a href="#">Opinion of Morgan, Lewis &amp; Bockius LLP relating to the Equity Distribution Agreement</a>
<a href="#">10.1</a>	<a href="#">First Amendment to Purchase Agreement, dated as of September 2, 2020, by and between Idera Pharmaceuticals, Inc. and Lincoln Park Capital Fund, LLC</a>
<a href="#">23.1</a>	<a href="#">Consent of Morgan, Lewis &amp; Bockius LLP (contained in Exhibit 5.1)</a>
<a href="#">23.2</a>	<a href="#">Consent of Morgan, Lewis &amp; Bockius LLP (contained in Exhibit 5.2)</a>
104	Cover Page Data File (formatted as inline XBRL and contained in Exhibit 101)

**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.

IDERA PHARMACEUTICALS, INC.

By: /s/ Bryant D. Lim  
Bryant D. Lim  
Senior Vice President, General Counsel and Secretary

Dated: September 3, 2020

# Morgan Lewis

September 3, 2020

Idera Pharmaceuticals, Inc.  
505 Eagleview Boulevard, Suite 212  
Exton, Pennsylvania 19341

Re: Idera Pharmaceuticals, Inc.  
Registration Statement on Form S-3 (File No. 333-240366)

Ladies and Gentlemen:

We have acted as counsel to Idera Pharmaceuticals, Inc., a Delaware corporation (the “Company”), in connection with the filing of the prospectus supplement of the Company, dated September 2, 2020, including the accompanying prospectus (the “Base Prospectus”) included in the above-referenced Registration Statement on Form S-3 (No. 333-240366) (the “Registration Statement”) under the Securities Act of 1933, as amended (the “Act”), filed with the Securities and Exchange Commission (the “Commission”) on August 4, 2020, and declared effective by the Commission on September 2, 2020, which prospectus supplement was filed by the Company with the Commission on September 3, 2020, pursuant to Rule 424(b) promulgated under the Act (such prospectus supplement, together with the Base Prospectus, the “Prospectus”). The Prospectus relates to the issuance and sale from time to time to Lincoln Park Capital Fund, LLC (“Lincoln Park Capital”), pursuant to the Registration Statement, of up to \$30,173,865 aggregate offering price of shares (the “Purchase Shares”) of the Company’s common stock, all as contemplated by a purchase agreement dated as of March 4, 2019 by and between the Company and Lincoln Park Capital Fund, LLC, as amended on September 2, 2020 (the “Amended Purchase Agreement”), which is filed as an exhibit to the Company’s Current Report on Form 8-K, filed on the date hereof.

As to all matters of fact (including factual conclusions and characterizations and descriptions of purpose, intention or other state of mind), we have relied, with your permission, entirely upon written actions by the operating committee of the board of directors of the Company and certificates of certain officers of the Company and have assumed, without independent inquiry, the accuracy of those certificates and written actions by the operating committee of the board of directors of the Company.

As counsel to the Company, in rendering the opinions hereinafter expressed, we have examined and relied upon originals or copies of such corporate records, agreements, documents and instruments as we have deemed necessary or advisable for purposes of this opinion, including (i) the certificate of incorporation and bylaws of the Company, as amended and restated to date, (ii) the Registration Statement and the exhibits thereto filed with the Commission, (iii) the Prospectus, (iv) the Amended Purchase Agreement, and (v) the written actions of the operating committee of the board of directors referenced above.

This opinion is limited solely to the Delaware General Corporation Law without regard to choice of law, to the extent that the same may apply to or govern the transactions contemplated by the Registration Statement. We express no opinion as to the effect of events occurring, circumstances arising, or changes of law becoming effective or occurring, after the date hereof on the matters addressed in this opinion.

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Idera Pharmaceuticals, Inc.  
September 3, 2020  
Page 2

Based on such examination and subject to the foregoing, we are of the opinion that the Purchase Shares have been duly authorized for issuance and, when issued and paid for in accordance with the terms and conditions of the Purchase Agreement, will be validly issued, fully paid and nonassessable.

We hereby consent to the filing of this opinion with the Commission as an exhibit to a Current Report on Form 8-K to be filed with the Commission (and its incorporation by reference into the Registration Statement) in accordance with the requirements of Item 601(b)(5) of Regulation S-K promulgated under the Act and to the reference to this firm therein and under the heading "Legal Matters" in the Prospectus included in the Registration Statement. In giving this consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Act, or the rules and regulations of the Commission thereunder. In rendering this opinion, we are opining only as to the specific legal issues expressly set forth herein, and no opinion shall be inferred as to any other matter or matters. This opinion is intended solely for use in connection with the issuance and sale of the Purchase Shares subject to the Registration Statement and is not to be relied upon for any other purpose.

Very truly yours,

/s/ Morgan, Lewis & Bockius LLP

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# Morgan Lewis

September 2, 2020

Idera Pharmaceuticals, Inc.  
505 Eagleview Boulevard, Suite 212  
Exton, Pennsylvania 19341

RE: Idera Pharmaceuticals, Inc. – Registration Statement on Form S-3 (File No. 333-240366)

Ladies and Gentlemen:

We have acted as counsel to Idera Pharmaceuticals, Inc., a Delaware corporation (the “Company”), in connection with the filing of the referenced Registration Statement on Form S-3 (No. 333-240366) (the “Registration Statement”) under the Securities Act of 1933, as amended (the “Act”), filed with the Securities and Exchange Commission (the “Commission”) on August 4, 2020, and declared effective by the Commission on September 2, 2020, the prospectus included in the Registration Statement (the “Base Prospectus”), and the prospectus supplement of the Company dated September 2, 2020, including the accompanying Base Prospectus, filed by the Company with the SEC on September 2, 2020 pursuant to Rule 424(b) promulgated under the Act (the “Prospectus”), relating to the offering and sale by the Company of up to \$46,581,000 aggregate offering price of shares (the “Shares”) of the Company’s common stock, \$0.001 par value per share (the “Common Stock”) in an “at the market offering” as defined in Rule 415 of the Act in accordance with the Equity Distribution Agreement, dated November 26, 2018, between the Company and JMP Securities LLC (the “Sales Agreement”).

As to all matters of fact (including factual conclusions and characterizations and descriptions of purpose, intention or other state of mind), we have relied, with your permission, entirely upon written actions by the operating committee of the board of directors of the Company and certificates of certain officers of the Company and have assumed, without independent inquiry, the accuracy of those certificates and written actions by the operating committee of the board of directors of the Company.

As counsel to the Company, in rendering the opinions hereinafter expressed, we have examined and relied upon originals or copies of such corporate records, agreements, documents and instruments as we have deemed necessary or advisable for purposes of this opinion, including (i) the certificate of incorporation and bylaws of the Company, (ii) the Registration Statement and the exhibits thereto filed with the Commission, (iii) the Prospectus, (iv) the Sales Agreement, and (v) the written actions of the operating committee of the board of directors referenced above.

This opinion is limited solely to the Delaware General Corporation Law without regard to choice of law, to the extent that the same may apply to or govern the transactions contemplated by the Registration Statement. We express no opinion as to the effect of events occurring, circumstances arising, or changes of law becoming effective or occurring, after the date hereof on the matters addressed in this opinion.

Based on such examination and subject to the foregoing, we are of the opinion that the Shares, when issued by the Company and delivered by the Company against payment therefore as contemplated by the Sales Agreement and a Placement Notice (as defined in the Sales Agreement), will be duly and validly issued, fully paid and non-assessable.

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Idera Pharmaceuticals, Inc.  
September 2, 2020  
Page 2

We hereby consent to the filing of this opinion with the Commission as an exhibit to a Current Report on Form 8-K to be filed with the Commission (and its incorporation by reference into the Registration Statement) in accordance with the requirements of Item 601(b)(5) of Regulation S-K promulgated under the Act and to the reference to this firm therein and under the heading "Legal Matters" in the Prospectus included in the Registration Statement. In giving this consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Act, or the rules and regulations of the Commission thereunder. In rendering this opinion, we are opining only as to the specific legal issues expressly set forth herein, and no opinion shall be inferred as to any other matter or matters. This opinion is intended solely for use in connection with the issuance and sale of the Shares subject to the Registration Statement and is not to be relied upon for any other purpose.

Very truly yours,

/s/ Morgan, Lewis & Bockius LLP

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## FIRST AMENDMENT TO PURCHASE AGREEMENT

**THIS FIRST AMENDMENT TO PURCHASE AGREEMENT** (this “First Amendment”), dated as of September 2, 2020, by and between **IDERA PHARMACEUTICALS, INC.**, a Delaware corporation (the “Company”), and **LINCOLN PARK CAPITAL FUND, LLC**, an Illinois limited liability company (the “Investor”).

**WHEREAS**, the Company and the Investor entered into that certain Purchase Agreement (the “Agreement”), dated as of March 4, 2019, and the Company and the Investor now desire to amend the Agreement only as set forth in this First Amendment.

**NOW THEREFORE**, in consideration of the mutual covenants contained in this First Amendment, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and the Investor hereby agree as follows:

1. Section 1 of the Agreement is amended by adding the following defined term thereto in appropriate alphabetical order:

“First Amendment Effective Date” means September 2, 2020.

2. Section 2(e)(i) is deleted in its entirety and replaced by the following:

Exchange Cap. Subject to Section 2(e)(ii) below, the Company shall not issue or sell any shares of Common Stock pursuant to this Agreement, and the Investor shall not purchase or acquire any shares of Common Stock pursuant to this Agreement, to the extent that after giving effect thereto, the aggregate number of shares of Common Stock that would be issued pursuant to this Agreement on or following the First Amendment Effective Date and the transactions contemplated hereby would exceed 7,036,329 shares of Common Stock, representing 19.99% of the shares of Common Stock outstanding on the First Amendment Effective Date (which number of shares shall be reduced, on a share-for-share basis, by the number of shares of Common Stock issued or issuable pursuant to any transaction or series of transactions that may be aggregated with the transactions contemplated by this Agreement under applicable rules of the Nasdaq Capital Market or any other Principal Market on which the Common Stock may be listed or quoted) (the “Exchange Cap”), unless and until the Company elects to solicit stockholder approval of the issuance of Common Stock as contemplated by this Agreement and the stockholders of the Company have in fact approved such issuance in accordance with the applicable rules and regulations of the Nasdaq Capital Market, any other Principal Market on which the Common Stock may be listed or quoted, and the Company’s Certificate of Incorporation, as amended (the “Certificate of Incorporation”), and the Company’s Amended and Restated Bylaws, as amended (the “Bylaws”). For the avoidance of doubt, the Company may, but shall be under no obligation to, request its stockholders to approve the issuance of Common Stock as contemplated by this Agreement; provided, that if stockholder approval is not obtained in accordance with this Section 2(e)(i), the Exchange Cap shall be applicable for all purposes of this Agreement and the transactions contemplated hereby at all times during the term of this Agreement (except as set forth in Section 2(e)(ii) below).

3. Section 2(e)(ii) is deleted in its entirety and replaced by the following:

At-the-Market Transaction. Notwithstanding Section 2(e)(i) above and subject to the prior approval of the Nasdaq Capital Market or any other Principal Market on which the Common Stock may be listed or quoted (to the extent required), the Exchange Cap shall not be applicable for any purposes of this Agreement and the transactions contemplated hereby, solely to the extent that (and only for so long as) the Average Price shall equal or exceed the Signing Market Price and in accordance with any other applicable rules of the Nasdaq Capital Market or any other Principal Market on which the Common Stock may be listed or quoted (it being hereby acknowledged and agreed that the Exchange Cap shall be applicable for all purposes of this Agreement and the transactions contemplated hereby at all other times during the term of this Agreement, unless the stockholder approval referred to in Section 2(e)(i) is obtained). “Signing Market Price” means \$2.05, representing the lower of (i) the closing price of the Common Stock on the Nasdaq Capital Market immediately preceding the date of the First Amendment Effective Date or (ii) the average of the closing price of the Common Stock on the Nasdaq Capital Market for the five Business Days immediately preceding the signing of this First Amendment.

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4. Section 5(i) is deleted in its entirety and replaced by the following:

Effective Registration Statement; Current Prospectuses. Without limiting Section 10 of the Registration Rights Agreement, the Company shall use its reasonable best efforts to keep the Registration Statement (or the New Registration Statement (as such term is defined in the Registration Rights Agreement)) effective pursuant to Rule 415 promulgated under the Securities Act, and to keep the Registration Statement (or the New Registration Statement (as such term is defined in the Registration Rights Agreement)) and the Prospectus (or a base prospectus and prospectus supplement to the New Registration Statement (as such term is defined in the Registration Rights Agreement)) current and available for issuances and sales of all of the Securities by the Company to the Investor, at all times until the earlier of (i) the date on which the Investor shall have sold all the Securities and no Available Amount remains under this Agreement and (ii) 180 days following the earlier of (A) the Maturity Date and (B) the date of termination of this Agreement (the “Registration Period”). The Company shall comply with all applicable federal, state and foreign securities laws in connection with the offer, issuance and sale of the Securities contemplated by the Transaction Documents. Without limiting the generality of the foregoing, neither the Company nor any of its officers, directors or affiliates will take, directly or indirectly, any action designed or intended to stabilize or manipulate the price of any security of the Company, or which would reasonably be expected to cause or result in, stabilization or manipulation of the price of any security of the Company.

5. Section 5(n)(i) is deleted in its entirety and replaced by the following:

Common Stock issued pursuant to any “bought deal” or other similar offering conducted at a fixed price under the Company’s Shelf Registration Statement or New Registration Statement (as such term is defined in the Registration Rights Agreement).

6. Section 5(n)(i) is deleted in its entirety and replaced by the following:

Limitation on Variable Rate Transactions. From and after the date of this Agreement until the Maturity Date, the Company shall be prohibited from effecting or entering into an agreement to effect any issuance by the Company of Common Stock or Common Stock Equivalents (or a combination of units thereof), which issuance would constitute a Variable Rate Transaction, other than in connection with an Exempt Issuance (as defined below). The Investor shall be entitled to seek injunctive relief against the Company to preclude any such issuance, which remedy shall be in addition to any right to collect damages, without the necessity of showing economic loss and without any bond or other security being required. “Variable Rate Transaction” means an “equity line” transaction or an “at-the-market offering” of Common Stock or Common Stock Equivalents whereby the Company may issue securities at a future determined price that is not an Exempt Issuance. “Exempt Issuance” means the issuance of (a) Common Stock, options or other equity incentive awards to employees, officers, directors or vendors of the Company pursuant to any equity incentive plan duly adopted for such purpose, by the Board of Directors or a majority of the members of a committee of directors established for such purpose, (b) any Securities issued to the Investor pursuant to this Agreement, (c) shares of Common Stock, Common Stock Equivalents or other securities issued to the Investor pursuant to any other existing or future contract, agreement or arrangement between the Company and the Investor, (d) shares of Common Stock, Common Stock Equivalents or other securities upon the exercise, exchange or conversion of any shares of Common Stock, Common Stock Equivalents or other securities held by the Investor at any time, (e) any securities issued upon the exercise or exchange of or conversion of any Common Stock Equivalents issued and outstanding on the date of this Agreement, provided that such securities or Common Stock Equivalents referred to in this clause (e) have not been amended since the date of this Agreement to increase the number of such securities or Common Stock underlying such securities or to decrease the exercise price, exchange price or conversion price of such securities, (f) Common Stock issuable upon the exercise of Common Stock Equivalents, which Common Stock Equivalents are not themselves sold in a continuous offering, (g) securities issued pursuant to acquisitions, divestitures, licenses, partnerships, collaborations or strategic transactions approved by the Board of Directors or a majority of the members of a committee of directors established for such purpose, which acquisitions, divestitures, licenses, partnerships, collaborations or strategic transactions can have a Variable Rate Transaction component, provided that any such issuance shall only be to a Person (or to the equity holders of a Person) which is, itself or through its subsidiaries, an operating company or an asset in a business synergistic with the business of the Company and shall provide to the Company additional benefits in addition to the investment of funds, but shall not include a transaction in which the Company is issuing securities primarily for the purpose of raising capital or to an entity whose primary business is investing in securities, (h) Common Stock issued pursuant to an “at-the-market offering” by the Company exclusively through a registered broker-dealer acting as agent of the Company pursuant to a written agreement between the Company and such registered broker-dealer, including, without limitation, that certain Equity Distribution Agreement, dated as of November 26, 2018, between the Company and JMP Securities, LLC, or (i) Common Stock issued pursuant to any “bought deal” or other similar offering conducted at a fixed price under the Company’s Shelf Registration Statement.

7. Except as amended and modified by this First Amendment, the Agreement is hereby ratified and affirmed.

*\*\* Signature Page Follows \*\**

IN WITNESS WHEREOF, the Investor and the Company have caused this First Amendment to be duly executed as of the date first written above.

**THE COMPANY:**

**IDERA PHARMACEUTICALS, INC.**

By: /s/ Vincent Milano

Name: Vincent Milano

Title: Chief Executive Officer

**INVESTOR:**

**LINCOLN PARK CAPITAL FUND, LLC**

**BY: LINCOLN PARK CAPITAL, LLC**

**BY: Rockledge Capital Corporation**

By: /s/ Joshua Scheinfeld

Name: Joshua Scheinfeld

Title: President