

**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): July 1, 2024

ALLOVIR, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-39409
(Commission
File Number)

83-1971007
(I.R.S. Employer
Identification No.)

AlloVir, Inc.
P.O. Box 44
1661 Massachusetts Avenue
Lexington, MA 02420
(Address of principal executive offices, including zip code)

(617) 433-2605
(Registrant's telephone number, including area code)

1100 Winter Street
Waltham, Massachusetts 02451
(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:

Title of each class	Trade Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.0001 par value per share	ALVR	Nasdaq Global Select 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 1.02 Termination of a Material Definitive Agreement.

On July 1, 2024, AlloVir, Inc. (the “Company”) entered into a Termination Agreement (the “Termination Agreement”), dated July 1, 2024 (the “Effective Date”), with BP Bay Colony LLC, a Delaware limited liability company (the “Landlord”), in connection with the termination (the “Lease Termination”) of the Lease Agreement, dated September 8, 2021, by and between the Company, as tenant, and the Landlord (the “Lease Agreement”), for certain premises in the building known as and numbered 1100 Winter Street, Waltham, MA 02451 (the “Building”) consisting of (i) 19,236 square feet of rentable floor area on the first (1st) floor of the Building (the “Phase I Premises”), and (ii) 59, 305 square feet of rentable floor area on the second (2nd) and third (3rd) floors of the Building (together with the Phase I Premises, collectively the “Premises”). Pursuant to the Termination Agreement, the Company and the Landlord agreed to terminate the Lease Agreement, effective as of June 30, 2024 (the “Early Termination Date”), subject to the terms and conditions therein. The Lease Termination Agreement provides that the Company shall surrender the Premises on or prior to the Early Termination Date and shall have no further rent obligations after the Early Termination Date.

As consideration for the Landlord’s agreement to terminate the Lease Agreement as of the Early Termination Date, the Company agreed to pay the Landlord, as additional rent (the “Early Termination Payment”), funds in the amount of \$7,000,000. The Early Termination Payment shall be due on or about the date that is five (5) business days following the Effective Date.

The foregoing descriptions of the Termination Agreement is not complete and is qualified in its entirety by reference to the full text of the Termination Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
10.1	Termination Agreement, dated July 1, 2024, by and between AlloVir, Inc. and BP Bay Colony LLC
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.

AlloVir, Inc.

Date: July 2, 2024

By: /s/ Edward Miller

Name: Edward Miller

Title: *General Counsel*

TERMINATION AGREEMENT

TERMINATION AGREEMENT dated as of this 1st day of July, 2024 (the “**Effective Date**”) by and between BP Bay Colony LLC, a Delaware limited liability company (“**Landlord**”), and Allovir, Inc., a Delaware corporation (“**Tenant**”).

RECITALS

WHEREAS, by lease dated September 8, 2021 (the “**Lease**”), Landlord did lease to Tenant and Tenant did hire and lease from Landlord certain premises in the building known as and numbered 1100 Winter Street, Waltham, MA 02451 (the “**Building**”) consisting of (i) 19,236 square feet of rentable floor area on the first (1st) floor of the Building (the “**Phase I Premises**”), and (ii) 59,305 square feet of rentable floor area on the second (2nd) and third (3rd) floors of the Building (the “**Phase II Premises**” and together with the Phase I Premises, collectively the “**Premises**”), which Premises are more particularly described in the Lease. As of the date hereof, the Lease has not yet commenced with respect to the Phase II Premises and Tenant has not taken occupancy of the Phase II Premises.

WHEREAS, the Term of the Lease is scheduled to expire on July 31, 2030 (the “**Scheduled Expiration Date**”).

WHEREAS, Landlord and Tenant have agreed to terminate the Lease prior to the Scheduled Expiration Date subject to the terms set forth in this Termination Agreement (this “**Agreement**”).

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand this date paid by each of the parties to the other, the receipt and sufficiency of which are hereby severally acknowledged, and in further consideration of the mutual promises herein contained, the Landlord and Tenant hereby agree to and with each other as follows:

1. The Lease and the Lease Term, and any and all right, title and interest of Tenant under the Lease, shall wholly cease, expire and terminate on July 1, 2024 (the “**Early Termination Date**”).
2. On or before the date that is five (5) business days following the Effective Date, Tenant shall pay to Landlord, as Additional Rent, good funds in the amount of \$7,000,000.00 (the “**Early Termination Payment**”) in consideration of the early termination set forth herein.
3. (A) In accordance with the Lease, Tenant shall pay to Landlord all Annual Fixed Rent and Tenant’s payments for operating costs, real estate taxes and electricity through the Early Termination Date in accordance with the terms of the Lease. In the event that Tenant’s share of any of the foregoing are not finally determined as of the Early Termination Date, Tenant shall make payment on account as reasonably estimated by Landlord if so requested by Landlord, and Tenant shall make final payment of any remaining amounts due, allocated in proportion to the Rent Termination Date, within ten (10) days after final billing by Landlord.

(B) For the avoidance of doubt, Landlord shall not be obligated to render a year-end statement for Fiscal Year 2024 pursuant to Section 2.7 of the Lease or a year-end statement for Calendar Year 2024 pursuant to Section 2.6 of the Lease, and Tenant shall not be obligated to pay any balance or entitled to receive any credit or refund in connection with any payment for Landlord's Tax Expenses Allocable to the Premises reconciliation for Fiscal Year 2024 or any payment for Operating Expenses Allocable to the Premises reconciliation for Calendar Year 2024.

4. On the Early Termination Date, Tenant shall quit, vacate and surrender the Phase I Premises in the condition required by the Lease upon the expiration or earlier termination of the Lease Term.

5. Tenant acknowledges and agrees that it has entered into this Agreement to induce Landlord to terminate the Lease in advance of the Scheduled Expiration Date and that the terms and conditions contained in this Agreement are material inducements to Landlord agreeing to terminate the Lease as of the Early Termination Date, including, without limitation, the payment of rent and other costs through the Rent Termination Date as provided in Section 3(A) above and Tenant's timely payment of the Early Termination Payment as provided in Section 4 above. The Lease and the terms thereof shall terminate only the terms and conditions herein set forth, and not otherwise.

6. The obligations of Tenant under this Agreement shall survive the termination of the Lease.

7. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

8. Except as otherwise expressly provided herein, all capitalized terms used herein without definition shall have the same meaning as are set forth in the Lease.

9. All references to the "Lease" shall be deemed to be references to the Lease as herein amended.

(Page ends here.)

LANDLORD:

BP BAY COLONY LLC, a Delaware limited liability company

BY: BP BAY COLONY HOLDINGS LLC, a Delaware limited liability company, its sole member

BY: BOSTON PROPERTIES LIMITED PARTNERSHIP, a Delaware limited partnership, its member

BY: BOSTON PROPERTIES, INC., a Delaware Corporation, its general partner

By: /s/ Patrick Mulvihill
Name: Patrick Mulvihill
Title: SVP, Leasing

TENANT:

ALLOVIR, INC., a Delaware corporation

By: /s/ Vikas Sinha
Name: Vikas Sinha
Title: Chief Financial Officer