

**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**

**October 21, 2022**

Date of Report (Date of earliest event reported)

**Health Sciences Acquisitions Corporation 2**

(Exact Name of Registrant as Specified in its Charter)

**Cayman Islands**

(State or other jurisdiction  
of incorporation)

**001-39421**

(Commission File Number)

**N/A**

(I.R.S. Employer  
Identification No.)

**40 10th Avenue, Floor 7  
New York, New York**

(Address of Principal Executive Offices)

**10014**

(Zip Code)

Registrant's telephone number, including area code: **(646) 597-6980**

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
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act

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>
Ordinary Shares	HSAQ	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 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

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

As previously disclosed on a Current Report on Form 8-K dated July 4, 2022, Health Sciences Acquisitions Corporation 2, a Cayman Islands exempted company (“**HSAC2**” or the “**Company**”), entered into an Agreement and Plan of Merger Agreement (the “**Merger Agreement**”) by and among HSAC2, HSAC Olympus Merger Sub, Inc., a Delaware corporation and wholly owned subsidiary of HSAC2 (“**Merger Sub**”), and Orchestra BioMed, Inc., a Delaware corporation (“**Orchestra**”) relating to a business combination between HSAC2 and Orchestra (the “**Business Combination**”). Pursuant to the terms of the Merger Agreement, the Business Combination will be effected in two steps. First, before the closing of the Business Combination (the “**Closing**”), HSAC2 will deregister in the Cayman Islands and domesticate as a Delaware corporation in accordance with Section 388 of the Delaware General Corporation Law and the Cayman Islands Companies Act (As Revised) (the “**Domestication**”). Second, at the Closing, Merger Sub will merge with and into Orchestra, with Orchestra surviving such merger as the surviving entity (the “**Merger**”).

Simultaneously with the execution of the Merger Agreement, HSAC2, Orchestra, and certain funds managed by RTW Investments, LP (the “**RTW Funds**”) entered into a Backstop Agreement (the “**Backstop Agreement**”) pursuant to which the RTW Funds, jointly and severally, agreed to purchase such number of HSAC2 ordinary shares at a price of \$10.00 per share to the extent that the amount of Parent Closing Cash (as defined in the Merger Agreement) as of immediately prior to the closing of the Merger is less than \$60 million (the “**Minimum Available Cash Condition**”) (inclusive of the \$10 million commitment by the RTW Funds pursuant to the Forward Purchase Agreement described below (the “**Sponsor Commitment**”). Further, simultaneously with the execution of the Merger Agreement, HSAC2 and Orchestra entered into a forward purchase agreement (the “**Forward Purchase Agreements**”) with the RTW Funds (each a “**Purchasing Party**”), pursuant to which the Purchasing Parties agreed to purchase \$10 million of HSAC2 ordinary shares, less the dollar amount of HSAC2 ordinary shares holding redemption rights that the Purchasing Parties acquire and hold until immediately prior to the Domestication.

On October 21, 2022, the parties amended both the Backstop Agreement and the Forward Purchase Agreement to provide that: (1) the per share purchase price under each of the Backstop Agreement and the Forward Purchase Agreement will not exceed the redemption price available to HSAC2 shareholders exercising redemption rights at the shareholder meeting held to approve the Business Combination; (2) any shares purchased pursuant to the Backstop Agreement or the Forward Purchase Agreement, or otherwise acquired by the RTW Funds outside of the existing redemption offer, will not be voted in favor of approving the Business Combination, and (3) the RTW Funds will waive redemption rights with respect to such purchases in the vote to approve the Business Combination.

## Item 9.01. Financial Statements and Exhibits.

<b>Exhibit No.</b>	<b>Description</b>
10.1	<a href="#">Amendment to Forward Purchase Agreement dated as of October 21, 2022, by and among Health Sciences Acquisitions Corporation 2, Orchestra BioMed, Inc., and RTW Master Fund, Ltd., RTW Innovation Master Fund, Ltd., and RTW Venture Fund Limited</a>
10.2	<a href="#">Amendment to Backstop Agreement dated as of October 21, 2022, by and among Health Sciences Acquisitions Corporation 2, Orchestra BioMed, Inc., RTW Master Fund, Ltd., RTW Innovation Master Fund, Ltd., and RTW Venture Fund Limited</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

**SIGNATURES**

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.

Dated: October 21, 2022

HEALTH SCIENCES ACQUISITIONS CORPORATION 2

By: /s/ Roderick Wong  
Name: Roderick Wong, M.D.  
Title: Chief Executive Officer

**AMENDMENT TO  
FORWARD PURCHASE AGREEMENT**

This Amendment to Forward Purchase Agreement (this "Amendment") is entered into as of October 21, 2022, by and among Health Sciences Acquisitions Corporation 2, a Cayman Islands exempted company ("Parent"), Orchestra BioMed, Inc., a Delaware corporation (the "Company"), and the purchasing parties signatory hereto (the "Purchasing Parties").

WHEREAS, in connection with the entry into that certain Agreement and Plan of Merger, dated as of the date of July 4, 2022, by and among Parent, the Company and HSAC Olympus Merger Sub, Inc. (the "Merger Agreement"), the Purchasing Parties, Parent and the Company have entered into that certain Forward Purchase Agreement dated as of July 4, 2022 (the "Original Forward Purchase Agreement");

WHEREAS, the parties desire to amend the Original Forward Purchase Agreement as more fully set forth herein; and

WHEREAS, capitalized and other defined terms used in this Amendment and not otherwise defined herein have the respective meanings given to them in the Original Forward Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**1. Amendments to the Original Forward Purchase Agreement.**

Section 6 of the Original Forward Purchase Agreement is amended to add the following:

“(d) No Premium. Notwithstanding Section 1(b) hereof, no Purchasing Party shall pay a per share price for Market Transaction Shares that exceeds, nor shall the Per Share Price exceed, and the Per Share Price shall be reduced to the extent necessary to prevent it from exceeding, the redemption price available to Parent shareholders exercising redemption rights at the Shareholder Meeting referred to in the Form S-4 Registration Statement initially filed by Parent with the Securities and Exchange Commission on August 8, 2022, including the prospectus included therein, and any amendments or supplements thereto (the "Form S-4").

(e) No Business Combination Support. Each Purchasing Party agrees that it shall not vote its Forward Purchase Shares, Market Transaction Shares or any other Parent Ordinary Shares acquired by such Purchasing Party, directly or indirectly, outside of the redemption offer set forth in the Form S-4 ("Subsequent Shares") in favor of approving the Business Combination (as defined in the Form S-4).

(f) No Redemption Rights. Each Purchasing Party hereby waives the right to exercise redemption rights with respect to any of the Forward Purchase Shares, Market Transaction Shares or any Subsequent Shares, and agrees that it will not seek redemption with respect to such shares, in connection with any vote to approve the Business Combination.”

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## 2. No Waiver.

No waiver of any breach or default hereunder shall be considered valid unless in writing, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

## 3. Miscellaneous.

(a) Entire Agreement. The Original Forward Purchase Agreement, as amended by this Amendment, together with the agreements referenced therein, sets forth the entire agreement of the parties with respect to the subject matter hereof and thereof and supersedes all prior and contemporaneous understandings and agreements related thereto (whether written or oral), all of which are merged therein. No provision of this Amendment may be explained or qualified by any agreement, negotiations, understanding, discussion, conduct or course of conduct or by any trade usage. Except as otherwise expressly stated herein, there is no condition precedent to the effectiveness of any provision hereof or thereof.

(b) Ratification. Except as amended hereby, the terms and provisions of the Original Forward Purchase Agreement shall remain unchanged and in full force and effect. In the event of any conflict between the terms of the Original Forward Purchase Agreement and the terms of this Amendment, the terms of this Amendment shall govern and control.

(c) Counterparts; Facsimile Signatures. This Amendment may be executed in counterparts, each of which shall constitute an original, but all of which shall constitute one agreement. This Amendment shall become effective upon delivery to each party of an executed counterpart or the earlier delivery to each party of original, photocopied, or electronically transmitted signature pages that together (but need not individually) bear the signatures of all other parties.

(d) Governing Law. This Amendment and all disputes or controversies arising out of or relating to this Amendment or the transactions contemplated hereby, including the applicable statute of limitations, shall be governed by and construed in accordance with the Laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Law of any jurisdiction other than the State of New York.

(e) Incorporation by Reference. Sections 3(a)-(d), 4(a), 4(c), 4(e)-(f), 5(a) and 9 of the Original Forward Purchase Agreement are hereby incorporated by reference herein mutatis mutandis, and such representations made therein are made herein with respect to this Amendment.

[Signature Page Follows]

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IN WITNESS WHEREOF, the undersigned have executed this Amendment to be effective as of the date first set forth above.

**PURCHASING PARTIES:**

**RTW MASTER FUND, LTD.**

By: /s/ Roderick Wong  
Name: Roderick Wong, M.D.  
Title: Director

**RTW INNOVATION MASTER FUND, LTD.**

By: /s/ Roderick Wong  
Name: Roderick Wong, M.D.  
Title: Director

**RTW VENTURE FUND LIMITED**

By: RTW Investments, LP, its Investment Manager

By: /s/ Roderick Wong  
Name: Roderick Wong, M.D.  
Title: Managing Partner

Address for Notices:  
40 10<sup>th</sup> Avenue, Floor 7  
New York, NY 10014

**PARENT:**

**Health Sciences Acquisitions Corporation 2**

By: /s/ Roderick Wong  
Roderick Wong, M.D.  
Chief Executive Officer

**COMPANY**

**Orchestra BioMed, Inc.**

By: /s/ David Hochman  
Name: David Hochman  
Title: Chief Executive Officer

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**AMENDMENT TO  
BACKSTOP AGREEMENT**

This Amendment to Backstop Agreement (this "Amendment") is entered into as of October 21, 2022, by and among Health Sciences Acquisitions Corporation 2, a Cayman Islands exempted company ("Parent"), Orchestra BioMed, Inc., a Delaware corporation (the "Company"), and the purchasing parties signatory hereto (the "Purchasing Parties").

WHEREAS, in connection with the entry into that certain Agreement and Plan of Merger, dated as of July 4, 2022, by and among Parent, the Company and HSAC Olympus Merger Sub, Inc. (the "Merger Agreement"), the Purchasing Parties, Parent and the Company have entered into that certain Backstop Agreement dated as of July 4, 2022 (the "Original Backstop Agreement");

WHEREAS, the parties desire to amend the Original Backstop Agreement as more fully set forth herein; and

WHEREAS, capitalized and other defined terms used in this Amendment and not otherwise defined herein have the respective meanings given to them in the Original Backstop Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**1. Amendments to the Original Backstop Agreement.**

Section 6 of the Original Backstop Agreement is amended to add the following:

“(c) No Premium. Notwithstanding Section 1(a)(ii) hereof, the Per Share Price shall not exceed, and shall be reduced to the extent necessary to prevent it from exceeding, the redemption price available to Parent shareholders exercising redemption rights at the Shareholder Meeting referred to in the Form S-4 Registration Statement filed by Parent with the Securities & Exchange Commission on August 8, 2022, including the prospectus included therein, and any amendments or supplements thereto (the "Form S-4").

(d) No Business Combination Support. Each Purchasing Party agrees that it shall not vote its Backstop Shares or any other Parent Ordinary Shares acquired by such Purchasing Party, directly or indirectly, outside of the redemption offer set forth in the Form S-4 ("Subsequent Shares") in favor of approving the Business Combination (as defined in the Form S-4).

(e) No Redemption Rights. Each Purchasing Party hereby waives the right to exercise redemption rights with respect to any of the Backstop Shares or any Subsequent Shares and agrees that it will not seek redemption with respect to such shares, in connection with any vote to approve the Business Combination.”

**2. No Waiver.**

No waiver of any breach or default hereunder shall be considered valid unless in writing, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

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### 3. Miscellaneous.

(a) Entire Agreement. The Original Backstop Agreement, as amended by this Amendment, together with the agreements referenced therein, sets forth the entire agreement of the parties with respect to the subject matter hereof and thereof and supersedes all prior and contemporaneous understandings and agreements related thereto (whether written or oral), all of which are merged therein. No provision of this Amendment may be explained or qualified by any agreement, negotiations, understanding, discussion, conduct or course of conduct or by any trade usage. Except as otherwise expressly stated herein, there is no condition precedent to the effectiveness of any provision hereof or thereof.

(b) Ratification. Except as amended hereby, the terms and provisions of the Original Backstop Agreement shall remain unchanged and in full force and effect. In the event of any conflict between the terms of the Original Backstop Agreement and the terms of this Amendment, the terms of this Amendment shall govern and control.

(c) Counterparts; Facsimile Signatures. This Amendment may be executed in counterparts, each of which shall constitute an original, but all of which shall constitute one agreement. This Amendment shall become effective upon delivery to each party of an executed counterpart or the earlier delivery to each party of original, photocopied, or electronically transmitted signature pages that together (but need not individually) bear the signatures of all other parties.

(d) Governing Law. This Amendment and all disputes or controversies arising out of or relating to this Amendment or the transactions contemplated hereby, including the applicable statute of limitations, shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Law of any jurisdiction other than the State of Delaware.

(e) Incorporation by Reference. Sections 3(a)-(d), 4(a), 4(c), 4(e)-(f), 5(a) and 9 are hereby incorporated by reference herein mutatis mutandis, and such representations made therein are made herein with respect to this Amendment.

*[Signature Page Follows]*

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IN WITNESS WHEREOF, the undersigned have executed this Amendment to be effective as of the date first set forth above.

**PURCHASING PARTIES:**

**RTW MASTER FUND, LTD.**

By: /s/ Roderick Wong  
Name: Roderick Wong, M.D.  
Title: Director

**RTW INNOVATION MASTER FUND, LTD.**

By: /s/ Roderick Wong  
Name: Roderick Wong, M.D.  
Title: Director

**RTW VENTURE FUND LIMITED**

By: RTW Investments, LP, its Investment Manager

By: /s/ Roderick Wong  
Name: Roderick Wong, M.D.  
Title: Managing Partner

Address for Notices:  
40 10<sup>th</sup> Avenue, Floor 7  
New York, NY 10014

**PARENT:**

**Health Sciences Acquisitions Corporation 2**

By: /s/ Roderick Wong  
Roderick Wong, M.D.  
Chief Executive Officer

**COMPANY**

**Orchestra BioMed, Inc.**

By: /s/ David Hochman  
Name: David Hochman  
Title: Chief Executive Officer

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