

**STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP**

OMB APPROVAL	
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Check this box if no longer subject to Section 16. Form 4 or Form 5 obligations may continue. See Instruction 1(b).

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934 or Section 30(h) of the Investment Company Act of 1940

Check this box to indicate that a transaction was made pursuant to a contract, instruction or written plan for the purchase or sale of equity securities of the issuer that is intended to satisfy the affirmative defense conditions of Rule 10b5-1(c). See Instruction 10.

1. Name and Address of Reporting Person <sup>†</sup> <u>Ashe Andrew D.</u>			2. Issuer Name and Ticker or Trading Symbol <u>Verve Therapeutics, Inc. [ VERV ]</u>			5. Relationship of Reporting Person(s) to Issuer (Check all applicable) Director 10% Owner <input checked="" type="checkbox"/> Officer (give title below) Other (specify below) <b>See Remarks</b>			
(Last)	(First)	(Middle)	3. Date of Earliest Transaction (Month/Day/Year) <u>07/25/2025</u>						
C/O VERVE THERAPEUTICS, INC. 201 BROOKLINE AVENUE, SUITE 601			4. If Amendment, Date of Original Filed (Month/Day/Year)			6. Individual or Joint/Group Filing (Check Applicable Line) <input checked="" type="checkbox"/> Form filed by One Reporting Person Form filed by More than One Reporting Person			
(Street)	(City)	(State)	(Zip)						
BOSTON	MA		02215						

**Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned**

1. Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)		4. Securities Acquired (A) or Disposed Of (D) (Instr. 3, 4 and 5)			5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Indirect Beneficial Ownership (Instr. 4)
			Code	V	Amount	(A) or (D)	Price			
Common Stock	07/25/2025		U	(1)(2)	348,828	D	(1)(2)	0	D	

**Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned (e.g., puts, calls, warrants, options, convertible securities)**

1. Title of Derivative Security (Instr. 3)	2. Conversion or Exercise Price of Derivative Security	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any (Month/Day/Year)	4. Transaction Code (Instr. 8)		5. Number of Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)		6. Date Exercisable and Expiration Date (Month/Day/Year)		7. Title and Amount of Securities Underlying Derivative Security (Instr. 3 and 4)		8. Price of Derivative Security (Instr. 5)	9. Number of derivative Securities Beneficially Owned Following Reported Transaction(s) (Instr. 4)	10. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	11. Nature of Indirect Beneficial Ownership (Instr. 4)
				Code	V	(A)	(D)	Date Exercisable	Expiration Date	Title	Amount or Number of Shares				
Stock Option (right to buy)	\$6.01	07/25/2025		D		225,000		(3)	(3)	Common Stock	225,000	(3)	0	D	
Restricted Stock Units	\$0	07/25/2025		D		40,000		(4)	(4)	Common Stock	40,000	(4)	0	D	
Restricted Stock Units	\$0	07/25/2025		D		27,000		(4)	(4)	Common Stock	27,000	(4)	0	D	
Stock Option (right to buy)	\$8.24	07/25/2025		D		107,997		(3)	(3)	Common Stock	107,997	(3)	0	D	
Stock Option (right to buy)	\$2.87	07/25/2025		D		153,278		(3)	(3)	Common Stock	153,278	(3)	0	D	
Stock Option (right to buy)	\$1.48	07/25/2025		D		26,999		(3)	(3)	Common Stock	26,999	(3)	0	D	
Stock Option (right to buy)	\$12.75	07/25/2025		D		150,000		(5)(6)	(5)(6)	Common Stock	150,000	(5)(6)	0	D	

**Explanation of Responses:**

- In connection with the terms of an Agreement and Plan of Merger, dated as of June 16, 2025 (the "Merger Agreement"), by and among the Issuer, Eli Lilly and Company ("Parent") and Parent's indirect wholly owned subsidiary, Ridgeway Acquisition Corporation ("Purchaser"), Purchaser completed a tender offer for shares of the Issuer's Common Stock. In exchange for each share, tendering stockholders received: (i) \$10.50 per share in cash, without interest and less any applicable tax withholding (the "Cash Consideration"); plus (ii) one non-tradable contingent value right (each, a "CVR"), which represents the contractual right to receive a contingent payment of up to \$3.00 per CVR, net to the stockholder in cash, without interest
- (continued from footnote 1) and less any applicable tax withholding, upon the achievement of a certain specified milestone relating to the Issuer's business (the "Milestone Payment"), in accordance with the terms and subject to the conditions of a contingent value rights agreement entered by and among Parent, the Purchaser, and Computershare Inc. and its affiliate, Computershare Trust Company, N.A., as the rights agent. After completion of the tender offer, pursuant to the terms of the Merger Agreement, Purchaser merged with and into the Issuer (the "Merger"), effective as of July 25, 2025, with the Issuer continuing as the surviving entity and a wholly owned subsidiary of Parent (the "Effective Time").
- Pursuant to the terms of the Merger Agreement, at the Effective Time, each outstanding stock option of Issuer having an exercise price less than the Cash Consideration (each such option, a "Cash-Out Stock Option") that is outstanding immediately prior to the Effective Time, whether or not vested, was automatically cancelled, by virtue of the Merger and without any action on the part of any holder of any Cash-Out Stock Option, and each holder of such Cash-Out Stock Option received (without interest) (i) an amount in cash (less any applicable tax withholdings) equal to the product of (a) the excess, if any, of the Cash Consideration over the applicable exercise price per share underlying such Cash-Out Stock Option multiplied by (b) the total number of shares of the Issuer's Common Stock subject to such Cash-Out Stock Option and (ii) one CVR for each share subject to such Cash-Out Stock Option (without regard to vesting).
- Pursuant to the terms of the Merger Agreement, at the Effective Time, each unvested Restricted Stock Unit ("RSU") that is outstanding immediately prior to the Effective Time was automatically cancelled, by virtue of the Merger and without any action on the part of any holder of any RSU, and each such holder of such RSU received (without interest) (x) an amount in cash (less any applicable tax withholdings) equal to

the product of the Cash Consideration multiplied by the total number of Shares subject to such RSU and (y) one CVR for each RSU.

5. Pursuant to the terms of the Merger Agreement, at the Effective Time, each Stock Option having an exercise price equal to or greater than the Cash Consideration and less than the sum of the Cash Consideration and the Milestone Payment (each such option, a "Closing Date Contingent Option") that is outstanding immediately prior to the Effective Time, whether or not vested, was automatically cancelled, by virtue of the Merger and without any action on the part of any holder of any Closing Date Contingent Option, and each holder of such Closing Date Contingent Option is entitled to receive (without interest) an amount in cash (less any applicable tax withholdings) equal to the product of (i) the total number of shares of the Issuer's Common Stock subject to such Closing Date Contingent Option immediately prior to the Effective Time multiplied by (ii) the cash payment a holder of one CVR would receive, and when such payments are made to the holders of CVRs (without regard to vesting);

6. (continued from footnote 5) provided that each such Closing Date Contingent Option shall only receive the excess of the sum of (x) the Cash Consideration plus (y) the Milestone Payment over the applicable exercise price of such Closing Date Contingent Option.

**Remarks:**

President, Chief Operating Officer and General Counsel

/s/ Andrew Ashe

07/28/2025

\*\* Signature of Reporting Person

Date

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

\* If the form is filed by more than one reporting person, see Instruction 4 (b)(v).

\*\* Intentional misstatements or omissions of facts constitute Federal Criminal Violations See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure.

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