

EPIZYME, INC.

FORM 8-K (Current report filing)

Filed 05/30/17 for the Period Ending 05/25/17

Address	400 TECHNOLOGY SQUARE 4TH FLOOR CAMBRIDGE, MA 02139
Telephone	617-229-5872
CIK	0001571498
Symbol	EPZM
SIC Code	2834 - Pharmaceutical Preparations
Industry	Biotechnology & Medical Research
Sector	Healthcare
Fiscal Year	12/31

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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): May 25, 2017

EPIZYME, INC.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-35945
(Commission
File Number)

26-1349956
(IRS Employer
Identification No.)

400 Technology Square, Cambridge, Massachusetts
(Address of Principal Executive Offices)

02139
(Zip Code)

Registrant's telephone number, including area code: (617) 229-5872

(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 (*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))

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 Material Definitive Agreement.

On May 25, 2017, Epizyme, Inc., a Delaware corporation (the “Company”) entered into a Third Amendment to Lease (the “Third Amendment”) with ARE-TECH Square, LLC, a Delaware limited liability company (“Landlord”), and a Fourth Amendment to Lease with the Landlord (the “Fourth Amendment,” and, together with the Third Amendment, the “Amendments”). The Amendments each amend that certain Lease Agreement dated as of June 15, 2012, as amended (the “Lease”) and are each effective as of May 18, 2017.

Under the Amendments, the Company extended the term of the Lease at the Company’s headquarters in Cambridge, Massachusetts to November 30, 2022, subject to the Company’s right to terminate the Lease effective as of December 31, 2018, by giving written notice to the Landlord by December 31, 2017 and paying an early termination fee. Under the Lease, the Company has agreed to pay a monthly base rent of approximately \$236,000 for the period commencing December 1, 2017 through May 31, 2018, with an increase on June 1, 2018 and annual increases December 1 of each subsequent year until December 1, 2021.

Except as specifically amended by the Amendments, the Lease remains in full force and effect.

The foregoing description of the Amendments does not purport to be complete and is subject to, and qualified in its entirety by, the full text of each Amendment, copies of which are filed as exhibits to this Form 8-K.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

10.1 Third Amendment to Lease, entered into May 25, 2017 and effective May 18, 2017, by and between the Company and ARE-TECH Square, LLC

10.2 Fourth Amendment to Lease, entered into May 25, 2017 and effective May 18, 2017, by and between the Company and ARE-TECH Square, LLC

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.

EPIZYME, INC.

Date: May 30, 2017

By: /s/ Andrew Singer

Andrew Singer

Executive Vice President and Chief Financial Officer

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
10.1	Third Amendment to Lease, entered into May 25, 2017 and effective May 18, 2017, by and between the Company and ARE-TECH Square, LLC
10.2	Fourth Amendment to Lease, entered into May 25, 2017 and effective May 18, 2017, by and between the Company and ARE-TECH Square, LLC

THIRD AMENDMENT TO LEASE

This THIRD AMENDMENT TO LEASE (“**Third Amendment**”) is made as of May 18, 2017, by and between **ARE-TECH SQUARE, LLC**, a Delaware limited liability company (“**Landlord**”), and **EPIZYME, INC.**, a Delaware corporation (“**Tenant**”).

RECITALS

A. Landlord and Tenant are parties to that certain Lease Agreement dated as of June 15, 2012, as amended by that certain First Amendment to Lease dated as of September 30, 2013 and that certain Second Amendment to Lease (the “**Second Amendment**”) dated as of May 18, 2016 (as so amended, the “**Lease**”). Pursuant to the Lease, Tenant leases certain premises containing approximately 43,066 rentable square feet (the “**Premises**”), in a building located at 400 Technology Square, Cambridge, Massachusetts. The Premises are more particularly described in the Lease. Capitalized terms used herein without definition shall have the meanings defined for such terms in the Lease.

B. Tenant desires, subject to the terms and conditions set forth below, to exercise its Extension Right pursuant to Section 39(a) of the Lease, and to provide for the Base Rent during the Extension Term.

C. Landlord and Tenant desire to amend the Lease as provided herein

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, the mutual promises and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Exercise of Extension Right; Base Rent in Extension Term. Tenant hereby exercises the Extension Right pursuant to Section 39(a) of the Lease, and accordingly the Base Term of the Lease is hereby extended through November 30, 2022. Such extension is on the same terms and conditions contained in the Lease, except that Base Rent during the Extension Term shall be as listed in the table below and Tenant shall have no further right to extend the Term of the Lease.

<u>Time Period</u>	<u>Monthly Base Rent</u>
From December 1, 2017 through May 31, 2018	\$ 236,435.09
From June 1, 2018 through November 30, 2018	\$ 269,162.50
From December 1, 2018 through November 30, 2019	\$ 277,237.37
From December 1, 2019 through November 30, 2020	\$ 285,554.49
From December 1, 2020 through November 30, 2021	\$ 294,121.12
From December 1, 2021 through November 30, 2022	\$ 302,944.75



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2. **OFAC.** Tenant, and all beneficial owners of Tenant, are currently (a) in compliance with and shall at all times during the Term of this Lease remain in compliance with the regulations of the Office of Foreign Assets Control (“**OFAC**”) of the U.S. Department of Treasury and any statute, executive order, or regulation relating thereto (collectively, the “**OFAC Rules**”), (b) not listed on, and shall not during the term of this Lease be listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order, or regulation, and (c) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.

3. **Miscellaneous.**

a. This Third Amendment is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. The Second Amendment is hereby made void and of no further force or effect, and in the event of any conflict between the Second Amendment and this Third Amendment, this Third Amendment shall govern. This Third Amendment may be amended only by an agreement in writing, signed by the parties hereto.

b. This Third Amendment is binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

c. This Third Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Third Amendment attached thereto.

d. Except as amended and/or modified by this Third Amendment, the Lease is hereby ratified and confirmed and all other terms of the Lease shall remain in full force and effect, unaltered and unchanged by this Third Amendment. In the event of any conflict between the provisions of this Third Amendment and the provisions of the Lease, the provisions of this Third Amendment shall govern. Whether or not specifically amended by this Third Amendment, all of the terms and provisions of the Lease are hereby amended to the extent necessary to give effect to the purpose and intent of this Third Amendment.

[Signatures are on the next page.]



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IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the day and year first above written.

TENANT:

EPIZYME, INC.,
a Delaware corporation

By: /s/ Robert Bazemore

Its: CEO

LANDLORD:

ARE-TECH SQUARE, LLC ,
a Delaware limited liability company

By: ARE-MA REGION NO. 31, LLC,
a Delaware limited liability company, its manager

By: ALEXANDRIA REAL ESTATE EQUITIES, L.P.,
a Delaware limited partnership, its managing member

By: ARE-QRS CORP.,
a Maryland corporation, its general partner

By: /s/ Eric S. Johnson

Its: Senior Vice President RE Legal Affairs



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FOURTH AMENDMENT TO LEASE

This FOURTH AMENDMENT TO LEASE (“**Fourth Amendment**”) is made as of May 18, 2017, by and between ARE-TECH SQUARE, LLC, a Delaware limited liability company (“**Landlord**”), and EPIZYME, INC., a Delaware corporation (“**Tenant**”).

RECITALS

A. Landlord and Tenant are parties to that certain Lease Agreement dated as of June 15, 2012, as amended by that certain First Amendment to Lease dated as of September 30, 2013, that certain Second Amendment to Lease dated as of May 18, 2016, and that certain Third Amendment to Lease dated on or about the date hereof (as so amended, the “**Lease**”). Pursuant to the Lease, Tenant leases certain premises containing approximately 43,066 rentable square feet (the “**Premises**”), in a building located at 400 Technology Square, Cambridge, Massachusetts. The Premises are more particularly described in the Lease. Capitalized terms used herein without definition shall have the meanings defined for such terms in the Lease.

B. Landlord and Tenant desire, subject to the terms and conditions set forth below, that Tenant shall have the right to terminate the Lease prior to the expiration of the Term upon the delivery of written notice and payment of a termination fee as set forth herein, and otherwise to amend the Lease as provided herein.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, the mutual promises and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Early Termination Right. Tenant shall have the one-time right to terminate the Lease effective as of December 31, 2018 (the “**Termination Effective Date**”), by giving written notice to Landlord (the “**Termination Notice**”) no later than December 31, 2017 (the “**Termination Notice Deadline**”). The Termination Notice shall be accompanied by payment to Landlord, by wire transfer of immediately available federal funds, of an amount equal to Two Hundred Fifteen Thousand Three Hundred Thirty Dollars (\$215,330.00) (the “**Termination Fee**”), provided, however, that no Termination Fee shall be required if Tenant and Landlord (or an affiliate of Landlord) execute and deliver a new lease on terms and conditions acceptable to both Tenant and Landlord (or Landlord’s affiliate), each in its sole and absolute discretion, for premises containing rentable square footage greater than that of the Premises and for a term of not less than 5 years. Neither Landlord (nor an affiliate of Landlord) nor Tenant shall have any obligation to enter into a new lease pursuant to the immediately preceding sentence. Such termination shall, if the Termination Notice is properly delivered in accordance with Section 41(a) of the Lease and the Termination Fee is paid therewith if required as aforesaid, become effective on the Termination Effective Date, and (a) the Security Deposit shall be returned to Tenant subject to and in accordance with the Lease, and (b) neither Landlord nor Tenant shall have any further rights, duties or obligations under the Lease, except with respect to provisions which survive termination of the Lease.



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2. Section 16. In the first sentence of Section 16 of the Lease, the phrase “unless caused solely by the willful misconduct or negligence of Landlord” is hereby deleted and replaced, effective as of the date of the Lease, with the phrase “except to the extent caused by the willful misconduct or negligence of Landlord.”

3. Miscellaneous.

a. This Fourth Amendment is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This Fourth Amendment may be amended only by an agreement in writing, signed by the parties hereto.

b. This Fourth Amendment is binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

c. This Fourth Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Fourth Amendment attached thereto.

d. Except as amended and/or modified by this Fourth Amendment, the Lease is hereby ratified and confirmed and all other terms of the Lease shall remain in full force and effect, unaltered and unchanged by this Fourth Amendment. In the event of any conflict between the provisions of this Fourth Amendment and the provisions of the Lease, the provisions of this Fourth Amendment shall prevail. Whether or not specifically amended by this Fourth Amendment, all of the terms and provisions of the Lease are hereby amended to the extent necessary to give effect to the purpose and intent of this Fourth Amendment.

[Signatures are on the next page.]



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By: /s/ Robert Bazemore

Its: CEO

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ARE-TECH SQUARE, LLC ,
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By: ALEXANDRIA REAL ESTATE EQUITIES, L.P.,
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By: /s/ Eric S. Johnson

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