

**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): May 10, 2023

BEAM THERAPEUTICS INC.

(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-39208
(Commission
File Number)

81-5238376
(I.R.S. Employer
Identification No.)

**238 Main Street
Cambridge, MA**
(Address of principal executive offices)

02142
(Zip Code)

(857) 327-8775
(Registrant's telephone number, including area code)

Not applicable
(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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.01 per share	BEAM	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 a 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 reported, Beam Therapeutics Inc. (the “Company”) is a party to the Sales Agreement, dated April 1, 2021 (the “Sales Agreement”) with Jefferies LLC (“Jefferies”), as amended by Amendment No. 1, dated July 7, 2021 (“Amendment No. 1” and, together with the Sales Agreement, the “Amended Sales Agreement”). Under the Amended Sales Agreement, the Company may offer and sell, from time to time, through Jefferies as its sales agent, shares of its common stock, par value \$0.01 per share, having aggregate sales proceeds of up to \$800 million (the “Initial Shares”). As of the date hereof, the Company had offered and sold Initial Shares with an aggregate offering price of approximately \$772.8 million pursuant to the Amended Sales Agreement.

On May 10, 2023, the Company and Jefferies entered into Amendment No. 2 to the Sales Agreement (“Amendment No. 2” and together with the Amended Sales Agreement, the “Further Amended Sales Agreement”) to provide for an increase in the aggregate offering amount under the Amended Sales Agreement, such that as of May 10, 2023, the Company may offer and sell additional shares of Common Stock having an aggregate offering price of up to \$300,000,000 (the “Additional Shares” and together with the “Initial Shares”, the “Shares”) under the Further Amended Sales Agreement. The terms and conditions of the Amended Sales Agreement otherwise remain unchanged.

Sales of the Shares through Jefferies, if any, will be made by any method permitted by law deemed to be an “at the market offering” as defined in Rule 415(a)(4) under the Securities Act of 1933, as amended, including without limitation sales made directly on the Nasdaq Global Select Market or any other existing trading market for its common stock. Jefferies will use commercially reasonable efforts to sell the Shares from time to time, based upon instructions from the Company (including any price, time or size limits or other customary parameters or conditions we may impose). The Company is not obligated to make any sales of Shares under the Further Amended Sales Agreement. The foregoing description of the material terms of Amendment No. 2 is qualified in its entirety by reference to the full texts of (i) the Sales Agreement, a copy of which was filed as Exhibit 1.1 to the Company’s Current Report on Form 8-K filed with the Securities and Exchange Commission (the “SEC”) on April 1, 2021, (ii) Amendment No. 1, a copy of which was filed as Exhibit 1.1 to the Company’s Current Report on Form 8-K filed with the SEC on July 7, 2021, and (iii) Amendment No. 2, which is attached as Exhibit 1.1 to this Current Report on Form 8-K, each of which is incorporated herein by reference.

The Shares were registered pursuant to the Company’s shelf registration statement on Form S-3 (File No. 333-254946) (the “Registration Statement”), and offerings for the Initial Shares and the Additional Shares will be made only by means of prospectus supplements related thereto. This Current Report on Form 8-K shall not constitute an offer to sell or solicitation of an offer to buy these securities, nor shall there be any sale of these securities in any state in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities law of such state or jurisdiction.

Wilmer Cutler Pickering Hale and Dorr LLP, counsel to the Company, has issued a legal opinion relating to the Additional Shares. A copy of such legal opinion, including the consent included therein, is attached as Exhibit 5.1 hereto.

Item 9.01. Financial Statements and Exhibits.

<u>Number</u>	<u>Description</u>
1.1	Amendment No. 2 to Sales Agreement, dated May 10, 2023, by and between Beam Therapeutics Inc. and Jefferies LLC
5.1	Opinion of Wilmer Cutler Pickering Hale and Dorr LLP, counsel to Beam Therapeutics Inc.
23.1	Consent of Wilmer Cutler Pickering Hale and Dorr LLP (included in Exhibit 5.1)
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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.

Date: May 10, 2023

BEAM THERAPEUTICS INC.

By: /s/ John Evans

Name: John Evans

Title: Chief Executive Officer

AMENDMENT NO. 2 TO THE SALES AGREEMENT

May 10, 2023

JEFFERIES LLC
520 Madison Avenue
New York, New York 10022

Ladies and Gentlemen:

This Amendment No. 2 to the sales agreement (this “**Amendment No. 2**”) is entered into as of the date first written above by Beam Therapeutics Inc., a Delaware corporation (the “**Company**”), and Jefferies LLC (the “**Agent**”), that are parties to that certain sales agreement, dated April 1, 2021 (the “**Original Agreement**”), as amended by Amendment No. 1 to the Original Agreement, dated July 7, 2021 (“**Amendment No. 1**” and together with the Original Agreement, the “**Sales Agreement**”) relating to the offering of up to \$800,000,000 of the Company’s Common Shares (as defined below).

On the date hereof, the Company has filed or will file a Prospectus Supplement relating to the offering of an additional \$300,000,000 of the Company’s Common Shares (the “**May 2023 Prospectus Supplement**”).

This amendment, among other items, increases the aggregate offering price to \$1,100,000,000. All capitalized terms not defined herein shall have the meanings ascribed to them in the Sales Agreement.

The parties, intending to be legally bound, hereby amend the Sales Agreement as follows:

1. The preamble to the Sales Agreement is hereby deleted in its entirety and replaced with the following:

“Beam Therapeutics Inc., a Delaware corporation (the “**Company**”), proposes, subject to the terms and conditions stated herein, to issue and sell from time to time through Jefferies LLC, as sales agent and/or principal (the “**Agent**”), shares of the Company’s common stock, par value \$0.01 per share (the “**Common Shares**”), having an aggregate offering price of up to \$1,100,000,000 on the terms set forth in this sales agreement (this “**Agreement**”).”

2. For the avoidance of doubt, any reference to “Prospectus” in the Sales Agreement shall be deemed to include the May 2023 Prospectus Supplement.

3. Section 2(jj) of the Sales Agreement is hereby amended and restate in its entirety as follows:

“(jj) No Conflicts with Sanctions Laws. Neither the Company nor its subsidiaries, directors, officers, or employees, nor, to the knowledge of the Company, any agent, affiliate or other person associated with or acting on behalf of the Company or its subsidiaries is currently the subject or the target of any sanctions administered or enforced by the U.S. government, (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State and including, without limitation, the designation as a “specially designated national” or “blocked person”), the United Nations Security Council, the European Union, Her Majesty’s Treasury or other relevant sanctions authority (collectively, “**Sanctions**”), nor are the Company or its subsidiaries located, organized or resident in a country or territory that is the subject or target of Sanctions, including, without limitation, the so-called Donetsk People’s Republic, the so-called Luhansk People’s Republic, any other Covered Region of

Ukraine identified pursuant to Executive Order 14065, the Crimea region of Ukraine, Cuba, Iran, North Korea and Syria (each, a “**Sanctioned Country**”); and the Company will not directly or indirectly use the proceeds of the offering of the Shares hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with any person that, at the time of such funding or facilitation, is the subject or target of Sanctions, (ii) to fund or facilitate any activities of or business in any Sanctioned Country or (iii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions. Since the Company’s inception, the Company and its subsidiaries have not knowingly engaged in and are not now knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any Sanctioned Country.”

4. The Company represents and warrants to, and agrees with the Agent that: (a) this Amendment No. 2 has been duly authorized, executed and delivered by, and is a valid and binding agreement of, the Company, enforceable in accordance with its terms, except as rights to indemnification hereunder may be limited by applicable law and except as the enforcement hereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles; and (b) that on the date hereof, the Company will file a Prospectus Supplement pursuant to Rule 424(b) under the Securities Act relating to the additional Common Shares which may be issued pursuant to the Sales Agreement as amended by this Amendment No. 2 and a Current Report on Form 8-K relating to this Amendment No. 2.

5. Without limiting any other agreement, including Section 3(d), as applicable, the Company agrees to pay all costs, fees and expenses incurred in connection with entering into this Amendment No. 2 and the performance of the Company’s obligations under the Sales Agreement as further amended by this Amendment No. 2 and the transactions contemplated hereby and thereby, including without limitation, (i) all filing fees, attorneys’ fees and expenses incurred by the Company or any Agent in connection with qualifying or registering (or obtaining exemptions from the qualification or registration of) all or any part of the Shares authorized by this Amendment No. 2 for offer and sale under the state securities or blue sky laws or the provincial securities laws of Canada, and, if requested by an Agent, preparing and printing a “**Blue Sky Survey**” or memorandum and a “**Canadian wrapper**” and any supplements thereto, advising the Agent of such qualifications, registrations, determinations and exemptions and (ii) the reasonable fees and disbursements of the Agent’s counsel, including the reasonable fees and expenses of counsel for the Agent in connection with, FINRA review, if any, and approval of the Agent’s participation in the offering and distribution of the Shares authorized by this Amendment No. 2. The fees and disbursements of Agent’s counsel pursuant to subsections (i) and (ii) above shall not exceed \$75,000. For the avoidance of doubt, the \$75,000 of fees and disbursements of Agent’s counsel that may become payable by the Company hereunder shall be in addition to the fees and disbursements of Agent’s counsel in connection with entering into the Original Agreement, as amended by Amendment No. 1, that are payable by the Company under Section 3(d) of the Sales Agreement and up to \$25,000 of fees and disbursements of Agent’s Counsel that may become payable by the Company pursuant to Section 3(d) of the Sales Agreement in connection with each Triggering Event Date on which the Company is required to provide a certificate pursuant to Section 4(o) of the Sales Agreement.

6. The Sales Agreement, as further amended by this Amendment No. 2, represents the final agreement of the parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings and negotiations with respect to the subject matter hereof. This Amendment No. 2 may not be amended or modified unless in writing by all of the parties hereto, and no condition herein (express or implied) may be waived unless waived in writing by each party whom the condition is meant to benefit. The Section headings herein are for the convenience of the parties only and shall not affect the construction or interpretation of this Amendment No. 2.

7. The invalidity or unenforceability of any section, paragraph or provision of this Amendment No. 2 shall not affect the validity or enforceability of any other section, paragraph or provision hereof. If any section, paragraph or provision of this Amendment No. 2 is for any reason determined to be invalid or unenforceable, there shall be deemed to be made such minor changes (and only such minor changes) as are necessary to make it valid and enforceable. All references in the Sales Agreement to the “**Agreement**” shall mean the Original Agreement as amended by Amendment No. 1 and as further amended by this Amendment No. 2; *provided, however*, that all references to “date of this Agreement” in the Sales Agreement shall (i) continue to refer to the date of the Original Agreement, unless otherwise amended pursuant to Amendment No. 1 or this Amendment No. 2, and (ii) refer to each of the date of the Original Agreement, the date of Amendment No. 1 and the date of this Amendment No. 2, as the case may be, except with respect to the first paragraph of Section 2 “Representations and Warranties of the Company,” Section 2(b) “Compliance with Registration Requirements,” and Section 8(a) “Press Release and Disclosure.”

8. This Amendment No. 2 shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed in such state. Any legal suit, action or proceeding arising out of or based upon this Amendment No. 2 or the transactions contemplated hereby or by the Sales Agreement may be instituted in the federal courts of the United States of America located in the Borough of Manhattan in the City of New York or the courts of the State of New York in each case located in the Borough of Manhattan in the City of New York (collectively, the “**Specified Courts**”), and each party irrevocably submits to the exclusive jurisdiction (except for proceedings instituted in regard to the enforcement of a judgment of any such court, as to which such jurisdiction is non-exclusive) of such courts in any such suit, action or proceeding. Service of any process, summons, notice or document by mail to such party’s address set forth in the Sales Agreement shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or other proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such suit, action or other proceeding brought in any such court has been brought in an inconvenient forum.

9. This Amendment No. 2 may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument. Delivery of an executed amendment by one party to the other may be made by facsimile, electronic mail or other transmission method as permitted by applicable law, and the parties hereto agree that any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. A party’s electronic signature (complying with the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309), as amended from time to time, or other applicable law) of this Amendment No. 2 shall have the same validity and effect as a signature affixed by the party’s hand.

[Remainder of Page Intentionally Blank]

If the foregoing correctly sets forth the understanding between the Company and the Agent, please so indicate in the space provided below for that purpose, whereupon this letter shall constitute a binding amendment to the Sales Agreement between the Company and the Agent.

Very truly yours,

JEFFERIES LLC

By: /s/ Donald Lynaugh

Name: Donald Lynaugh

Title: Managing Director

ACCEPTED as of the date first-above written:

BEAM THERAPEUTICS INC.

By: /s/ Terry-Ann Burrell

Name: Terry-Ann Burrell

Title: Chief Financial Officer

[Signature Page to Amendment No. 2 to the Sales Agreement]

May 10, 2023

+1 617 526 6000 (t)
+1 617 526 5000 (f)

Beam Therapeutics Inc.
238 Main Street
Cambridge, MA 02142

Re: Prospectus Supplement to Registration Statement on
Form S-3ASR

Ladies and Gentlemen:

This opinion is being furnished to you in connection with (i) the Registration Statement on Form S-3ASR (File No. 333-254946) (the "Registration Statement") filed by Beam Therapeutics Inc., a Delaware corporation (the "Company"), with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), for the registration of, among other things, an indeterminate number of shares of Common Stock, \$0.01 par value per share, of the Company, which may be issued from time to time on a delayed or continuous basis pursuant to Rule 415 under the Securities Act, as set forth in the Registration Statement and the prospectus contained therein (the "Base Prospectus") and (ii) the prospectus supplement, dated May 10, 2023 (the "Prospectus Supplement" and, together with the Base Prospectus, the "Prospectus") relating to the issuance and sale from time to time by the Company of shares of Common Stock with an aggregate offering price of up to \$300,000,000 (the "Shares").

The Shares are to be issued and sold by the Company pursuant to a Sales Agreement, dated April 1, 2021, as amended by Amendment No. 1 to Sales Agreement, dated as of July 7, 2021, and Amendment No. 2 to Sales Agreement, dated as of May 10, 2023 (as amended, the "Sales Agreement"), between the Company and Jefferies LLC. We are acting as counsel for the Company in connection with the issue and sale by the Company of the Shares. We have examined copies of the Registration Statement and the Prospectus as filed with the Commission. We have also examined and relied upon the Sales Agreement, minutes of meetings of the stockholders and the Board of Directors of the Company, including committees thereof as provided to us by the Company, stock record books of the Company as provided to us by the Company, the Certificate of Incorporation and By-laws of the Company, each as restated and/or amended to date, and such other documents as we have deemed necessary for purposes of rendering the opinions hereinafter set forth.

In our examination of the foregoing documents, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as copies, the authenticity of the originals of such latter documents and the legal competence of all signatories to such documents. Further, we have assumed that the Company will not issue and sell pursuant to the Sales Agreement such number of Shares that would cause the Company not to satisfy the eligibility requirements for Form S-3ASR (including Instruction I.B.6. thereof).

Wilmer Cutler Pickering Hale and Dorr LLP, 60 State Street, Boston, Massachusetts 02109

Beijing Berlin Boston Brussels Denver Frankfurt London Los Angeles New York Palo Alto San Francisco Washington

We express no opinion herein as to the laws of any state or jurisdiction other than the General Corporation Law of the State of Delaware.

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

Please note that we are opining only as to the matters expressly set forth herein, and no opinion should be inferred as to any other matters. This opinion is based upon currently existing statutes, rules, regulations and judicial decisions, and we disclaim any obligation to advise you of any change in any of these sources of law or subsequent legal or factual developments which might affect any matters or opinions set forth herein.

We hereby consent to the filing of this opinion with the Commission in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act as an exhibit to the Current Report on Form 8-K to be filed by the Company on the date hereof in connection with the issuance and sale of the Shares and to the use of our name therein and in the related Prospectus Supplement under the caption "Legal Matters." In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

By: /s/ Wilmer Cutler Pickering Hale and Dorr LLP
WILMER CUTLER PICKERING HALE AND DORR LLP