

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 8-K**

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**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 17, 2021**

**Concert Pharmaceuticals, Inc.**

(Exact Name of Registrant as Specified in its Charter)

**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**001-36310**  
(Commission  
File Number)

**20-4839882**  
(IRS Employer  
Identification No.)

**65 Hayden Avenue, Suite 3000N**  
**Lexington, Massachusetts**  
(Address of Principal Executive Offices)

**02421**  
(Zip Code)

**Registrant's telephone number, including area code: (781) 860-0045**

(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, \$0.001 par value per share	CNCE	Nasdaq Global Market

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.

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**Item 1.01. Entry into a Material Definitive Agreement.**

On May 17, 2021, Concert Pharmaceuticals, Inc. (the “Company”) entered into an amendment (the “Amendment”) to the Asset Purchase Agreement, dated as of March 3, 2017 (the “Agreement”), by and among the Company, Vertex Pharmaceuticals (Europe) Limited, as Buyer (“Vertex”), and Vertex Pharmaceuticals Incorporated, as Guarantor. Pursuant to the Amendment, (a) Vertex paid the Company \$32,000,000 in cash consideration and (b) the Agreement was amended to delete the requirement that Vertex pay the Company an aggregate of up to \$90 million upon the achievement of certain milestone events. As a result of the Amendment, the Company is not entitled to receive any further payments pursuant to the Agreement.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment filed herewith as Exhibit 10.1 and incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
<a href="#">10.1</a>	<a href="#">Amendment to Asset Purchase Agreement, dated as of May 17, 2021, by and among the Registrant, Vertex Pharmaceuticals (Europe) Limited, as Buyer, and Vertex Pharmaceuticals Incorporated, as Guarantor</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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**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.

CONCERT PHARMACEUTICALS, INC.

Date: May 17, 2021

By: /s/ Jeffrey A. Munsie

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Jeffrey A. Munsie

Chief Legal Officer

**AMENDMENT  
TO  
ASSET PURCHASE AGREEMENT**

This AMENDMENT TO ASSET PURCHASE AGREEMENT (this “**Amendment**”), dated as of May 17, 2021, to that certain Asset Purchase Agreement (as may be further amended or modified from time to time, the “**Agreement**”), dated as of March 3, 2017, is entered into by and among Concert Pharmaceuticals, Inc. (“**Seller**”), Vertex Pharmaceuticals (Europe) Limited (“**Buyer**”) and, solely for purposes of Section 10.14 of the Agreement and Section 1 of this Amendment, Vertex Pharmaceuticals Incorporated (“**Guarantor**”). Seller, Buyer and Guarantor are collectively referred to herein as the “**Parties**” and each individually as a “**Party**.” Any capitalized term used but not defined in this Amendment shall have the meaning ascribed to such term in the Agreement.

WHEREAS, pursuant to the Agreement, Buyer purchased the Acquired Assets from Seller in exchange for certain consideration, including the Contingent Payments payable upon the achievement of the Milestone Events described in Section 1.02(b) of the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to terminate Buyer’s obligations to make any future Contingent Payments in exchange for an immediate cash payment from Guarantor to Seller of \$32,000,000 (the “**Milestone Termination Payment**”).

NOW, THEREFORE, in consideration of the promises and the mutual agreements and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. On the date hereof, Guarantor shall pay to Seller, by wire transfer of immediately available funds to the account designated by Seller, the Milestone Termination Payment.
2. In exchange for the Milestone Termination Payment, Section 1.02(b) of the Agreement is hereby deleted in its entirety and replaced with the following: “[RESERVED]”. All references to Contingent Payments and Milestone Events in the Agreement shall be of no further force or effect.
3. All other terms, conditions and provisions of the Agreement shall continue in full force and effect in accordance with their terms and shall remain unaffected and unchanged by this Amendment, except as specifically provided in this Amendment.
4. The Parties agree that the Seller’s press release announcing this Amendment shall be in the form attached hereto as Exhibit A.
5. The provisions of Article X of the Agreement shall apply *mutatis mutandis* to this Amendment.

*[Remainder of page intentionally left blank]*

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IN WITNESS WHEREOF the Parties have caused this Amendment to be executed as of the date first set forth above by their duly authorized representatives.

**Seller:**

**CONCERT PHARMACEUTICALS, INC.**

By: /s/ Roger D. Tung

Name: Roger D. Tung

Title: President and CEO

**Buyer:**

**VERTEX PHARMACEUTICALS (EUROPE)  
LIMITED**

By: /s/ Klas Holmlund

Name: Klas Holmlund

Title: Director

**Guarantor:**

**VERTEX PHARMACEUTICALS  
INCORPORATED**

By: /s/ Reshma Kewalramani

Name: Reshma Kewalramani

Title: CEO and President

**Exhibit A**  
**Press Release**  
*[Attached]*

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