

**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) November 6, 2020

PROTEOSTASIS THERAPEUTICS, INC.
(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-37695
(Commission
File Number)

20-8436652
(IRS Employer
Identification No.)

80 Guest Street, Suite 500
Boston, MA
(Address of Principal Executive Offices)

02135
(Zip Code)

Registrant's telephone number, including area code: (617) 225-0096

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 (see General Instruction A.2. below):

- Written communication 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	Name of exchange on which registered
Common Stock, par value \$0.001 per share	PTI	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 (§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 a Material Definitive Agreement.

Amendment to Merger Agreement

On November 6, 2020, Proteostasis Therapeutics, Inc. (“PTI”), Yumanity Therapeutics, Inc., a Delaware corporation (“Yumanity”), Yumanity Holdings, LLC, a Delaware limited liability company (“Holdings”) and Pangolin Merger Sub, Inc., a Delaware corporation and wholly-owned subsidiary of PTI (“Merger Sub”), entered into the First Amendment (the “Amendment”) to the previously disclosed Agreement and Plan of Merger and Reorganization by and among PTI, Yumanity, Holdings and Merger Sub, dated August 22, 2020 (the “Merger Agreement”). As previously disclosed, upon the terms and subject to the satisfaction or waiver of the conditions described in the Merger Agreement, including approval of the transaction by PTI’s stockholders and Yumanity’s stockholders and the consolidation of Yumanity and Holdings prior to the closing of the transaction, Merger Sub will be merged with and into Yumanity (the “Merger”), with Yumanity surviving the Merger as a wholly-owned subsidiary of PTI.

The Amendment amends the Yumanity closing condition in the Merger Agreement regarding the minimum PTI Net Cash (as defined in the Merger Agreement) that PTI must have at the closing of the Merger by reducing it from \$30,000,000 to \$28,000,000.

Forward-Looking Statements

This Current Report on Form 8-K contains forward-looking statements (including within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act of 1933, as amended) concerning PTI, Yumanity and the proposed merger. These statements may discuss goals, intentions and expectations as to future plans, trends, events, results of operations or financial condition, or otherwise, based on current beliefs of the management of PTI, as well as assumptions made by, and information currently available to, management. Forward-looking statements generally include statements that are predictive in nature and depend upon or refer to future events or conditions, and include words such as “may,” “will,” “should,” “would,” “expect,” “anticipate,” “plan,” “likely,” “believe,” “estimate,” “project,” “intend,” and other similar expressions. Statements that are not historical facts are forward-looking statements. Forward-looking statements are based on current beliefs and assumptions that are subject to risks and uncertainties and are not guarantees of future performance. Actual results could differ materially from those contained in any forward-looking statement as a result of various factors, including, without limitation: the risk that the conditions to the closing of the proposed merger are not satisfied, including the failure to obtain stockholder approval for the proposed merger in a timely manner or at all; uncertainties as to the timing of the consummation of the proposed merger and the ability of each of PTI and Yumanity to consummate the merger; risks related to PTI’s ability to correctly estimate and manage its operating expenses and its expenses associated with the proposed merger pending closing; risks related to PTI’s continued listing on the Nasdaq Global Market until closing of the proposed merger; risks related to the failure or delay in obtaining required approvals from any governmental or quasi-governmental entity necessary to consummate the proposed merger; the risk that as a result of adjustments to the exchange ratio, PTI stockholders or Yumanity stockholders could own more or less of the combined company than is currently anticipated; risks related to the market price of PTI Common Stock relative to the exchange ratio; the risk that the conditions to payment under the contingent value rights will be not be met and that the contingent value rights may otherwise never deliver any value to PTI stockholders; risks associated with the possible failure to realize certain anticipated benefits of the proposed merger, including with respect to future financial and operating results; the ability of PTI or Yumanity to protect their respective intellectual property rights; competitive responses to the merger and changes in expected or existing competition; unexpected costs, charges or expenses resulting from the proposed merger; potential adverse reactions or changes to business relationships resulting from the announcement or completion of the proposed merger; the success and timing of regulatory submissions and pre-clinical and clinical trials; regulatory requirements or developments; changes to clinical trial designs and regulatory pathways; changes in capital resource requirements; risks related to the inability of the combined company to obtain sufficient additional capital to continue to advance its product candidates and its preclinical programs; and legislative, regulatory, political and economic developments. These and other risks and uncertainties are more fully described in periodic filings with the SEC, including the factors described in the section titled “Risk Factors” in PTI’s Quarterly Report on Form 10-Q for the quarter ended June 30, 2020 filed with the SEC, and in other filings that PTI makes and will make with the SEC in connection with the proposed Merger. PTI can give no assurance that the conditions to the merger will be satisfied. You should not place undue reliance on these forward-looking statements, which are made only as of the date hereof or as of the dates indicated in the forward-looking statements. PTI expressly disclaims any obligation or undertaking to release

publicly any updates or revisions to any forward-looking statements contained herein to reflect any change in its expectations with regard thereto or any change in events, conditions or circumstances on which any such statements are based.

Additional Information about the Proposed Merger and Where to Find It

This communication may be deemed to be solicitation material in respect of the proposed transaction between PTI, Holdings and Yumanity. On September 23, 2020, PTI filed a Registration Statement on Form S-4 (the "Form S-4") with the SEC, which included a preliminary proxy statement/prospectus/information statement. PTI filed Amendment No. 1 to the Form S-4 with the SEC on October 28, 2020. PTI filed Amendment No. 2 to the Form S-4 with the SEC on November 6, 2020. A definitive proxy statement/prospectus/information statement will be filed with the SEC and mailed to the stockholders of Yumanity and PTI once the Registration Statement becomes effective. Each party may file other documents with the SEC in connection with the proposed Merger. **BEFORE MAKING ANY VOTING OR INVESTMENT DECISION, INVESTORS AND SECURITY HOLDERS ARE URGED TO READ THESE MATERIALS CAREFULLY AND IN THEIR ENTIRETY WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT PTI, YUMANITY THE PROPOSED MERGER AND RELATED MATTERS.** Investors and security holders may obtain free copies of the proxy statement/prospectus/information statement and any other documents filed with the SEC on PTI's website at <http://www.proteostasis.com>, by contacting PTI's Investor Relations at (617) 225-0096 or the SEC's website at www.sec.gov. Investors and security holders are urged to read the proxy statement, prospectus and other relevant materials when they become available before making any voting or investment decision with respect to the proposed Merger.

Non-Solicitation

This communication shall not constitute an offer to sell or the solicitation of an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

Participants in the Solicitation

PTI and its directors and executive officers, Holdings and its directors and executive officers, and Yumanity and its directors and executive officers may be deemed to be participants in the solicitation of proxies from the stockholders of PTI in connection with the proposed transaction. Information about the executive officers and directors of PTI and Yumanity is included in the proxy statement/prospectus/information statement referred to above. Additional information regarding the directors and executive officers of PTI is set forth in PTI's Definitive Proxy Statement on Schedule 14A relating to the 2020 Annual Meeting of Stockholders, filed with the SEC on April 29, 2020. These documents are available free of charge from the sources indicated above.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
2.1	<u>First Amendment to Merger Agreement, dated November 6, 2020, by and among PTI, Yumanity, Holdings and Merger Sub.</u>

**FIRST AMENDMENT TO
AGREEMENT AND PLAN OF MERGER AND REORGANIZATION**

THIS FIRST AMENDMENT TO AGREEMENT AND PLAN OF MERGER AND REORGANIZATION (this “*First Amendment*”) is entered into and made effective as of November 6, 2020, by and among **PROTEOSTASIS THERAPEUTICS, INC.**, a Delaware corporation (“*PTI*”), **PANGOLIN MERGER SUB, INC.**, a Delaware corporation and wholly-owned subsidiary of PTI (“*Merger Sub*”), **YUMANITY THERAPEUTICS, INC.**, a Delaware corporation (the “*Company*”), and **YUMANITY HOLDINGS, LLC**, a Delaware limited liability company (“*Holdings*”). PTI, Merger Sub, Holdings and the Company are sometimes individually referred to herein as a “*Party*” or collectively referred to herein as the “*Parties*”. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Merger Agreement (as defined below).

RECITALS

A. The Parties previously entered into that certain Agreement and Plan of Merger and Reorganization dated August 22, 2020 (the “*Merger Agreement*”); and

B. Section 10.2 of the Merger Agreement provides that the Merger Agreement may be amended with the approval of the respective boards of directors of the Company, Merger Sub, Holdings and PTI.

C. The Parties desire to amend the Merger Agreement pursuant to the terms and conditions of this First Amendment and the respective boards of directors of the Company, Merger Sub, Holdings and PTI have each approved this First Amendment to be effective as of the date hereof.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **AMENDMENT TO SECTION 8.5.** Section 8.5 of the Merger Agreement is hereby deleted in its entirety and replaced with the following:

“**8.5 PTI Net Cash.** The PTI Net Cash calculation shall be finally determined in accordance with the terms of this Agreement and PTI shall have no less than \$28,000,000 of PTI Net Cash as of the Closing as reflected in the PTI Net Cash Financial Certificate.”

2. **APPLICABLE LAW.** This First Amendment shall be governed by, and construed in accordance with, the Laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of laws.

3. **HEADINGS.** The bold-faced headings contained in this First Amendment are for convenience of reference only, shall not be deemed to be a part of this First Amendment and shall not be referred to in connection with the construction or interpretation of this First Amendment.

4. **ASSIGNABILITY.** This First Amendment shall be binding upon, and shall be enforceable by and inure solely to the benefit of, the Parties and their respective successors and permitted assigns; provided, however, that neither this Amendment nor any of a Party's rights or obligations hereunder may be assigned or delegated by such Party without the prior written consent of the other Party, and any attempted assignment or delegation of this Agreement or any of such rights or obligations by such Party without the other Party's prior written consent shall be void and of no effect.

5. **COUNTERPARTS.** This First Amendment may be executed in multiple counterparts and transmitted by facsimile, by electronic mail in portable document format ("PDF") form or by any other electronic means intended to preserve the original graphic and pictorial appearance of a Party's signature, with each such counterpart, facsimile or PDF signature constituting an original and all of which together constituting one and the same original.

6. **CONSTRUCTION.** The terms of this First Amendment amend and modify the Merger Agreement as if fully set forth in the Merger Agreement. Upon the effectiveness of this First Amendment, all references in the Merger Agreement to "the Agreement" or "this Agreement," as applicable, shall refer to the Merger Agreement, as modified by this First Amendment. If there is any conflict between the terms, conditions and obligations of this First Amendment and the Merger Agreement, this First Amendment's terms, conditions and obligations shall control. All other provisions of the Merger Agreement not specifically modified by this First Amendment are expressly preserved and remain in full force and effect.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the Effective Date.

PROTEOSTASIS THERAPEUTICS, INC.

By: /s/ Meenu Chhabra
Name: Meenu Chhabra
Title: Chief Executive Officer

PANGOLIN MERGER SUB, INC.

By: /s/ Meenu Chhabra
Name: Meenu Chhabra
Title: Chief Executive Officer

YUMANITY THERAPEUTICS, INC.

By: /s/ Richard Peters
Name: Richard Peters
Title: Chief Executive Officer

YUMANITY HOLDINGS, LLC

By: /s/ Richard Peters
Name: Richard Peters
Title: Chief Executive Officer