

**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 19, 2017**

JOUNCE THERAPEUTICS, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-37998
(Commission
File Number)

45-4870634
(IRS Employer
Identification No.)

**780 Memorial Drive
Cambridge, Massachusetts**
(Address of Principal Executive Offices)

02139
(Zip Code)

Registrant's telephone number, including area code: **(857) 259-3840**

1030 Massachusetts Avenue
Cambridge, Massachusetts 02138
(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 1.02 Termination of a Material Definitive Agreement.

On May 19, 2017, Jounce Therapeutics, Inc. (the “Company”) entered into a Lease Termination Agreement (the “Lease Termination”) with Cambridge 1030 Mass Ave, LLC (the “Landlord”) which terminated the Lease, dated March 28, 2013, by and between the Company and the Landlord, successor-in-interest to HCP/LREP Ventures I, LLC (the “Lease”), pursuant to which the Company leased approximately 17,807 square feet of office and lab space of the building located at 1030 Massachusetts Avenue, Cambridge, MA 02138. Pursuant to the Lease Termination, the Lease will be terminated in two phases. The Lease with respect to Suite 400 will terminate on May 31, 2017, and the Lease with respect to the first floor premises will terminate on August 31, 2017 (the “Lease Termination Date”) rather than October 25, 2018 as contemplated by the Lease. The Company will have no further rent obligations to the Landlord pursuant to the Lease after the Lease Termination Date. The Landlord has agreed to permit the early termination of the Lease in exchange for, *inter alia*, Tenant’s payment of Two Hundred Seventy-Six Thousand Five Hundred Sixty-Four and 69/100 (\$276,564.69) Dollars as an early termination fee and not a penalty.

The foregoing description of the Lease Termination does not purport to be complete and is qualified in its entirety by reference to the Lease Termination, a copy of which is attached as Exhibit 10.1 hereto and is incorporated herein by reference.

On May 19, 2017, the Company entered into a Sublease Termination Agreement (the “Sublease Termination”) with Manus Biosynthesis, Inc. (the “Sublessor”) which terminated the Sublease, dated as of May 11, 2015, by and between the Company and Sublessor (the “Sublease”), pursuant to which the Company subleased approximately 11,980 square feet of space of the building located at 1030 Massachusetts Avenue, Cambridge, MA 02138. Pursuant to the Sublease Termination, the Sublease will terminate on May 31, 2017 (the “Sublease Termination Date”), rather than March 31, 2018 as contemplated by the Sublease, with the Company having no further rent obligations to the Sublessor pursuant to the Sublease after the Sublease Termination Date. As consideration for the early termination of the Sublease, simultaneous with the execution of the Sublease Termination, the Company has remitted to Landlord the sum of Four Hundred Forty Thousand Five Hundred Sixty and 99/100 (\$440,560.99) Dollars as an early termination fee and not a penalty.

The foregoing description of the Sublease Termination does not purport to be complete and is qualified in its entirety by reference to the Sublease Termination, a copy of which is attached as Exhibit 10.2 hereto and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Lease Termination Agreement by and between Cambridge 1030 Mass Ave, LLC (as successor in interest to HCP/LFREP Ventures I, LLC) and Jounce Therapeutics, Inc., dated May 19, 2017
10.2	Sublease Termination Agreement by and between Manus Biosynthesis, Inc. and Jounce Therapeutics, Inc., dated May 19, 2017

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.

JOUNCE THERAPEUTICS, INC.

Date: May 23, 2017

By: /s/ Kim C. Drapkin
Kim C. Drapkin
Treasurer and Chief Financial Officer

EXHIBIT INDEX

Exhibit No.	Description
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LEASE TERMINATION AGREEMENT

This Lease Termination Agreement (this “Agreement”) dated as of May 19, 2017 is entered into between Cambridge 1030 Mass Ave, LLC, a Delaware limited liability company (“Landlord”), and Jounce Therapeutics, Inc. a Delaware corporation (“Tenant”).

Background

- A. Landlord, successor in interest to HCP/LFREP Ventures I, LLC, and Tenant are parties to that certain Lease dated as of March 28, 2013 (the “Lease”) for certain premises (the “Premises”) located in the building known as 1030 Massachusetts Avenue, Cambridge, Massachusetts (the “Building”). Capitalized terms and phrases used and not defined herein shall have the definitions ascribed to them in the Lease.
- B. The term of the Lease is scheduled to expire on October 25, 2018 (the “Lease Expiration Date”). Tenant desires to terminate the Lease prior to such date in two phases, with (i) the first phase terminating the Lease for that portion of the Premises located on the fourth (4th) floor of the Building (“Suite 400”) and (ii) the second phase terminating the Lease for that portion of the Premises on the first (1st) floor of the Building (the “First Floor Premises”).
- C. Landlord and Tenant have agreed to terminate the Lease prior to the Lease Expiration Date pursuant to the terms, and subject to the conditions, set forth below.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant confirm and agree as follows:

1. Partial Termination of Lease. Notwithstanding anything to the contrary contained in the Lease, subject to the terms and provisions contained herein, Landlord and Tenant agree that the Expiration Date of the Lease Term with respect to Suite 400 only shall be May 31, 2017 (the “Suite 400 Termination Date”). Subject to Section 2 below, upon the Suite 400 Termination Date, the “Premises” shall be revised to mean the First Floor Premises.

(a) Compliance with Lease Obligations. For the period following the Suite 400 Termination Date, all rights and obligations of Landlord and Tenant under the Lease with respect to Suite 400 (but not those for the First Floor Premises) shall terminate, expire and be of no force and effect, in each case as set forth in the Lease in connection with the expiration of the Term, except for such obligations that are specified in the Lease to expressly survive the expiration date of the Term.

(b) Surrender of Suite 400. Tenant is obligated to vacate and surrender to Landlord Suite 400 on or before the Suite 400 Termination Date in the condition required by the Lease,

and in compliance with the terms of the Lease including without limitation Section 5.4.3 (Tenant's obligations upon surrender), 5.4.4.3 (surrender of Premises), Section 15.2 (removal of Tenant property) and Section 15.3 (environmental assessment). Tenant shall remove all personal property of Tenant from Suite 400 on or before the Suite 400 Termination Date in accordance with the terms of the Lease. Tenant shall not remove any Tenant Improvements or Alterations existing in Suite 400 as of the date hereof in connection with its surrender of the Premises. Effective as of the Suite 400 Termination Date, Section 10 of the Summary is amended to provide that Tenant shall be entitled to use one (1) parking pass subject to the provisions of Article 28 of the Lease, and any and all additional parking passes shall be returned to Landlord.

2. Final Termination of Lease. Notwithstanding anything to the contrary contained in the Lease, subject to the terms and provisions contained herein, Landlord and Tenant agree that the Expiration Date of the Lease Term for the First Floor Premises shall be August 31, 2017 (the "First Floor Premises Termination Date"). Between the Suite 400 Termination Date and the First Floor Premises Termination Date, the parties agree that the "Premises" shall be defined as being the First Floor Premises, with Base Rent and Tenant's Share of Direct Expenses calculated based on the square footage of the First Floor Premises.

(a) Compliance with Lease Obligations. For the period following the First Floor Premises Termination Date, all rights and obligations of Landlord and Tenant under the Lease with respect to the First Floor Premises shall terminate, expire and be of no force and effect, in each case as set forth in the Lease in connection with the expiration of the Term, except for such obligations that are specified in the Lease to expressly survive the expiration date of the Term.

(b) Surrender of the First Floor Premises. Tenant is obligated to vacate and surrender to Landlord the First Floor Premises on or before the First Floor Premises Termination Date in the condition required by the Lease, and in compliance with the terms of the Lease including without limitation Section 5.4.3 (Tenant's obligations upon surrender), 5.4.4.3 (surrender of Premises), Section 15.2 (removal of Tenant property) and Section 15.3 (environmental assessment). Tenant shall remove all personal property of Tenant from the First Floor Premises on or before the First Floor Premises Termination Date in accordance with the terms of the Lease. Tenant shall not remove any Tenant Improvements or Alterations existing in the First Floor Premises as of the date hereof in connection with its surrender of the First Floor Premises.

3. Security Deposit. Landlord is currently holding a letter of credit from Tenant in the amount of \$250,530.42 (the "L/C Security") as security for Tenant's performance under the Lease. Following the First Floor Premises Termination Date, provided that Tenant has complied with its obligations under this Lease Termination Agreement, Landlord shall return the L/C Security to Tenant in accordance with the Lease.

4. Termination Payment. Landlord has agreed to enter into this Agreement and permit the early termination of the Lease in exchange for, *inter alia*, Tenant's payment on the date hereof to Landlord of the sum of Two Hundred Seventy-Six Thousand Five Hundred Sixty-Four and 69/100 (\$276,564.69) Dollars (the "Early Termination Payment") as a fee and not a penalty, as more particularly described on Exhibit A attached hereto.

5. Warranties and Representations. Tenant hereby represents and warrants that the following statements are true as of the date hereof and will be true on the Suite 400 Termination Date and the First Floor Premises Termination Date:

- a. Tenant owns and holds the entire interest of Tenant under the Lease;
- b. There exist no subleases created by, through or under Tenant affecting the Premises or any part thereof;
- c. Tenant has not assigned or encumbered its interest in the Lease or any part thereof;
- d. Tenant has no knowledge of any fact or circumstance which would give rise to any claim, demand, action or cause of action arising out of or in connection with Tenant's occupancy of the Premises. No contracts for the furnishing of any labor or materials with respect to improvements or alterations in or about the Premises have been executed by Tenant or are outstanding that have not been performed and satisfied; and
- e. Tenant has full authority to execute and deliver this Agreement.

Tenant shall defend, indemnify and hold Landlord harmless from and against all loss, cost, damage and expense sustained by Landlord (including, without limitation, all reasonable expenses, costs and attorneys' fees of Landlord in any action or defense undertaken by Landlord to protect itself from such loss or damage) resulting from any breach by Tenant of the representations and warranties made herein, or from any lien, charge, encumbrance or claim against the Premises from persons claiming by, through or under Tenant, which indemnification obligation shall survive the First Floor Premises Early Termination Date.

6. Termination of Certain Rights. Notwithstanding anything to the contrary contained in the Lease, any rights that Tenant may have to expand the Premises pursuant to Section 1.3 of the Lease or to extend the term of the Lease pursuant to Section 2.2 of the Lease are hereby deemed terminated, void and without further force or effect.

7. Final Agreement. This Agreement may not be orally changed or terminated, nor any of its provisions waived, except by an agreement in writing signed by the party against whom enforcement of any changes, termination or waiver is sought. Except as modified herein, the Lease and all of the terms and provisions thereof shall remain unmodified and in full force and effect as originally written. In the event of any conflict or inconsistency between the provisions of the Lease and the provisions of this Agreement, the provisions of this Agreement shall control.

8. Brokers. Landlord and Tenant each represent and warrant to the other that it has not had any dealings with any broker or agent seeking a commission or other compensation in connection with this Agreement. Landlord and Tenant covenant to indemnify, defend and hold harmless, the other from and against any and all claims, costs, expense or liability (including reasonable attorneys' fees by counsel of the indemnified party's choice) for any compensation,

commissions and charges claimed by any broker or agent with respect to this Agreement or the negotiation thereof arising from a breach of the foregoing warranty.

9. Binding upon Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of the parties hereto, their respective legal representatives, successors, and assigns.

10. Massachusetts Law; Illegality. This Agreement shall be governed by the laws of The Commonwealth of Massachusetts. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

11. Submission of Agreement. Submission of this instrument for examination or signature by Tenant is not effective as an amendment to the Lease or otherwise until execution and delivery by both Landlord and Tenant.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement as of the date first written above.

CAMBRIDGE 1030 MASS AVE, LLC,
a Delaware limited liability company

By: /s/ Jamison N. Peschel
Name: Jamison N. Peschel
Its: Authorized Signatory

TENANT:

JOUNCE THERAPEUTICS, INC.,
a Delaware corporation

By: /s/ Richard Murray
Name: Richard Murray
Its: President or Vice President

By: /s/ Kim C. Drapkin
Name: Kim C. Drapkin
Its: Treasurer or Assistant Treasurer

Exhibit A

Jounce Therapeutics, Inc. (400-jouncela)			
CAM - Estimated (06/2017)	cam_est	\$	24,420.02
Insurance - Estimated (06/2017)	ins_est	\$	1,099.58
Parking Rent (06/2017)	parking	\$	4,845.00
Rent (06/2017)	rent	\$	85,940.34
RE Taxes - Estimated (06/2017)	tax_est	\$	14,977.41
Utilities - Estimated (06/2017)	util_est	\$	7,000.00
Total Jounce Therapeutics, Inc. (400-jouncela)		\$	138,282.35
2 Months Rent & TICAM Suite 400		\$	276,564.69

SUBLEASE TERMINATION AGREEMENT

THIS SUBLEASE TERMINATION AGREEMENT (“**Agreement**”) is made and entered into as of May 19, 2017 by and between **MANUS BIOSYNTHESIS, INC.**, a Delaware company (“**Sublandlord**”) and **JOUNCE THERAPEUTICS, INC.**, a Delaware corporation (“**Subtenant**”). Sublandlord and Subtenant are each individually referred to herein as a “**Party**” and are collectively referred to as the “**Parties**”.

RECITALS

A. Sublandlord and Subtenant executed that certain Sublease dated May 11, 2015 (the “**Sublease**”) for premises consisting of approximately 11,980 rentable square feet (out of a total of 23,121 rentable square feet leased to Subtenant), designated as “Suite 310” on the third floor of the building commonly known at 1030 Massachusetts Avenue, Cambridge, Massachusetts (the “**Subleased Premises**”). All defined terms in the Sublease are incorporated herein by reference.

B. **CAMBRIDGE 1030 MASS AVE, LLC** (as successor in interest to HCP/LFREP Ventures I, LLC) (“**Master Landlord**”) and Sublandlord have entered into a separate agreement to terminate the Lease between Sublandlord and Master Landlord as to the Subleased Premises; and

C. The term of the Sublease is scheduled to expire on March 31, 2018, but Sublandlord and Subtenant desire to terminate the Sublease on May 31, 2017 upon the terms and conditions set forth below.

AGREEMENTS

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

1. Sublease Termination Date. The “Sublease Termination Date” shall be May 31, 2017, or if later, the date Subtenant surrenders possession of the Subleased Premises to Sublandlord.
2. Sublease Termination. Upon the Sublease Termination Date (defined above), the Sublease shall be fully terminated, the Subleased Premises surrendered by Subtenant and the Parties relieved of all liabilities and obligations under the Sublease, except with respect to any claims or duties that accrued prior to termination and such liabilities and obligations as are intended to survive expiration of the Sublease.
3. Surrender of Premises. On or before May 31, 2017, Subtenant will surrender possession of the Subleased Premises to Sublandlord in accordance with the terms of the Sublease and the terms of the Surrender Agreement between Master Landlord and Subtenant.
4. Mutual Release of Liability. In consideration for the termination of the Sublease, upon the Sublease Termination Date, Subtenant hereby forever relieves, releases and discharges Sublandlord and its directors, officers, members, shareholders, employees, representatives, agents, affiliates, parents, subsidiaries, successors and assigns from any and all claims relating to the

Sublease or the Subleased Premises, provided the foregoing release shall not release, discharge or relieve Sublandlord from its obligation to return the portion of the Security Deposit required to be returned to Subtenant in accordance with Paragraph 5 below. In consideration for the termination of the Sublease, upon the Sublease Termination Date, Sublandlord hereby forever relieves, releases and discharges Subtenant and its directors, officers, members, shareholders, employees, representatives, agents, affiliates, parents, subsidiaries, successor, and assigns from any and all claims relating to the Sublease or the Subleased Premises, provided the foregoing release shall not release, discharge or relieve Subtenant from any claims or duties that accrued prior to termination or any liabilities or obligations intended to survive expiration of the Sublease.

Each Party fully understands that, among other things, if the facts with respect to this Agreement and the mutual releases set forth herein are found hereafter to be other than or different from the facts they now believe to be true, such Party expressly accepts and assumes the risk of such possible differences in facts regardless of any possible reason for such possible differences in facts. Each Party agrees that the releases shall remain in effect and are not subject to termination or rescission because of any such asserted or actual differences in facts.

5. Security Deposit. Provided Subtenant has performed all obligations required under both the Sublease and this Agreement, not later than 60 days after the Sublease Termination Date, Sublandlord shall return to Subtenant the amount of \$58,077.46 constituting the portion of the Security Deposit required to be returned to Subtenant as set forth in Paragraph 6 of the Sublease.

6. Authority; Additional Subtenant Representations. Each party warrants and represents to the other party that it is authorized to enter into this Agreement and that the individuals executing this Agreement have the authority to do so. Subtenant warrants and represents to Sublandlord that it has not subleased or assigned, or purported to sublease or assign, any interest in the Subleased Premises; that it has made no alterations or improvements to the Subleased Premises other than the Initial Improvements defined in the Sublease; that it knows of no acts or omissions by Sublandlord or Master Landlord with respect to the Subleased Premises that could be deemed a default by either party under the Sublease or Master Lease; and that as of the date hereof, it is in compliance with and not in default under the Sublease.

7. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. If a Party hereto brings an action or legal proceeding against the other Party arising out of or relating to any alleged breach or failure of any provision contained in this Agreement, then the prevailing Party shall be entitled to and shall be permitted to recover from the other Party all of its costs and expenses incurred with respect thereto, including, without limitation, court costs and attorneys' fees. This Agreement shall be binding on and inure to the benefit of the Parties and their successors. This Agreement may be signed in counterparts and a signed copy transmitted by email or facsimile shall be binding upon the signatory thereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed, effective as of the date and year first above written.

SUBLANDLORD:

MANUS BIOSYNTHESIS, INC., a Delaware company

By: /s/ Ajikumar Parayil
Name: Ajikumar Parayil
Title: President and CEO

SUBTENANT:

JOUNCE THERAPEUTICS, INC., a Delaware corporation

By: /s/ Richard Murray
Name: Richard Murray
Title: President and CEO