

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): April 23, 2018

Bellerophon Therapeutics, Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware	001-36845	47-3116175
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

184 Liberty Corner Road, Suite 302	
Warren, New Jersey	07059
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: **(908) 574-4770**

(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 a Material Definitive Agreement.

On April 23, 2018, Bellerophon Pulse Technologies LLC (“Pulse Technologies”), a subsidiary of Bellerophon Therapeutics, Inc. (together with Pulse Technologies, the “Company”), entered into a Third Amendment (the “Supply Amendment”) to the Drug Clinical Supply Agreement, dated as of February 9, 2014, as subsequently amended, by and between Pulse Technologies and INO Therapeutics LLC (“INO Therapeutics”), a subsidiary of Ikaria, Inc. (together with INO Therapeutics, “Ikaria”), (the “Supply Agreement”) and a Fourth Amendment (the “Cross-License Amendment”) to the Exclusive Cross-License, Technology Transfer, and Regulatory Matters Agreement (the “Cross-License”), dated as of February 9, 2014, as subsequently amended, by and between Pulse Technologies and INO Therapeutics. The parties entered into the Supply Agreement and the Cross-License in connection with the Company’s spin-out from Ikaria, its former parent company.

The amendments expand the scope of the license agreement, from idiopathic pulmonary fibrosis, to a broader category of pulmonary fibrosis diseases, which include idiopathic pulmonary fibrosis as well as other fibrotic and interstitial lung diseases.

The Supply Amendment amends the Supply Agreement to remove previous references to pulmonary hypertension associated with idiopathic pulmonary fibrosis (“IPF”) and to instead include reference to the Company’s engagement in the business of developing, manufacturing and commercializing products for pulmonary hypertension in patients with pulmonary fibrosis associated with idiopathic interstitial pneumonia, chronic hypersensitivity pneumonitis or occupational or environmental lung disease (“PF”). The Cross-License Amendment amends the Cross-License by (i) removing previous references to IPF and replacing them with references to PF and (ii) including a provision pursuant to which the Company agrees to pay to Ikaria one percent (1%) of PF net sales, to be paid within 45 days after the end of each calendar quarter.

The foregoing descriptions of the Supply Amendment and the Cross-License Amendment do not purport to be complete and are qualified in their entirety by reference to each of the Supply Amendment and the Cross-License Amendment, respectively, attached hereto as Exhibits 10.1 and 10.2 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits:

Exhibit No.	Description
<u>10.1</u>	<u>Third Amendment to Drug Clinical Supply Agreement, dated April 23, 2018, by and between Bellerophon Pulse Technologies LLC and INO Therapeutics LLC.</u>
<u>10.2</u>	<u>Fourth Amendment to Exclusive Cross-License, Technology Transfer and Regulatory Matters Agreement, dated April 23, 2018, by and between Bellerophon Pulse Technologies LLC and INO Therapeutics LLC.</u>

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.

BELLEROPHON THERAPEUTICS, INC.

Date: April 26, 2018

By: /s/ Fabian Tenenbaum

Name: Fabian Tenenbaum

Title: Chief Executive Officer

**THIRD AMENDMENT TO
DRUG CLINICAL SUPPLY AGREEMENT**

THIS THIRD AMENDMENT (this "Amendment"), effective as of the last date of signature hereof (the "Amendment Effective Date"), is made to that certain Drug Clinical Supply Agreement, dated as of February 9, 2014, by and between Bellerophon Pulse Technologies LLC ("Pulse Technologies") and Mallinckrodt Manufacturing LLC, assignee of INO Therapeutics LLC ("Mallinckrodt"), as amended by Section 6 of that certain Second Amendment to Exclusive Cross-License, Technology Transfer, and Regulatory Matters Agreement, dated as of July 27, 2015, and as amended further by that certain Second Amendment to Drug Clinical Supply Agreement and Third Amendment to Exclusive Cross-License, Technology Transfer and Regulatory Matters Agreement, dated as of November 16, 2015 (collectively, the "Agreement"). Capitalized terms used herein not otherwise defined shall have the meanings ascribed to them in the Agreement.

WHEREAS, the parties desire to amend the Agreement as set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the Agreement, the parties hereby agree as follows:

1. The third WHEREAS clause in the Recitals of the Agreement is hereby deleted in its entirety and replaced with the following:

"WHEREAS, Pulse Technologies is engaged in the business of developing, manufacturing, and commercializing products for (a) pulmonary hypertension secondary to chronic obstructive pulmonary disease ("COPD"), (b) primary or idiopathic pulmonary arterial hypertension ("PAH"), and PF (as defined herein) (collectively, the "Pulse Technologies Clinical Programs");"

2. Section 1.14 of the Agreement is hereby deleted in its entirety and replaced with the following:

"1.14 "PF" means pulmonary hypertension in patients with pulmonary fibrosis associated with idiopathic interstitial pneumonias, chronic hypersensitivity pneumonitis or occupational or environmental lung disease."

3. The term "IPF" as used in the Agreement is hereby deleted and replaced with the term "PF" in every instance in which it appears in the Agreement.

4. Except as herein amended, all terms, covenants and provisions of the Agreement are ratified, reaffirmed and shall remain in full force and effect. All references therein to the Agreement shall hereafter refer to the Agreement as amended by this Amendment. This Amendment shall be deemed incorporated into, and a part of, the Agreement.

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

Bellerophon Pulse Technologies LLC

Mallinckrodt Manufacturing LLC

By: /s/ Fabian Tenenbaum
Name: Fabian Tenenbaum
Title: CEO
Date: April, 23rd 2018

By: /s/ Ron Lloyd
Name: Ron Lloyd
Title: EVP and President, Hospital Therapies
Date: April, 23rd 2018

**FOURTH AMENDMENT TO
EXCLUSIVE CROSS-LICENSE, TECHNOLOGY TRANSFER AND
REGULATORY MATTERS AGREEMENT**

THIS FOURTH AMENDMENT (this “Amendment”), effective as of the last date of signature hereof (the “Amendment Effective Date”), is made to that certain Exclusive Cross-License, Technology Transfer, and Regulatory Matters Agreement, dated as of February 9, 2014, by and between INO Therapeutics LLC (“Ikaria”) and Bellerophon Pulse Technologies LLC (“Pulse Technologies”), as amended by that certain First Amendment to the Cross License, dated as of March 27, 2014, as amended further by that certain Second Amendment to Exclusive Cross-License, Technology Transfer and Regulatory Matters Agreement, dated as of July 27, 2015, as amended further by that certain Second Amendment to Drug Clinical Supply Agreement and Third Amendment to Exclusive Cross-License, Technology Transfer, and Regulatory Matters Agreement, dated as of November 16, 2015 (collectively, the “Agreement”). Capitalized terms used herein not otherwise defined shall have the meanings ascribed to them in the Agreement.

WHEREAS, the parties desire to amend the Agreement as set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the Agreement, the parties hereby agree as follows:

1. Section 1.2.23 of the Agreement is hereby deleted in its entirety and replaced with the following:

“1.2.23. “**PF**” shall mean pulmonary hypertension in patients with pulmonary fibrosis associated with idiopathic interstitial pneumonias, chronic hypersensitivity pneumonitis or occupational or environmental lung disease.”

2. The term “IPF” as used in the Agreement is hereby deleted and replaced with the term “PF” in every instance in which it appears in the Agreement.

3. Section 6 of the Agreement is hereby amended by adding the following Section 6.6:

“6.6 PF Products.

6.6.1 In addition to any other royalties due Ikaria under this Agreement, Pulse Technologies shall pay to Ikaria one percent (1%) of PF Net Sales (as defined below).

6.6.2 Pulse Technologies shall make all payments due to Ikaria under this Section 6.6 within 45 days after the end of each calendar quarter and each payment shall be accompanied by a report providing with respect to PF Products (as defined below): (a) the PF Net Sales for such calendar quarter separated by country, (b) the total deductions used to calculate the above noted PF Net Sales with each specific deduction itemized, and (c) the amount of payments payable to Ikaria for such year, as well as the computation thereof.

6.6.3 Section 6.1 (Maintenance of Records and Audit Rights) of this Agreement shall apply with respect to PF Products and shall apply with respect to the documentation, records, and premises of Pulse Technologies, its Affiliates and its (or its Affiliates’) licensees of PF Products.

6.6.4 The following terms shall have the following meanings:

(a) “PF Net Sales” shall have the same meaning as Net Sales but with PF Product replacing R&D Product in every instance and with gross receipts of Pulse Technologies, its Affiliates and its (or its Affiliates’) licensees of PF Products included.

(b) “PF Product” shall mean any product or service that utilizes, contains or includes nitric oxide for the treatment, prevention or diagnosis of PF as well as all disposables and accessories used with such product. For the avoidance of doubt, a PF Product may also be an R&D Product if such PF Product also falls within the definition of R&D Product.

6.6.5 This Section 6.6 shall survive any expiration or earlier termination of this Agreement.”

4. Except as herein amended, all terms, covenants and provisions of the Agreement are ratified, reaffirmed and shall remain in full force and effect. All references therein to the Agreement shall hereafter refer to the Agreement as amended by this Amendment. This Amendment shall be deemed incorporated into, and a part of, the Agreement.

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

INO Therapeutics LLC

Bellerophon Pulse Technologies LLC

By: /s/ Ron Lloyd
Name: Ron Lloyd
Title: EVP and President, Hospital Therapies
Date: April, 23rd 2018

By: /s/ Fabian Tenenbaum
Name: Fabian Tenenbaum
Title: CEO
Date: April, 23rd 2018

