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**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): June 24, 2020**

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**Cue Biopharma, Inc.**  
(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-38327**  
(Commission  
File Number)

**47-3324577**  
(IRS Employer  
Identification No.)

**21 Erie St., Cambridge, MA**  
(Address of principal executive offices)

**02139**  
(Zip Code)

**(Registrant's telephone number, including area code): (617) 949-2680**

**Not Applicable**  
(Former name or former address, if changed since last report.)

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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
<b>Common Stock, par value \$0.001 per share</b>	<b>CUE</b>	<b>The Nasdaq Stock Market LLC</b>

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.

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

On June 24, 2020, Cue Biopharma, Inc. (the “Company”) entered into a Second Amendment to License Agreement (the “Amendment”) to its License Agreement (the “License”) with MIL 21E, LLC dated January 19, 2018, as amended by the First Amendment to License Agreement dated June 18, 2018, relating to the lease of approximately 19,833 rentable square feet of the building located at 21 Erie Street, Cambridge, Massachusetts.

Pursuant to the Amendment (1) the term of the License was extended to June 14, 2022 and (2) the monthly rental rate for the last 14 months of the License Term was increased from \$297,495 to \$375,174.

A copy of the Amendment is filed herewith as Exhibit 10.1 and is incorporated herein by reference.

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

(d) *Exhibits*

<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#"><u>Second Amendment to License Agreement between the Registrant and MIL 21E, LLC.</u></a>

**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: June 26, 2020

**Cue Biopharma, Inc.**

By: /s/ Daniel R. Passeri

Name: Daniel R. Passeri

Title: Chief Executive Officer

Second Amendment to License Agreement

This Second Amendment to License Agreement (“**Second Amendment**”), is made as of May 14, 2020 (“**Effective Date**”) by and between Cue Biopharma, Inc. (“**Licensee**”) and MIL 21E, LLC (“**Licensor**”).

WHEREAS, Licensor and Licensee are parties to a certain License Agreement dated January 19, 2018, as amended by a certain First Amendment to License Agreement dated June 18, 2018 (together, “**Agreement**”);

WHEREAS, Licensee warrants and represents that, to the best of its knowledge, Licensor has fulfilled its obligations under the Agreement and is not in default of any covenants or obligations contained in the Agreement;

WHEREAS, Licensee and Licensor desire to amend the Agreement in certain respects as set forth herein; and,

WHEREAS, all capitalized terms used herein but not defined herein shall have the meaning ascribed to them in the Agreement.

For good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, accepted and agreed to, Licensor and Licensee agree that the following shall be effective as of the Effective Date:

1. Section 2(a) of the Agreement is modified by adding this new paragraph to the end of the Section:

The Term of the Agreement shall be extended by fourteen (14) months (“**Extended Term**”) from April 14, 2021 and the Expiration Date of the Agreement shall be modified to June 14, 2022 (“**Expiration Date**”).

2. The first paragraph of Section 3 of the Agreement is modified by adding this new paragraph to the end of the Section:

The License Fee amount shall be modified for the Extended Term and Licensee shall pay a monthly license fee equal to \$375,174.25 (“**License Fee**”) commencing on April 15, 2021, which shall be paid in advance on or before the first (1st) day of each and every month during the Extended Term. Licensee shall pay each License Fee payment by electronic payment to Licensor.

3. Under the third paragraph of Section 3 of the Agreement Licensee paid \$776,792.00 for the last two months of the Term. Such amount shall now apply to the last two months of the Extended Term.

4. Ratification. As hereby amended, the Agreement is ratified, approved and confirmed in all respects. In the event that any of the provisions of the Agreement are inconsistent with this Second Amendment or the state of facts contemplated hereby, the provisions of this Second Amendment shall control. Except as expressly set forth herein, all other terms and conditions in the agreement remain unmodified.

**IN WITNESS WHEREOF**, Licensor and Licensee have duly executed this Second Amendment as of the day and year first above written.

**LICENSOR:**

**MIL 21E, LLC**

By: /s/ Amrit Chaudhuri  
Name: Amrit Chaudhuri  
Title: CEO

**LICENSEE:**

**CUE BIOPHARMA, INC.**

By: /s/ Daniel R. Passeri  
Name: Daniel R. Passeri  
Title: Chief Executive Officer