

**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): **January 4, 2018**

Verastem, Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-35403
(Commission
File Number)

27-3269467
(IRS Employer
Identification No.)

117 Kendrick Street, Suite 500, Needham, MA
(Address of Principal Executive Offices)

02494
(Zip Code)

Registrant's telephone number, including area code: **(781) 292-4200**

(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 January 4, 2018, Verastem, Inc. (the "Company") entered into the First Amendment to Loan and Security Agreement (the "First Amendment") by and among the Company, the Lender (as defined therein) and Hercules Capital, Inc. ("Hercules"). The First Amendment amends that certain Loan and Security Agreement, dated as of March 21, 2017 (the "Original Loan Agreement", and as amended by the First Amendment, the "Loan Agreement"), by and among the Company, the Lender (as defined therein) and Hercules. Under the Original Loan Agreement, the Company could borrow up to \$25.0 million, and the First Amendment increased this limit to \$50.0 million. Because the Company had already borrowed \$15.0 million prior to entering into the First Amendment, the Company now has \$35.0 million of borrowing capacity remaining under the Loan Agreement. The remaining \$35.0 million of borrowing capacity may be drawn in minimum increments of \$5.0 million in multiple tranches comprised of (i) term loans (each a "Term E Loan Advance") in an aggregate principal amount of up to \$10.0 million and (ii) subject to Hercules' sole discretion, term loans (each a "Term F Loan Advance") in an aggregate principal amount of up to \$25.0 million. The Loan Agreement (x) permits the Company to draw Term E Loan Advances subject to (i) the U.S. Food and Drug Administration accepting on or prior to September 30, 2018 the Company's new drug application for duvelisib and (ii) delivery to Hercules of the Company's financial and business projections in form and substance reasonably acceptable to Hercules and (y) permits the Company to draw Term F Loan Advances subject to the prior drawing of all other tranches and Hercules' sole discretion. If drawn, the additional tranches shall bear interest and have the same maturity as all other loans outstanding under the Loan Agreement.

The foregoing description of the principal terms of the First Amendment is a general description only, does not purport to be complete, and is qualified in its entirety by reference to the terms of the First Amendment, which is attached as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference. Additional details regarding the Loan Agreement are contained in the Company's Annual Report on Form 10-K (the "10-K") and the Company's subsequent Quarterly Reports on Form 10-Q (the "10-Qs") and are incorporated herein by reference. The descriptions of the Loan Agreement contained in the

10-K, the 10-Qs and herein are qualified in their entirety by reference to the complete text of the Loan Agreement, including the exhibits thereto, a copy of which is filed as Exhibit 10.26 to the 10-K filed with the U.S. Securities and Exchange Commission on March 23, 2017.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

The information in Item 1.01 above relating to the First Amendment is incorporated by reference into this Item 2.03.

Item 7.01 Regulation FD Disclosure

On January 4, 2018, the Company issued a press release announcing that it entered into the First Amendment. A copy of the press release is furnished as Exhibit 99.1 hereto.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits.

<u>Number</u>	<u>Description</u>
10.1	<u>First Amendment to Loan and Security Agreement dated as of January 4, 2018, by and among Verastem, Inc., the Lender (as defined therein) and Hercules Capital, Inc.</u>
99.1	<u>Press Release of Verastem, Inc., dated January 4, 2018</u>

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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.

VERASTEM, INC.

Date: January 4, 2018

By: /s/ Julie B. Feder
Julie B. Feder
Chief Financial Officer

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**FIRST AMENDMENT
TO
LOAN AND SECURITY AGREEMENT**

This **FIRST AMENDMENT TO LOAN AND SECURITY AGREEMENT** (this "Amendment") is dated as of January 4, 2018 and is entered into by and among (a) VERASTEM, INC., a Delaware corporation ("Borrower"), (b) the several banks and other financial institutions or entities from time to time parties to the Loan Agreement (collectively, referred to as "Lender") and (c) HERCULES CAPITAL, INC., a Maryland corporation, in its capacity as administrative agent for itself and the Lender (in such capacity, the "Agent"). Capitalized terms used herein without definition shall have the same meanings given them in the Loan Agreement (as defined below).

RECITALS

A. Borrower, Agent and Lender have entered into that certain Loan and Security Agreement dated as of March 21, 2017, among Borrower, Agent and Lender (as amended, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Lender has agreed to extend and make available to Borrower certain advances of money.

B. Borrower and Lender have agreed to amend the Loan Agreement upon the terms and conditions more fully set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and intending to be legally bound, the parties hereto agree as follows:

1. AMENDMENTS.

1.1 The Loan Agreement shall be amended by deleting the following text appearing in Recital A thereof: "Twenty-Five Million Dollars (\$25,000,000)" and inserting in lieu thereof the following: "Fifty Million Dollars (\$50,000,000)".

1.2 The Loan Agreement shall be amended by inserting the following new definitions to appear in proper alphabetical order in Section 1.1 thereof (Definitions and Rules of Construction):

"FDA" means the U.S. Food and Drug Administration.

"First Amendment Closing Date" means January 4, 2018.

"Term D Commitment Fee" shall have the meaning assigned to such term in Section 2.1(a).

"Term E Draw Period" means the period of time commencing upon the occurrence of the Term E Milestone Event and continuing through the earliest to occur of (a) the date that is ninety (90) days after the occurrence of the Term E Milestone Event, and (b) an Event of Default.

"Term E Loan Advance" shall have the meaning assigned to such term in Section 2.1(a).

"Term E Milestone Event" shall mean that (a) no Event of Default shall have occurred, (b) Agent shall have confirmed in writing to Borrower, receipt of Borrower's Board approved financial and business projections, in form and substance reasonably acceptable to Agent, and (c) Agent shall have confirmed in writing to Borrower, in Agent's reasonable discretion, on or prior to September 30, 2018, that the FDA has accepted Borrower's new drug application with respect to Borrower's "Duvelisib" product for the treatment of patients with relapsed/refractory chronic lymphocytic leukemia or small lymphocytic lymphoma.

"Term F Draw Period" means the period of time commencing upon the occurrence of Lender making each of the Term A Loan Advance, the Term B Loan Advance, the Term C Loan Advance, the Term D Loan Advance, and each Term E Loan Advance through the earliest to occur of (a) March 31, 2019, and (b) an Event of Default.

"Term F Loan Advance" shall have the meaning assigned to such term in Section 2.1(a).

1.3 The Loan Agreement shall be amended by deleting the defined term "Term D Draw Period" appearing in Section 1.1 thereof (Definitions and Rules of Construction).

1.4 The Loan Agreement shall be amended by deleting Section 2.1(a) thereof (Term Loan Advances) in its entirety and inserting in lieu thereof the following:

(a) **Term Loan Advances.** Subject to the terms and conditions of this Agreement, Lender will severally (and not jointly) make in an amount not to exceed its respective Term Commitment, and Borrower agrees to draw, one (1) advance in a principal amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) on the Closing Date (the "Term A Loan Advance"). Subject to the terms and conditions of this Agreement, during the Term B Draw Period, upon Borrower's written request in accordance with this Agreement, Lender will severally (and not jointly) make in an amount not to exceed its respective Term Commitment, one (1) advance in a principal amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) (the "Term B Loan Advance"). Subject to the terms and conditions of this Agreement, during the Term C Draw Period, upon Borrower's written request in accordance with this Agreement and Borrower's payment to Lender of a fully-earned non-refundable commitment fee equal to Twenty-Five Thousand Dollars (\$25,000), Lender will severally (and not jointly) make in an amount not to exceed its respective Term Commitment, one (1) advance in a principal amount of Five Million Dollars (\$5,000,000) (the "Term C Loan Advance"). Subject to the terms and conditions of this Agreement and Borrower's payment to Lender of a fully-earned non-refundable commitment fee equal to Fifty Thousand Dollars (\$50,000) (the "Term D Commitment Fee"),

Lender will severally (and not jointly) make in an amount not to exceed its respective Term Commitment, one (1) advance in a principal amount of Five Million Dollars (\$5,000,000) prior to the First Amendment Closing Date (the "Term D Loan Advance"). Subject to the terms and conditions of this Agreement, during the Term E Draw Period, upon Borrower's written request in accordance with this Agreement and Borrower's payment to Lender of a fully-earned non-refundable commitment fee equal to one percent (1.0%) of the principal amount of such advance, Lender will severally (and not jointly) make an advance or advances each in a principal

amount of greater than or equal to Five Million Dollars (\$5,000,000) (each a "Term E Loan Advance") but in an aggregate principal amount for all Term E Loan Advances not to exceed Ten Million Dollars (\$10,000,000). Subject to the terms and conditions of this Agreement, during the Term F Draw Period, upon Borrower's written request in accordance with this Agreement and Borrower's payment to Lender of a fully-earned non-refundable commitment fee equal to one percent (1.0%) of the principal amount of such advance, Lender may in its sole and unfettered discretion elect to make or not make, in an amount not to exceed its respective Term Commitment, an advance or advances, each in a principal amount greater than or equal to Five Million Dollars (\$5,000,000) (each a "Term F Loan Advance") but in an aggregate principal amount for all Term F Loan Advances not to exceed Twenty-Five Million Dollars (\$25,000,000). The Term A Loan Advance, the Term B Loan Advance, the Term C Loan Advance, the Term D Loan Advance, each Term E Loan Advance and each Term F Loan Advance are hereinafter referred to individually as a "Term Loan Advance" and collectively as the "Term Loan Advances". The aggregate outstanding principal amount of Term Loan Advances shall not exceed the Term Loan. Proceeds of any Term Loan Advance shall be deposited into an account that is subject to a first priority perfected security interest in favor of Agent perfected by an Account Control Agreement."

1.5 The Loan Agreement shall be amended by deleting Section 2.1(b) thereof (Advance Request) in its entirety and inserting in lieu thereof the following:

" (b) Advance Request. To obtain a Term Loan Advance, Borrower shall complete, sign and deliver to Agent an Advance Request (at least three (3) Business Days before the Advance Date other than (i) the Term A Loan Advance and Term D Loan Advance, which shall be at least one (1) Business Day, and (ii) any Term F Loan Advance, which shall be at least thirty (30) days). Lender shall fund the Term Loan Advance in the manner requested by the Advance Request provided that each of the conditions precedent to such Term Loan Advance is satisfied as of the requested Advance Date.

1.6 Schedule 1.1 is hereby amended and restated in its entirety with the Schedule 1.1 appearing as Schedule 1 hereto.

2. **BORROWER'S REPRESENTATIONS AND WARRANTIES.** Borrower represents and warrants that:

2.1 Immediately upon giving effect to this Amendment (i) the representations and warranties contained in the Loan Documents are true, accurate and complete except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct as of such date, after giving effect in all cases to any standard(s) of materiality contained in the Loan Agreement as to such representations and warranties and (ii) no Event of Default has occurred and is continuing with respect to which Borrower has not been notified in writing by Agent or Lender.

2.2 Borrower has the corporate power and authority to execute and deliver this Amendment and to perform its obligations under the Loan Agreement, as amended by this Amendment.

2.3 The certificate of incorporation, bylaws and other organizational documents of Borrower delivered to Agent and/or Lender on the Closing Date remain true,

accurate and complete and have not been amended, supplemented or restated and are and continue to be in full force and effect.

2.4 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, have been duly authorized by all necessary corporate action on the part of Borrower.

2.5 This Amendment has been duly executed and delivered by Borrower and is the binding obligation of Borrower, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors' rights.

2.6 As of the date hereof, it has no defenses against the obligations to pay any amounts under the Obligations. Borrower acknowledges that each of Agent and Lender has acted in good faith and has conducted in a commercially reasonable manner its relationships with Borrower in connection with this Amendment and in connection with the Loan Documents.

Borrower understands and acknowledges that each of Agent and Lender is entering into this Amendment in reliance upon, and in partial consideration for, the above representations and warranties, and agrees that such reliance is reasonable and appropriate.

3. **LIMITATION.** The amendments set forth in this Amendment shall be limited precisely as written and shall not be deemed (a) to be a waiver or modification of any other term or condition of the Loan Agreement or of any other instrument or agreement referred to therein or to prejudice any right or remedy which Agent and/or Lender may now have or may have in the future under or in connection with the Loan Agreement (as amended hereby) or any instrument or agreement referred to therein; or (b) to be a consent to any future amendment or modification or waiver to any instrument or agreement the execution and delivery of which is consented to hereby, or to any waiver of any of the provisions thereof. Except as expressly amended hereby, the Loan Agreement shall continue in full force and effect.

4. **EFFECTIVENESS.** This Amendment shall become effective upon the satisfaction of all the following conditions precedent:

4.1 Amendment. Borrower, Agent and Lender shall have duly executed and delivered this Amendment to Lender and such other documents as Agent may reasonably request.

4.2 Secretary's Certificate and Borrowing Resolutions. A Secretary's Certificate, together with a certified copy of resolutions of the Board evidencing approval of this Amendment.

4.3 Certificates of Good Standing. A certificate of good standing for Borrower from its state of incorporation and similar certificates from all other jurisdictions in which Borrower does business and where the failure to be qualified would have a Material Adverse Effect.

4.4 Term D Commitment Fee. Borrower shall have paid to Agent the Term D Commitment Fee. Agent confirms receipt of the Term D Commitment Fee prior to the First Amendment Closing Date.

4.5 Payment of Lender Expenses. Borrower shall have paid all reasonable and invoiced Lender expenses (including all reasonable attorneys' fees and reasonable expenses) incurred through the date of this Amendment for the documentation and negotiation of this Amendment.

5. RELEASE. In consideration of the agreements of Agent and each Lender contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, on behalf of itself and its successors, assigns, and other legal representatives, hereby fully, absolutely, unconditionally and irrevocably releases, remises and forever discharges Agent and each Lender, and its successors and assigns, and its present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (Agent, Lenders and all such other persons being hereinafter referred to collectively as the "Releasees" and individually as a "Releasee"), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever of every name and nature, known or unknown, suspected or unsuspected, both at law and in equity, which Borrower, or any of its successors, assigns, or other legal representatives may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the day and date of this Amendment, for or on account of, or in relation to, or in any way in connection with the Loan Agreement, or any of the other Loan Documents or transactions thereunder or related thereto. Borrower understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release. Borrower agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the release set forth above.

6. COUNTERPARTS. This Amendment may be signed in any number of counterparts, and by different parties hereto in separate counterparts, with the same effect as if the signatures to each such counterpart were upon a single instrument. All counterparts shall be deemed an original of this Amendment. This Amendment may be executed by facsimile, portable document format (.pdf) or similar technology signature, and such signature shall constitute an original for all purposes.

7. INCORPORATION BY REFERENCE. The provisions of Section 11 of the Loan Agreement shall be deemed incorporated herein by reference, *mutatis mutandis*.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly authorized and caused this Amendment to be executed as of the date first written above.

BORROWER:

VERASTEM, INC.

Signature: /s/ Julie B. Feder

Print Name: Julie Feder

Title: Chief Financial Officer

AGENT:

HERCULES CAPITAL, INC.

Signature: /s/ Jennifer Choe

Print Name: Jennifer Choe

Title: Assistant General Counsel

LENDER:

HERCULES CAPITAL, INC.,

Signature: /s/ Jennifer Choe

Print Name: Jennifer Choe

Title: Assistant General Counsel

HERCULES FUNDING II, LLC

Signature: /s/ Jennifer Choe

Print Name: Jennifer Choe

Title: Assistant General Counsel

Schedule 1

SCHEDULE 1.1

COMMITMENTS

LENDER	TRANCHE	TERM LOAN COMMITMENT	
Hercules Funding II, LLC	Term Loan A	\$	2,500,000
Hercules Funding II, LLC	Term Loan B	\$	2,500,000
Hercules Funding II, LLC	Term Loan C	\$	5,000,000
Hercules Capital, Inc.	Term Loan D	\$	5,000,000
Hercules Capital, Inc.	Term Loan E	\$	10,000,000
Hercules Capital, Inc.	Term Loan F	\$	25,000,000
TOTAL COMMITMENTS		\$	50,000,000



Verastem Announces Increased Hercules Debt Facility

Increases Borrowing Limit to \$50 Million Over the Next 15 Months, Through Potential Approval and Commercial Launch of Duvelisib

BOSTON, MA — January 4, 2018 — Verastem, Inc. (Nasdaq: VSTM), focused on discovering and developing drugs to improve the survival and quality of life of cancer patients, today announced its entry into an amendment to its Loan and Security Agreement with Hercules Capital, Inc., increasing its existing borrowing limit under the loan facility from \$25 million to up to \$50 million in financing. The increased loan facility proceeds will be available for Verastem's ongoing development programs, including regulatory and commercialization activities for duvelisib, and for general corporate purposes.

Verastem has received the first \$15 million of financing under the original Loan and Security Agreement. Additional tranches of up to \$35 million in aggregate will be available to Verastem to drawdown subject to certain conditions, including the U.S. Food and Drug Administration's (FDA) acceptance of Verastem's New Drug Application (NDA) for duvelisib. The additional funds available under the facility will only accrue interest and principal repayments upon drawdown by Verastem.

"We are delighted to have the support and confidence of Hercules, a premier partner known for its strategic investments in promising healthcare companies and products," said Julie Feder, Chief Financial Officer of Verastem. "The availability of this increased credit facility provides important flexibility in our long-term financing plan as Verastem transitions into a commercial-stage business. We believe duvelisib has the potential to offer an appealing new oral treatment alternative to patients with relapsed or refractory chronic lymphocytic leukemia (CLL)/small lymphocytic lymphoma (SLL) and relapsed or refractory follicular lymphoma (FL). We remain on track to submit an NDA to the FDA during the first quarter of 2018."

About Duvelisib

Duvelisib is an investigational, dual inhibitor of phosphoinositide 3-kinase (PI3K)-delta and PI3K-gamma, two enzymes known to help support the growth and survival of malignant B-cells and T-cells. PI3K signaling may lead to the proliferation of malignant B-cells and is thought to play a role in the formation and maintenance of the supportive tumor microenvironment.(1),(2),(3) Duvelisib is currently being evaluated in late- and mid-stage clinical trials, including DUO™, a randomized, Phase 3 monotherapy study in patients with relapsed or refractory CLL/SLL,(4) and DYNAMO™, a single-arm, Phase 2 monotherapy study in patients with refractory iNHL that achieved its primary endpoint of ORR.(5) Duvelisib is also being evaluated for the treatment of other hematologic malignancies, including T-cell lymphoma, through investigator-sponsored studies.(6) Information about duvelisib clinical trials can be found on www.clinicaltrials.gov.

About Verastem, Inc.

Verastem, Inc. (Nasdaq:VSTM) is a biopharmaceutical company focused on discovering and developing drugs to improve outcomes for patients with cancer. Verastem is currently developing duvelisib, a dual inhibitor of PI3K-delta and PI3K-gamma, which has successfully met the primary endpoints in both a Phase 2 study in double-refractory iNHL and a Phase 3 clinical trial in patients with relapsed/refractory CLL/SLL. In addition,

Verastem is developing the FAK inhibitor, defactinib, which is currently being evaluated in three separate clinical collaborations in combination with immunotherapeutic agents for the treatment of several different cancer types, including pancreatic, ovarian, non-small cell lung cancer, and mesothelioma. Verastem's product candidates seek to treat cancer by modulating the local tumor microenvironment, enhancing anti-tumor immunity and reducing cancer stem cells. For more information, please visit www.verastem.com.

Verastem, Inc. forward-looking statements notice:

This press release includes forward-looking statements about Verastem's strategy, future plans and prospects, including statements regarding the development and activity of Verastem's investigational product candidates, including duvelisib and defactinib, and Verastem's PI3K and FAK programs generally, the structure of our planned and pending clinical trials and the timeline and indications for clinical development and regulatory submissions. The words "anticipate," "believe," "estimate," "expect," "intend," "may," "plan," "predict," "project," "target," "potential," "will," "would," "could," "should," "continue," and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words. Each forward-looking statement is subject to risks and uncertainties that could cause actual results to differ materially from those expressed or implied in such statement. Applicable risks and uncertainties include the risks that the preclinical testing of Verastem's product candidates and preliminary or interim data from clinical trials may not be predictive of the results or success of ongoing or later clinical trials; that the full data from the DUO study will not be consistent with the previously presented results of the study; that data may not be available when expected, including for the Phase 3 DUO™ study; that even if data from clinical trials is positive, regulatory authorities may require additional studies for approval and the product may not prove to be safe and effective; that the degree of market acceptance of product candidates, if approved, may be lower than expected; that the timing, scope and rate of reimbursement for our product candidates is uncertain; that there may be competitive developments affecting our product candidates; that data may not be available when expected; that enrollment of clinical trials may take longer than expected; that our product candidates will cause unexpected safety events or result in an unmanageable safety profile as compared to their level of efficacy; that duvelisib will be ineffective at treating patients with lymphoid malignancies; that Verastem will be unable to successfully initiate or complete the clinical development of its product candidates; that the development of Verastem's product candidates will take longer or cost more than planned; that Verastem may not have sufficient cash to fund its contemplated operations; that Verastem or Infinity Pharmaceuticals, Inc. will fail to fully perform under the duvelisib license agreement; that Verastem may be unable to make additional draws under its debt facility or obtain adequate financing in the future through product licensing, co-promotional arrangements, public or private equity, debt financing or otherwise; that Verastem will not pursue or submit regulatory filings for its product candidates, including for duvelisib in patients with CLL or iNHL; and that Verastem's product candidates will not receive regulatory approval, become commercially successful products, or result in new treatment options being offered to patients. Other risks and uncertainties include those identified under the heading "Risk Factors" in Verastem's Annual Report on Form 10-K for the year ended December 31, 2016 and in any subsequent filings with the U.S. Securities and Exchange Commission. The forward-looking statements contained in this press release reflect Verastem's views as of the date of this release, and Verastem does not undertake and specifically disclaims any obligation to update any forward-looking statements.

CONTACTS:**Verastem, Inc.**

Marianne Lambertson
Vice President, Corporate Communications
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References

- (1) Winkler et al. PI3K-delta and PI3K-gamma inhibition by IPI-145 abrogates immune responses and suppresses activity in autoimmune and inflammatory disease models. *Chem Biol* 2013; 20:1-11.
- (2) Reif et al. Cutting Edge: Differential roles for phosphoinositide 3 kinases, p110-gamma and p110-delta, in lymphocyte chemotaxis and homing. *J Immunol* 2004;173:2236-2240.
- (3) Schmid et al. Receptor tyrosine kinases and TLR/IL1Rs unexpectedly activate myeloid cell PI3K, a single convergent point promoting tumor inflammation and progression. *Cancer Cell* 2011;19:715-727.
- (4) www.clinicaltrials.gov, NCT02004522
- (5) www.clinicaltrials.gov, NCT01882803
- (6) www.clinicaltrials.gov, NCT02783625, NCT02158091