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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 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): December 1, 2017**

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**Karyopharm Therapeutics Inc.**

(Exact Name of Registrant as Specified in Charter)

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**Delaware**  
(State or Other Jurisdiction of  
Incorporation)

**001-36167**  
(Commission  
File Number)

**26-3931704**  
(IRS Employer  
Identification No.)

**85 Wells Avenue, 2nd Floor**  
**Newton, Massachusetts**  
(Address of Principal Executive Offices)

**02459**  
(Zip Code)

**Registrant's telephone number, including area code: (617) 658-0600**

(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:

- 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.

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

On December 1, 2017, Karyopharm Therapeutics Inc. (the “Company”) entered into Amendment No. 2 (the “Amendment”) to Controlled Equity Offering<sup>SM</sup> Sales Agreement, dated December 7, 2015, as amended by Amendment No. 1 dated as of November 7, 2016 (the “Sales Agreement”), with Cantor Fitzgerald & Co., as agent (“Cantor Fitzgerald”), pursuant to which the Company may issue and sell shares of its common stock, \$0.0001 par value per share, having an additional aggregate offering price of up to \$75,000,000 (the “Shares”) on or after December 1, 2017 through Cantor Fitzgerald (the “Offering”). Also, on December 1, 2017, the Company is filing a prospectus supplement with the Securities and Exchange Commission in connection with the Offering (the “Prospectus Supplement”) under its existing shelf registration statement, which became effective on December 1, 2016 (File No 333-214489).

Upon delivery of a placement notice and subject to the terms and conditions of the Sales Agreement, as amended, Cantor Fitzgerald may sell the Shares by methods deemed to be an “at the market offering” as defined in Rule 415(a)(4) promulgated under the Securities Act of 1933, as amended (the “Securities Act”). The Company may sell the Shares in amounts and at times to be determined by the Company from time to time subject to the terms and conditions of the Sales Agreement, as amended, but it has no obligation to sell any of the Shares in the Offering.

The Company or Cantor Fitzgerald may suspend or terminate the offering of Shares upon notice to the other party and subject to other conditions. Cantor Fitzgerald will act as sales agent on a commercially reasonable efforts basis consistent with its normal trading and sales practices and applicable state and federal law, rules and regulations and the rules of Nasdaq.

The Company has agreed to pay Cantor Fitzgerald commissions for its services in acting as agent in the sale of the Shares in the amount of up to 3.0% of gross proceeds from the sale of the Shares pursuant to the Sales Agreement, as amended. The Company has also agreed to provide Cantor Fitzgerald with customary indemnification and contribution rights.

The foregoing description of the material terms of the Sales Agreement, as amended by the Amendment, is qualified in its entirety by reference to the full texts of each of the Sales Agreement, a copy of which was filed as Exhibit 1.1 to the Company’s Current Report on Form 8-K filed with the Securities and Exchange Commission on December 8, 2015 and is incorporated herein by reference; Amendment No. 1 to the Sales Agreement dated as of November 7, 2016, a copy of which was filed as Exhibit 10.1 to the Company’s Current Report on Form 8-K filed with the Securities and Exchange Commission on November 8, 2016 and is incorporated herein by reference; and the Amendment, which is attached as Exhibit 10.1 hereto and is incorporated herein by reference.

Wilmer Cutler Pickering Hale and Dorr LLP, counsel to the Company, has issued a legal opinion relating to the Shares. A copy of such legal opinion, including the consent included therein, is attached as Exhibit 5.1 hereto.

The Shares are registered pursuant to an effective shelf Registration Statement on Form S-3 (File No. 333-214489) and offerings for the Shares will be made only by means of the Prospectus Supplement. This Current Report on Form 8-K shall not constitute an offer to sell or solicitation of an offer to buy these securities, nor shall there be any sale of these securities in any state in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities law of such state or jurisdiction.

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

(d) Exhibits

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<b><u>Exhibit Number</u></b>	<b><u>Description of Exhibit</u></b>
5.1	<a href="#"><u>Opinion of Wilmer Cutler Pickering Hale and Dorr LLP, dated December 1, 2017.</u></a>
10.1	<a href="#"><u>Amendment No. 2 to Controlled Equity Offering<sup>SM</sup> Sales Agreement, dated December 7, 2015, as amended on November 7, 2016, by and between the Company and Cantor Fitzgerald &amp; Co., dated December 1, 2017.</u></a>
10.2	<a href="#"><u>Controlled Equity Offering<sup>SM</sup> Sales Agreement, dated December 7, 2015, by and between the Company and Cantor Fitzgerald &amp; Co. (incorporated by reference to Exhibit 1.1 to the Company's Current Report on Form 8-K (File No. 001-36167), filed December 8, 2015).</u></a>
10.3	<a href="#"><u>Amendment No. 1 to Controlled Equity Offering<sup>SM</sup> Sales Agreement, dated December 7, 2015, by and between the Company and Cantor Fitzgerald &amp; Co., dated November 7, 2016 (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K (File No. 001-36167), filed November 8, 2016).</u></a>
23.1	<a href="#"><u>Consent of Wilmer Cutler Pickering Hale and Dorr LLP (contained in Exhibit 5.1 above).</u></a>

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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.

KARYOPHARM THERAPEUTICS INC.

Date: December 1, 2017

By: /s/ Christopher B. Primiano

Christopher B. Primiano  
Senior Vice President, Operations, Business  
Development, General Counsel and Secretary

WILMERHALE

+1 617 526 6000(t)  
+1 617 526 5000(f)  
wilmerhale.com

December 1, 2017

Karyopharm Therapeutics Inc.  
85 Wells Avenue, 2nd Floor  
Newton, MA 02459

Re: Prospectus Supplement to Registration Statement on Form S-3

Ladies and Gentlemen:

This opinion is being furnished to you in connection with (i) the Registration Statement on Form S-3 (File No. 333-214489) (the "Registration Statement") filed by Karyopharm Therapeutics Inc., a Delaware corporation (the "Company"), with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), for the registration of, among other things, shares of Common Stock, \$0.0001 par value per share, of the Company, which may be issued from time to time on a delayed or continuous basis pursuant to Rule 415 under the Securities Act at an aggregate initial offering price not to exceed \$200,000,000, as set forth in the Registration Statement and the prospectus contained therein (the "Base Prospectus") and (ii) the prospectus supplement, dated December 1, 2017 (the "Prospectus Supplement" and, together with the Base Prospectus, the "Prospectus") relating to the issuance and sale from time to time by the Company of shares of Common Stock with an aggregate offering price of up to \$75,000,000 (the "Shares").

The Shares are to be issued and sold by the Company pursuant to the Controlled Equity Offering<sup>SM</sup> Sales Agreement, dated December 7, 2015, as amended by Amendment No. 1 dated as of November 7, 2016 and Amendment No. 2 dated as of December 1, 2017 (as amended, the "Sales Agreement"), between the Company and Cantor Fitzgerald & Co. We are acting as counsel for the Company in connection with the issue and sale by the Company of the Shares. We have examined copies of the Registration Statement and the Prospectus as filed with the Commission. We have also examined and relied upon the Sales Agreement, minutes of meetings of the stockholders and the Board of Directors of the Company, including committees thereof as provided to us by the Company, stock record books of the Company as provided to us by the Company, the Certificate of Incorporation and By-laws of the Company, each as restated and/or amended to date, and such other documents as we have deemed necessary for purposes of rendering the opinions hereinafter set forth.

In our examination of the foregoing documents, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as copies, the authenticity of the originals of such latter documents and the legal competence of all signatories to such documents. Further, we have assumed that the Company will not issue and sell pursuant to the Sales Agreement such number of Shares that would cause the Company not to satisfy the eligibility requirements for Form S-3 (including Instruction I.B.6. thereof).

Wilmer Cutler Pickering Hale and Dorr LLP, 60 State Street, Boston, Massachusetts 02109  
Beijing Berlin Boston Brussels Denver Frankfurt London Los Angeles New York Oxford Palo Alto Washington

We express no opinion herein as to the laws of any state or jurisdiction other than the General Corporation Law of the State of Delaware and the federal laws of the United States of America.

Based upon and subject to the foregoing, we are of the opinion that the Shares have been duly authorized for issuance and, when the Shares are issued and paid for in accordance with the terms and conditions of the Sales Agreement, the Shares will be validly issued, fully paid and nonassessable.

Please note that we are opining only as to the matters expressly set forth herein, and no opinion should be inferred as to any other matters. This opinion is based upon currently existing statutes, rules, regulations and judicial decisions, and we disclaim any obligation to advise you of any change in any of these sources of law or subsequent legal or factual developments which might affect any matters or opinions set forth herein.

We hereby consent to the filing of this opinion with the Commission in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act as an exhibit to the Current Report on Form 8-K to be filed by the Company on the date hereof in connection with the issuance and sale of the Shares and to the use of our name therein and in the related Prospectus Supplement under the caption "Legal Matters." In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

WILMER CUTLER PICKERING  
HALE AND DORR LLP

By: /s/ Jason L. Kropp  
Jason L. Kropp, Partner

**KARYOPHARM THERAPEUTICS INC.  
CONTROLLED EQUITY OFFERINGS<sup>SM</sup>**

**AMENDMENT NO. 2 TO  
SALES AGREEMENT**

December 1, 2017

Cantor Fitzgerald & Co.  
499 Park Avenue  
New York, NY 10022

Ladies and Gentlemen:

Reference is made to the Sales Agreement, dated December 7, 2015, including the Schedules thereto, as amended on November 7, 2016 (the "Sales Agreement"), between Cantor Fitzgerald & Co. ("CF&Co") and Karyopharm Therapeutics Inc., a Delaware corporation (the "Company"), pursuant to which the Company agreed to sell through CF&Co, as sales agent, shares of common stock, par value \$0.0001 per share, of the Company. All capitalized terms used in this Amendment No. 2 to Sales Agreement between CF&Co and the Company (this "Amendment") and not otherwise defined herein shall have the respective meanings assigned to such terms in the Sales Agreement. CF&Co and the Company agree as follows:

A. Amendments to Sales Agreement. The Sales Agreement is amended as follows:

1. The first paragraph of Section 1 of the Sales Agreement is hereby amended and restated as follows:

The Company agrees that, from time to time on or after December 1, 2017 and during the term of this Agreement, on the terms and subject to the conditions set forth herein, it may issue and sell through the Agent, shares of common stock (the "Placement Shares") of the Company, par value \$0.0001 per share (the "Common Stock"), having an aggregate offering price of up to \$75,000,000; *provided, however*, that in no event shall the Company issue or sell through the Agent such number or dollar amount of Placement Shares that would (a) exceed the number or dollar amount of shares of Common Stock registered on the effective Registration Statement (defined below) pursuant to which the offering is being made, (b) exceed the number of authorized but unissued shares of Common Stock (less shares of Common Stock issuable upon exercise, conversion or exchange of any outstanding securities of the Company or otherwise reserved from the Company's authorized capital stock), (c) exceed the number or dollar amount of shares of Common Stock permitted to be sold under Form S-3 (including General Instruction I.B.6 thereof, if applicable) or (d) exceed the number or dollar amount of shares of Common Stock for which the Company has filed a Prospectus Supplement (defined below) (the lesser of (a), (b), (c) and (d), the "Maximum Amount"). Such amount of Placement Shares available for offer and sale are in addition to any offers and sales of Placement Shares that have been made prior to the date hereof or may be made on or after the date hereof under the Prospectus Supplements filed by the Company on November 8, 2016, May 19, 2016 and December 8, 2015. Notwithstanding anything to the contrary contained herein, the parties hereto agree that

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compliance with the limitations set forth in this Section 1 on the amount of Placement Shares issued and sold under this Agreement shall be the sole responsibility of the Company and that Agent shall have no obligation in connection with such compliance. The issuance and sale of Placement Shares through the Agent will be effected pursuant to the Registration Statement (File No. 333-214489) filed by the Company which registration statement was declared effective by the Securities and Exchange Commission (the "Commission") on December 1, 2016 or the Registration Statement (File No. 333-201336) filed by the Company which registration statement initially became effective upon filing with the Commission on January 5, 2015, although nothing in this Agreement shall be construed as requiring the Company to use either Registration Statement to issue Common Stock.

2. Schedule 1 is amended by adding “, as further amended on December 1, 2017” immediately after “November 7, 2016”.

B. Prospectus Supplement. The Company shall file a Prospectus Supplement pursuant to Rule 424(b) of the Securities Act reflecting this Amendment within two Business Days of the date hereof.

C. No Other Amendments. Except as set forth in Part A above, all the terms and provisions of the Sales Agreement shall continue in full force and effect.

D. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed Amendment by one party to the other may be made by facsimile or email transmission.

E. Governing Law. This Amendment shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to the principles of conflicts of laws.

**[Remainder of page intentionally left blank.]**

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If the foregoing correctly sets forth the understanding between us, please so indicate in the space provided below for that purpose.

Very truly yours,

**KARYOPHARM THERAPEUTICS INC.**

By: /s/ Michael Falvey

Name: Michael Falvey  
Title: Executive Vice President, Chief  
Financial Officer & Treasurer

ACCEPTED as of the date first above written:

**CANTOR FITZGERALD & CO.**

By: /s/ Jeffrey Lumby

Name: Jeffrey Lumby  
Title: Senior Managing Director