

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 12, 2024

INCYTE CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction of
Incorporation)

001-12400
(Commission File Number)

94-3136539
(I.R.S. Employer
Identification No.)

1801 Augustine Cut-Off
Wilmington, DE
(Address of principal executive offices)

19803
(Zip Code)

(302) 498-6700
(Registrant's telephone number,
including area code)

N/A
(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 obligations 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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading symbol(s)	Name of each exchange on which registered
Common Stock, \$.001 par value per share	INCY	The Nasdaq Stock Market LLC

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 May 12, 2024, Incyte Corporation (the “Company”) entered into a stock purchase agreement (the “Purchase Agreement”) with Julian C. Baker, a member of the Company’s board of directors, Felix J. Baker, and entities affiliated with Julian C. and Felix J. Baker, including funds advised by Baker Bros. Advisors LP (collectively, the “Baker Entities”). The Baker Entities, in the aggregate, own 36,833,933 shares of the Company’s common stock, representing in the aggregate beneficial ownership of approximately 16.4% of the Company’s issued and outstanding shares as of May 9, 2024. Under the Purchase Agreement, the Baker Entities have severally agreed not to tender or sell any shares in a \$1.672 billion modified “Dutch auction” tender offer the Company will commence today, May 13, 2024 (the “Offer”) and instead have agreed to sell to the Company, following completion of the Offer, a pro rata number of shares based on the number of shares that the Company purchase in the Offer such that the Baker Entities’ aggregate percentage ownership in the Company will be substantially equal to the Baker Entities’ current levels (the “Baker Entities Purchase”). Specifically, the Baker Entities will sell to the Company a number of shares equal to the total number of shares held by the Baker Entities as of May 9, 2024, multiplied by the quotient of the total number of shares acquired by the Company in the Offer and the total number of the Company’s outstanding shares as of May 9, 2024, exclusive of shares held by the Baker Entities, at a purchase price per share equal to the purchase price paid by the Company in the Offer. The Purchase Agreement also provides that the Company shall not reduce the price range or aggregate consideration to be paid in the Offer without the Baker Entities’ prior written consent. The Purchase Agreement was approved by the Audit and Finance Committee of the Company’s Board of Directors. The Baker Entities Purchase is expected to occur on the 11th business day following the expiration time of the Offer. The closing of the Baker Entities Purchase is subject to the completion of the Offer and other customary conditions set forth in the Purchase Agreement. Assuming that the Offer is fully subscribed, the aggregate purchase price for the shares purchased pursuant to the Purchase Agreement is anticipated to be approximately \$328.0 million.

The foregoing description of the Purchase Agreement is a summary, does not purport to be complete, and is qualified in its entirety by reference to the full text of the Purchase Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

On May 13, 2024, the Company issued a press release announcing the commencement of the Offer and the Baker Entities Purchase. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits.**(d) Exhibits**

[10.1 Stock Purchase Agreement, dated as of May 12, 2024, between the Company and the persons listed in Schedule I thereto.](#)

[99.1 Press release issued by the Company on May 13, 2024.](#)

104 Cover Page Interactive Data File (embedded within the Inline XBRL document).

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.

Dated: May 13, 2024

INCYTE CORPORATION

By: _____ */s/ Sheila A. Denton*
Sheila A. Denton
Executive Vice President and General Counsel

STOCK PURCHASE AGREEMENT

STOCK PURCHASE AGREEMENT (the "Agreement"), dated as of May 12, 2024, by and between INCYTE CORPORATION, a Delaware corporation (the "Company") and the persons listed on Schedule I hereto (collectively, the "Seller Affiliates").

R E C I T A L S

WHEREAS, the Company intends, but has not made any public announcement of such intention, to conduct a public modified Dutch auction self-tender offer for up to \$1.672 billion in consideration (the "Total Consideration") of shares of its common stock, \$.001 par value ("Common Stock"), at prices ranging from \$52.00 to \$60.00 per share (the "Price Range"), subject to the other terms and conditions thereof which shall be determined by the Company's Board of Directors (or a designated committee thereof) (the "Board of Directors" and such offer, as it may be adopted or amended from time to time, the "Tender Offer");

WHEREAS, as of the date hereof, the Seller Affiliates own in the aggregate, 36,833,933 shares of the Common Stock, representing in the aggregate ownership of approximately 16.4% of the issued and outstanding shares of Common Stock as of May 9, 2024;

WHEREAS, upon the request of the Company, in order to maximize liquidity for other stockholders, not impact the purchase price received by stockholders participating in the Tender Offer and provide full transparency and certainty regarding the Seller Affiliates' participation in the Company's stock repurchase program, each Seller Affiliate has determined not to exercise such Seller Affiliate's respective right to tender any of such Seller Affiliate's shares of Common Stock pursuant to the Tender Offer; and

WHEREAS, the Company wishes to purchase from the Seller Affiliates jointly and severally, and the Seller Affiliates jointly and severally wish to sell to the Company, the Shares (as hereinafter defined), on the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller Affiliates hereby jointly and severally agree with the Company and the Company agrees with each Seller Affiliate as follows:

SECTION 1
PURCHASE AND SALE OF THE SHARES; THE CLOSING

1.1 Purchase and Sale of Common Stock. Subject to the completion of the Tender Offer and the other terms and conditions of this Agreement, and on the basis of the representations, warranties and covenants set forth herein, the Seller Affiliates jointly and severally agree to sell to the Company and the Company agrees to purchase from the Seller Affiliates such aggregate number of shares (with respect to each Seller Affiliate, “such Seller Affiliate’s Shares” and the aggregate of such Seller Affiliate’s Shares for all Seller Affiliates, the “Shares”) of Common Stock (rounded to the nearest whole number of shares) equal to such Seller Affiliate’s percentage participation (“Percentage Participation”) as set forth on Schedule I hereto, multiplied by the product of (i) 36,833,933 and (ii) a fraction, the numerator of which is the aggregate number of shares of Common Stock purchased by the Company in the Tender Offer and the denominator of which is 188,020,620 (representing the outstanding shares of Common Stock owned by all stockholders of the Company other than the Seller Affiliates as of May 9, 2024).

1.2 Purchase Price. The per share purchase price (“Per Share Purchase Price”) for the Shares shall be equal to the price per share paid by the Company for the shares of Common Stock tendered by the holders of Common Stock in the Tender Offer. The purchase price (“Purchase Price”) for each Seller Affiliate, as applicable, shall equal the Per Share Purchase Price specified in the preceding sentence multiplied by the number of such Seller Affiliate’s Shares purchased by the Company from each such Seller Affiliate pursuant to Section 1.1 of this Agreement.

1.3 The Closing. Subject to the terms and conditions hereof, the purchase and sale of the Shares contemplated by this Agreement (the “Closing”) will take place at the offices of Pillsbury Winthrop Shaw Pittman LLP, 31 W. 52nd Street, New York, New York 10019 at 10:00 a.m., New York City time on the eleventh business day following the expiration date of the Tender Offer, or at such other later date or place as the parties shall mutually agree. At the Closing, (a) each Seller Affiliate, as applicable, will deliver to the Company the number of such Seller Affiliate’s Shares to be purchased by the Company (such delivery to be made in such form as reasonably determined by the Company as necessary to effect the transfer of such Shares), and (b) the Company shall deliver the applicable Purchase Price to each Seller Affiliate, as applicable, by wire transfer of immediately available funds to one or more accounts specified by each respective Seller Affiliate, as applicable, at least one business day prior to the Closing.

SECTION 2
REPRESENTATIONS AND WARRANTIES OF SELLER AFFILIATES

In order to induce the Company to enter into this Agreement, each Seller Affiliate, severally and not jointly, hereby represents and warrants to the Company as follows:

2.1 Ownership of Shares. As of the date of this Agreement, such Seller Affiliate owns the number of shares of Common Stock set forth opposite such Seller Affiliate's name on Schedule I hereto. At the Closing, such Seller Affiliate shall own the number of such Seller Affiliate's Shares to be sold, as applicable, to the Company by such Seller Affiliate and such Seller Affiliate's Shares, when delivered by such Seller Affiliate to the Company, shall be free and clear of any liens, claims or encumbrances, including rights of first refusal and similar claims, except for restrictions of applicable state and federal securities laws. There are no restrictions on the transfer of such Seller Affiliate's Shares to be sold to the Company by such Seller Affiliate imposed by any stockholder or similar agreement or any law, regulation or order, other than applicable state and federal securities laws.

2.2 Authorization. Such Seller Affiliate has full right, power and authority to execute, deliver and perform this Agreement and to sell, assign and deliver such Seller Affiliate's Shares to be sold by such Seller Affiliate to the Company. This Agreement is the legal, valid and, assuming due execution and delivery by the Company, binding obligation of such Seller Affiliate, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws, now or hereafter in effect, relating to or affecting the rights of creditors or creditors' rights generally or by general principles of equity (regardless of whether such enforcement is considered in a proceeding at law or in equity).

2.3 No Violation; No Consent. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby by such Seller Affiliate(a) will not constitute a breach or violation of or default under any judgment, decree or order or any agreement or instrument of such Seller Affiliate, or to which such Seller Affiliate is subject, (b) will not result in the creation or imposition of any lien upon the Shares to be sold by such Seller Affiliate, and (c) will not require the consent of or notice to any governmental entity or any party to any contract, agreement or arrangement with such Seller Affiliate.

2.4 U.S. Persons. Such Seller Affiliate is a U.S. person for U.S. federal income tax purposes.

SECTION 3
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

In order to induce the Seller Affiliates to enter into this Agreement, the Company hereby represents and warrants as follows:

3.1 Organization and Corporate Power; Authorization. The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware. The Company has the requisite power and authority to execute, deliver and perform this Agreement and to acquire the Shares. As of the Closing, the Company will have sufficient capital to purchase the Shares hereunder. The execution, delivery and performance of this Agreement and the consummation by the Company of the transactions contemplated hereby have been approved by the Audit and Finance Committee of the Company's Board of Directors and have been otherwise duly authorized by all requisite action on the part of the Company. This Agreement and any other agreements, instruments, or documents entered into by the Company pursuant to this Agreement have been duly executed and delivered by the Company and are the legal, valid and, assuming due execution by the other parties hereto, binding obligations of the Company, enforceable against the Company in accordance with their terms except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws, now or hereafter in effect, relating to or affecting the rights of creditors or creditors' rights generally or by general principles of equity (regardless of whether such enforcement is considered in a proceeding at law or in equity).

3.2 Capital Stock. The authorized capital stock of the Company consists of (a) 400,000,000 shares of Common Stock, of which 224,854,553 shares were issued and outstanding as of May 9, 2024 and (b) 5,000,000 shares of Preferred Stock, \$.001 par value, none of which were issued or outstanding as of May 9, 2024.

3.3 No Violation; No Consent. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby by the Company (a) will not constitute a breach or violation of or default under any judgment, decree or order or any agreement or instrument of the Company or to which the Company is subject, and (b) will not require the consent of or notice to any governmental entity or any party to any contract, agreement or arrangement with the Company.

SECTION 4 CONDITIONS TO THE COMPANY'S OBLIGATIONS

The obligations of the Company under Section 1 to purchase the Shares at the Closing from each Seller Affiliate, as applicable, are subject to the fulfillment as of the Closing of each of the following conditions unless waived by the Company in accordance with Section 8.9:

4.1 Representations and Warranties. The representations and warranties of such Seller Affiliate contained in Section 2 shall be true and correct in all material respects on and as of the date of the Closing with the same effect as though such representations and warranties had been made on and as of the date of the Closing.

4.2 Performance. Such Seller Affiliate shall have performed and complied in all material respects with all agreements, obligations, and conditions contained in this Agreement that are required to be performed or complied with by it on or before the date of the Closing.

4.3 Tender Offer. The expiration of the Tender Offer shall have occurred and the Company shall have purchased shares of Common Stock pursuant thereto in accordance with the terms thereof.

4.4 Delivery of Shares. Such Seller Affiliate shall have delivered all of such Seller Affiliate's Shares to be sold by such Seller Affiliate at the Closing, free and clear of any liens, claims or encumbrances, along with all documents or other instruments necessary for a valid transfer.

4.5 Further Assurances. No governmental authority shall have advised or notified the Company that the consummation of the transactions contemplated hereunder would constitute a material violation of any applicable laws or regulations, which notification or advice shall not have been withdrawn after the exhaustion of the Company's good faith efforts to cause such withdrawal.

SECTION 5
CONDITIONS TO SELLER AFFILIATES' OBLIGATIONS

The obligations of each Seller Affiliate under Section 1 to sell such Seller Affiliate's Shares at the Closing are subject to the fulfillment as of the Closing of each of the following conditions unless waived by such Seller Affiliate in accordance with Section 8.9:

5.1 Representations and Warranties. The representations and warranties of the Company contained in Section 3 shall be true and correct in all material respects as of the date of the Closing with the same effect as though such representations and warranties had been made on and as of the date of the Closing.

5.2 Performance. The Company shall have performed and complied in all material respects with all agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by it on or before the date of the Closing.

5.3 Tender Offer. (a) The expiration of the Tender Offer shall have occurred and (b) the Company shall have purchased shares of Common Stock pursuant thereto in accordance with the terms thereof.

5.4 Further Assurances. No governmental authority shall have advised or notified such Seller Affiliate that the consummation of the transactions contemplated hereunder would constitute a material violation of any applicable laws or regulations, which notification or advice shall not have been withdrawn after the exhaustion of such Seller Affiliate's good faith efforts to cause such withdrawal.

SECTION 6
COVENANTS

6.1 No Purchase of Class A Common Stock. Until eleven business days following the expiration date of the Tender Offer, each Seller Affiliate agrees that such Seller Affiliate and its respective affiliates will not, directly or indirectly, purchase any shares of Class A Common Stock.

6.2 No Sale of Common Stock. Each Seller Affiliate agrees that such Seller Affiliate and its respective affiliates will not, directly or indirectly, tender any shares of Common Stock in the Tender Offer, or, from the date hereof until the first trading day after the Company publicly announces the final results of the Tender Offer, sell any shares of Common Stock.

6.3 Tender Offer; Final Results. The Company shall not reduce the Price Range or the Total Consideration in the Tender Offer without the prior written consent of the Seller Affiliates.

6.4 Closing Conditions. Each Seller Affiliate and the Company shall use their commercially reasonable efforts to ensure that each of the conditions to Closing is satisfied.

6.5 Withholding. The Purchase Price shall be paid to each Seller Affiliate, as applicable, subject to any and all U.S. federal, state, local or foreign income, backup withholding or withholding taxes unless such Seller Affiliate provides a properly completed and executed Internal Revenue Service Form W-9 that certifies the Seller Affiliate's U.S. person status and taxpayer identification number.

SECTION 7
SURVIVAL OF REPRESENTATIONS AND WARRANTIES; LIMITATION ON LIABILITY

7.1 Survival. All representations and warranties hereunder shall survive the Closing except that the representations and warranties in Sections 2.3 and 3.3 shall only survive the Closing until the second anniversary of the Closing.

7.2 Limitation on Liability. Notwithstanding the foregoing, in no event shall any Seller Affiliate's liability for breach of the representations, warranties and covenants exceed the Purchase Price to be paid by the Company to such Seller Affiliate. No Seller Affiliate shall have any liability hereunder for the breach of the representations, warranties and covenants of any other Seller Affiliate hereunder.

SECTION 8
MISCELLANEOUS

8.1 Adjustments. Wherever a particular number is specified herein, including, without limitation, number of shares or price per share, such number shall be adjusted to reflect any stock dividends, stock-splits, reverse stock-splits, combinations or other reclassifications of stock or any similar transactions and appropriate adjustments shall be made with respect to the relevant provisions of this Agreement so as to fairly and equitably preserve, as far as practicable, the original rights and obligations of the Company and the Seller Affiliates under this Agreement.

8.2 Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

8.3 Entire Agreement; Amendment. This Agreement contains all the terms agreed upon among the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements and communications, whether oral or written with respect to such subject matter. Neither this Agreement nor any provision hereof may be amended, changed or waived other than by a written instrument signed by the party against who enforcement of any such amendment, change or waiver is sought.

8.4 Cooperation. The Company and the Seller Affiliates shall, from and after the date hereof, cooperate in a reasonable manner to effect the purposes of this Agreement.

8.5 Termination. The Company or the Seller Affiliates may terminate this Agreement if (a) the Tender Offer is not commenced by May 27, 2024, (b) the Tender Offer is terminated without the purchase of any shares of Common Stock or (c) if the Tender Offer is not consummated by August 12, 2024; provided that the Company may not terminate this Agreement under this clause (c) unless the Tender Offer is terminated. Upon termination of this Agreement pursuant to this Section 8.5, none of the parties hereto shall have any liability hereunder except for breaches of such party's representations, warranties or covenants occurring prior to the date of such termination.

8.6 Notices. All notices and all other communications hereunder shall be in writing and shall be deemed given if delivered personally or sent by registered or certified mail, postage prepaid (return receipt requested), or sent by a nationally recognized overnight courier (receipt of which is confirmed) to a party at the following addresses (or at such other address for a party as shall be specified by like notice):

If to the Seller Affiliates:

Baker Brothers Life Sciences, L.P.
667, L.P.
Felix J. Baker
Julian C. Baker
FBB2, LLC
FBB3, LLC
FBB Associates
c/o Baker Bros Advisors LP
860 Washington Street, 3rd Floor
New York, NY 10014
Attention: Scott L. Lessing

If to the Company:

Incyte Corporation
1801 Augustine Cut-Off
Wilmington, DE 19803
Attention: General Counsel

Each such notice or other communication shall be effective at the time of receipt if delivered personally or nationally recognized overnight courier (with receipt confirmed), or three (3) business days after being mailed, registered or certified mail, postage prepaid, return receipt requested.

8.7 Severability. If any provision of this Agreement shall be judicially determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

8.8 GOVERNING LAW; JURISDICTION. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. Any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement will be brought or otherwise commenced in any state or federal court sitting in the Borough of Manhattan of the City of New York. Each party hereto agrees to the entry of an order to enforce any resolution, settlement, order or award made pursuant to this Section 8.8 by the state and federal courts sitting in the Borough of Manhattan of the City of New York and in connection therewith hereby irrevocably waives, and agrees not to assert by way of motion, defense, or otherwise, in any such action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the action or proceeding is brought in an inconvenient forum, that the venue of the action is improper, or that this Agreement or the transactions contemplated by this Agreement may not be enforced in or by any of the above-named courts.

8.9 Delays or Omissions. It is agreed that no delay or omission to exercise any right, power or remedy accruing to any party upon any breach or default of any other party under this Agreement shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach or default, or any acquiescence therein, or of any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. It is further agreed that any waiver, permit, consent or approval of any kind or character of any breach or default under this Agreement, or any waiver of any provisions or conditions of this Agreement must be in writing and shall be effective only to the extent specifically set forth in writing, and that all remedies, either under this Agreement, by law or otherwise, shall be cumulative and not alternative.

8.10 Consents. Any permission, consent, or approval of any kind or character under this Agreement shall be in writing and shall be effective only to the extent specifically set forth in such writing.

8.11 Specific Performance. The parties hereto agree that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with the terms hereof and that the parties shall be entitled to an injunction or injunctions to prevent or cure breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in addition to any other remedy to which they are entitled at law or in equity, and any party sued for breach of this Agreement expressly waives any defense that a remedy in damages would be adequate.

8.12 Payment of Fees and Expenses. Each party shall be responsible for paying its own fees, costs and expenses in connection with this Agreement and the transactions herein contemplated.

8.13 Construction of Agreement. No provision of this Agreement shall be construed against either party as the drafter thereof. The titles of the Sections of this Agreement are for convenience of reference only and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any of its provisions.

8.14 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Delivery of this Agreement by one party to the other may be made by facsimile, electronic mail (including any electronic signature complying with the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309), as amended from time to time, or other applicable law) or other transmission method, and the parties hereto agree that any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signatures follow on next pages]

IN WITNESS WHEREOF, the parties have caused this Stock Purchase Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first written above.

INCYTE CORPORATION

By: /s/ Christiana Stamoulis

Name: Christiana Stamoulis

Title: Executive Vice President and Chief Financial Officer

667, L.P.

By: BAKER BROS. ADVISORS LP, management company and investment adviser to 667, L.P., pursuant to authority granted to it by Baker Biotech Capital, L.P., general partner to 667, L.P., and not as the general partner.

By: /s/ Scott L. Lessing

Name: Scott L. Lessing

Title: President

BAKER BROTHERS LIFE SCIENCES, L.P.

By: BAKER BROS. ADVISORS LP, management company and investment adviser to Baker Brothers Life Sciences, L.P., pursuant to authority granted to it by Baker Brothers Life Sciences Capital, L.P., general partner to Baker Brothers Life Sciences, L.P., and not as the general partner.

By: /s/ Scott L. Lessing

Name: Scott L. Lessing

Title: President

By: /s/ Felix J. Baker

Name: Felix J. Baker

By: /s/ Julian C. Baker
Name: Julian C. Baker

FBB2, LLC

By: /s/ Julian C. Baker
Name: Julian C. Baker
Title: Manager

FBB3 LLC

By: /s/ Julian C. Baker
Name: Julian C. Baker
Title: Manager

FBB ASSOCIATES

By: /s/ Julian C. Baker
Name: Julian C. Baker
Title: Manager

Schedule I

Name of Seller Affiliate	Number of Shares of Common Stock Owned	Percentage Participation
Funds advised by Baker Bros. Advisors LP ¹	35,946,286	100
Felix J. Baker	281,190	0
Julian C. Baker	527,152	0
FBB2, LLC	14,755	0
FBB3 LLC	31,140	0
FBB Associates	33,410	0

¹ Such funds are Baker Brothers Life Sciences, L.P. and 667, L.P.



Incyte Announces Intention to Buy Back up to \$2.0 Billion of its Common Stock

–Incyte commences Dutch Auction tender offer to repurchase up to \$1.67 billion of outstanding common shares

WILMINGTON, Del. – May 13, 2024 – Incyte Corporation (Nasdaq:INCY) (the “Company”) today announced that its Board of Directors approved a share repurchase authorization of \$2.0 billion. The Company has commenced a modified “Dutch Auction” tender offer to repurchase shares of its common stock for an aggregate purchase price of up to \$1.672 billion (the “tender offer”).

“This tender offer reflects our confidence in the future outlook of our business, the strength of our commercial product portfolio and our clinical development pipeline and Incyte’s long-term value. We believe the current valuation of Incyte stock makes repurchases of our stock an attractive investment and an opportunity to enhance long-term shareholder value.” said Hervé Hoppenot, Chief Executive Officer, Incyte. “Our strong balance sheet, cash flow and access to capital enable us to undertake this transaction while also preserving the flexibility to further add to the growth of our business through focused, strategic acquisitions.”

In addition, on May 12, 2024, Incyte entered into a separate stock purchase agreement with Julian C. Baker (a member of Incyte’s Board of Directors), Felix J. Baker, and entities affiliated with Julian C. and Felix J. Baker, including funds advised by Baker Bros. Advisors LP (collectively, the “Baker Entities”), to repurchase up to \$328.0 million of the Company’s common stock. This would enable the Baker Entities to maintain their current ownership level of approximately 16.4 percent of Incyte’s outstanding common stock. The Baker Entities purchase will be at the same price per share as is determined and paid in the tender offer.

Modified “Dutch Auction” Tender Offer

Incyte is offering to purchase up to \$1.672 billion in value of its common stock at a price not greater than \$60.00 per share nor less than \$52.00 per share, net to the seller in cash, less any applicable withholding taxes and without interest, upon the terms and subject to the conditions set forth in the tender offer documents that are being distributed to stockholders. The Company reserves the right, in its sole discretion, to change the per share purchase price options and to increase or decrease the aggregate value of shares sought in the tender offer, subject to applicable law. In accordance with the rules of the Securities and Exchange Commission (“SEC”), Incyte may purchase in the offer up to an additional 2 percent of its outstanding shares without amending or extending the tender offer. On May 10, 2024, the Nasdaq closing price of the common stock was \$53.06 per share. The tender offer will expire at 12:00 midnight, at the end of the day, New York City time, on Monday, June 10, 2024, unless extended.

A modified Dutch Auction tender offer allows stockholders to indicate how much stock they wish to tender and at what price within the range described above. Based on the number of shares tendered and the prices specified by the tendering stockholders, Incyte will determine the lowest price per share that will enable it to purchase \$1.672 billion of common stock at such price, or a lower amount depending on the number of shares that are properly tendered and not properly withdrawn. All stock purchased in the tender offer will be purchased at the same price, even if a stockholder tendered at a lower price, so in some cases Incyte may purchase stock at a price above the price indicated by the stockholder tendering that stock. Incyte will not purchase stock below a stockholder’s indicated price. If the tender offer is fully subscribed, then \$1.672 billion of common stock at the purchase price determined by Incyte will be purchased (subject to Incyte’s above-referenced ability to increase such numbers of shares), representing approximately 12.4 percent to 14.3 percent of outstanding common stock as of May 9, 2024, depending on the purchase price payable for those shares pursuant to the tender offer. Tenders of shares must be made prior to the expiration of the tender offer and may be withdrawn at any time prior to the expiration thereof.

If, at the final purchase price, shares representing more than \$1.672 billion of common stock at the applicable purchase price (or such greater number of shares as Incyte may choose to purchase without amending or extending the offer) are properly tendered and not properly withdrawn, Incyte will purchase shares tendered at or below that price on a pro rata basis. The tender offer will not be conditioned on any minimum number of shares being tendered and will not be subject to a financing condition; however, the tender offer is subject to a number of other conditions described in the tender offer documents.

While Incyte's Board of Directors has authorized the Company to make the tender offer, none of Incyte, its Board of Directors, the dealer manager or the information agent makes any recommendation to any stockholder as to whether to tender or refrain from tendering any shares or as to the price or prices at which stockholders may choose to tender their shares. Incyte has not authorized any person to make any such recommendation. Stockholders must decide whether to tender their shares and, if so, how many shares to tender and at what price or prices. In doing so, stockholders should carefully evaluate all of the information in the tender offer documents before making any decision with respect to the tender offer and should consult their own financial and tax advisors.

This press release is for informational purposes only and is not an offer to buy or the solicitation of an offer to sell any shares of common stock. The solicitation and offer to buy common stock will only be made pursuant to the offer to purchase and the other tender offer documents. A free copy of the tender offer documents that will be filed by Incyte with the SEC may be obtained when filed from the SEC's website at www.sec.gov or from Incyte's website at www.incyte.com, or by calling D.F. King & Co., Inc., the information agent for the tender offer, at (866) 864-4943 (toll free). **Stockholders are urged to read these materials carefully prior to making any decision with respect to the offer.** Stockholders who have questions may call the dealer manager for the tender offer, Goldman Sachs & Co. LLC at (212) 902-8226 or D.F. King & Co., Inc. at the number above.

Stock Purchase Agreement

The Company has entered into a stock purchase agreement with the Baker Entities. Under the stock purchase agreement, the Baker Entities have agreed not to tender or sell any shares in the tender offer and instead have agreed to sell to the Company, following completion of the offer, a pro rata number of shares based on the number of shares that the Company purchases in the offer such that the Baker Entities' aggregate percentage ownership in the Company will be substantially equal to the Baker Entities' current levels (the "Baker Entities Purchase"). The Baker Entities Purchase will be at the same price per share as is determined and paid in the offer and is expected to occur on the 11th business day following the expiration of the offer. The closing of the Baker Entities Purchase is subject to the completion of the offer. Assuming that the offer is fully subscribed, the aggregate purchase price for the shares purchased pursuant to the stock purchase agreement is anticipated to be approximately \$328.0 million. The Baker Entities, in the aggregate, own 36,833,933 shares of common stock, representing in the aggregate beneficial ownership of approximately 16.4 percent of outstanding common stock as of May 9, 2024. If the tender offer is fully subscribed, the Company would repurchase a total of approximately \$2.0 billion of its common stock through the tender offer and the stock purchase agreement (representing approximately 14.8 percent to 17.1 percent of the Company's outstanding shares of common stock as of May 9, 2024, depending on the purchase price payable for those shares).

About Incyte

A global biopharmaceutical company on a mission to *Solve On.*, Incyte follows the science to find solutions for patients with unmet medical needs. Through the discovery, development, and commercialization of proprietary therapeutics, Incyte has established a portfolio of first-in-class medicines for patients and a strong pipeline of products in Oncology and Inflammation & Autoimmunity. Headquartered in Wilmington, Delaware, Incyte has operations in North America, Europe, and Asia.

For additional information on Incyte, please visit Incyte.com.

Forward-Looking Statements

Except for the historical information set forth herein, the matters set forth in this release contain predictions, estimates and other forward-looking statements, including any discussion of the following: the future outlook of our business, the strength of Incyte's commercial product portfolio and clinical development pipeline, Incyte's long-term value and potential for growth, our ability to do the stock repurchase while also preserving the flexibility to further add to the potential growth of our business, and statements about the expected tender offer, including the value of shares that we expect to purchase in the tender offer and whether we actually consummate the tender offer and the stock purchase from the Baker Entities.

These forward-looking statements are based on Incyte's current expectations and subject to risks and uncertainties that may cause actual results to differ materially, including unanticipated developments in and risks related to: the acceptance of Incyte's products and the products of Incyte's collaboration partners in the marketplace; market competition; unexpected variations in the demand for Incyte's products and the products of Incyte's collaboration partners; the effects of announced or unexpected price regulation or limitations on reimbursement or coverage for Incyte's products and the products of Incyte's collaboration partners; sales, marketing, manufacturing and distribution requirements, including Incyte's and its collaboration partners' ability to successfully commercialize and build commercial infrastructure for newly approved products and any additional products that become approved; greater than expected expenses, including expenses relating to litigation or strategic activities; further research and development and the results of clinical trials possibly being unsuccessful or insufficient to meet applicable regulatory standards or warrant continued development; the ability to enroll sufficient numbers of subjects in clinical trials and the ability to enroll subjects in accordance with planned schedules; determinations made by the FDA, EMA, and other regulatory agencies; Incyte's dependence on its relationships with and changes in the plans of its collaboration partners; developments or changes in economic or market conditions; developments or changes in the securities markets, and other risks detailed in Incyte's reports filed with the Securities and Exchange Commission, including its quarterly report on Form 10-Q for the quarter ended March 31, 2024. Incyte disclaims any intent or obligation to update these forward-looking statements.

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