

OMB APPROVAL	
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STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP

Check this box if no longer subject to Section 16. Form 4 or Form 5 obligations may continue. See Instruction 1(b).

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934 or Section 30(h) of the Investment Company Act of 1940

1. Name and Address of Reporting Person* <u>Countouriotis Athena</u>  (Last) (First) (Middle) C/O TURNING POINT THERAPEUTICS, INC. 10628 SCIENCE CENTER DRIVE, STE. 200  (Street) SAN DIEGO CA 92121  (City) (State) (Zip)	2. Issuer Name and Ticker or Trading Symbol <u>Turning Point Therapeutics, Inc. [ TPTX ]</u>	5. Relationship of Reporting Person(s) to Issuer (Check all applicable)  <input checked="" type="checkbox"/> Director 10% Owner <input checked="" type="checkbox"/> Officer (give title below) Other (specify below) <b>President &amp; CEO</b>
	3. Date of Earliest Transaction (Month/Day/Year) 08/17/2022	
4. If Amendment, Date of Original Filed (Month/Day/Year)		

Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned

1. Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)		4. Securities Acquired (A) or Disposed Of (D) (Instr. 3, 4 and 5)			5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Beneficial Ownership (Instr. 4)
			Code	V	Amount	(A) or (D)	Price			
Common Stock	08/17/2022		D <sup>(1)</sup>		110,959 <sup>(2)(3)</sup>	D	\$76	0	D	

Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned (e.g., puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 3)	2. Conversion or Exercise Price of Derivative Security	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any (Month/Day/Year)	4. Transaction Code (Instr. 8)		5. Number of Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)		6. Date Exercisable and Expiration Date (Month/Day/Year)		7. Title and Amount of Securities Underlying Derivative Security (Instr. 3 and 4)	8. Price of Derivative Security (Instr. 5)	9. Number of derivative Securities Beneficially Owned Following Reported Transaction(s) (Instr. 4)	10. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	11. Nature of Indirect Beneficial Ownership (Instr. 4)	
				Code	V	(A)	(D)	Date Exercisable	Expiration Date						Title
Stock Option (right to buy)	\$3.2	08/17/2022		D			173,389	(4)	06/05/2028	Common Stock	173,389	(4)	0	D	
Stock Option (right to buy)	\$3.2	08/17/2022		D			67,575	(4)	06/05/2028	Common Stock	67,575	(4)	0	D	
Stock Option (right to buy)	\$5.12	08/17/2022		D			989,971	(4)	11/05/2028	Common Stock	989,971	(4)	0	D	
Stock Option (right to buy)	\$7.43	08/17/2022		D			155,844	(4)	02/19/2029	Common Stock	155,844	(4)	0	D	
Stock Option (right to buy)	\$63.33	08/17/2022		D			325,000	(4)	01/05/2030	Common Stock	325,000	(4)	0	D	
Stock Option (right to buy)	\$140.01	08/17/2022		D			101,775	(5)	02/07/2031	Common Stock	101,775	(5)	0	D	
Stock Option (right to buy)	\$37.68	08/17/2022		D			224,640	(4)	02/08/2032	Common Stock	224,640	(4)	0	D	

Explanation of Responses:

- Pursuant to the Agreement and Plan of Merger (the "Merger Agreement"), dated as of June 2, 2022, by and among Turning Point Therapeutics, Inc. (the "Issuer"), Bristol-Myers Squibb Company ("BMS") and Rhumba Merger Sub Inc., a wholly owned subsidiary of BMS ("Purchaser"), on August 17, 2022, Purchaser completed a tender offer for shares of common stock of the Issuer (each, a "Share") and thereafter merged with and into the Issuer, with the Issuer continuing as the surviving corporation and a wholly owned subsidiary of BMS (the "Merger"). At the effective time of the Merger, each issued and outstanding Share was cancelled in exchange for \$76.00 per Share in cash, without interest, subject to any applicable withholding of taxes (the "Cash Amount"). Pursuant to the terms of the Merger Agreement, the Shares were tendered and disposed of at the Offer Acceptance Time (as defined in the Merger Agreement) in exchange for the right to receive the Cash Amount.
- At the effective time of the Merger, pursuant to the Merger Agreement, each outstanding restricted stock unit award ("RSU") whether vested or unvested was cancelled and converted into the right to receive cash, without interest, in an amount equal to \$76.00 per Share issuable in settlement of such RSU immediately before the effective time of the Merger, net of any withholding taxes required to be deducted and withheld by applicable law.
- Includes 629 shares acquired on June 10, 2022 pursuant to the Issuer's Employee Stock Purchase Plan.
- At the effective time of the Merger, pursuant to the Merger Agreement, each outstanding option was accelerated and became fully vested and exercisable and was cancelled and converted into the right to receive cash, without interest, in an amount equal to the product of (i) the total number of Shares subject to such option multiplied by (ii) the excess of (x) \$76.00 per Share over (y) the exercise price payable per Share under such option, net of any withholding taxes required to be deducted and withheld by applicable law.
- At the effective time of the Merger, pursuant to the Merger Agreement, each outstanding option with an exercise price equal to or greater than \$76.00, was cancelled without any consideration in respect of such cancelled option.

Remarks:

/s/ Paolo Tombesi, Attorney-in-Fact 08/17/2022

\*\* Signature of Reporting Person Date

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

\* If the form is filed by more than one reporting person, see Instruction 4 (b)(v).

\*\* Intentional misstatements or omissions of facts constitute Federal Criminal Violations See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure.

**Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB Number.**

POWER OF ATTORNEY

Know all by these presents, that the undersigned hereby constitutes and appoints each of Paolo Tombesi and Brian Sun of Turning Point Therapeutics, Inc. (the "Company"), signing individually, the undersigned's true and lawful attorney-in-fact and agent to:

(1) execute for and on behalf of the undersigned, an officer, director or holder of 10% or more of a registered class of securities of the Company, Forms 3, 4 and 5 in accordance with Section 16(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and the rules thereunder;

(2) do and perform any and all acts for and on behalf of the undersigned that may be necessary or desirable to complete and execute such Form 3, 4 or 5, complete and execute any amendment or amendments thereto, and timely file such forms or amendments with the United States Securities and Exchange Commission and any stock exchange or similar authority; and

(3) take any other action of any nature whatsoever in connection with the foregoing which, in the opinion of such attorney-in-fact, may be of benefit, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion.

The undersigned hereby grants to each such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. The undersigned acknowledges that each of the foregoing attorneys-in-fact, in serving in such capacity at the request of the undersigned, is not assuming, nor is the Company assuming, any of the undersigned's responsibilities to comply with Section 16 of the Exchange Act.

This Power of Attorney shall remain in full force and effect until the earliest to occur of (a) the undersigned is no longer required to file Forms 3, 4 and 5 with respect to the undersigned's holdings of and transactions in securities issued by the Company, (b) revocation by the undersigned in a signed writing delivered to the foregoing attorney-in-fact or (c) until such attorney-in-fact shall no longer be employed by the Company.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 12 day of August, 2022.

Signature: /s/ Athena Countouriotis

Print Name: Athena Countouriotis