
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

Blaize Holdings, Inc.

(Name of Issuer)

Common stock, par value \$0.0001 per share

(Title of Class of Securities)

092915107

(CUSIP Number)

Dinakar Munagala
c/o Blaize Holdings, Inc., 4659 Golden Foothill Parkway, Suite 206
El Dorado Hills, CA, 95762
(916) 347-0050

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

05/02/2025

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No. 092915107

Name of reporting person

1

Dinakar Munagala

Check the appropriate box if a member of a Group (See Instructions)

2

(a)

(b)

3 SEC use only
Source of funds (See Instructions)

4 OO

5 Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

6 Citizenship or place of organization

UNITED STATES

7 Sole Voting Power

Number of Shares Beneficially Owned by Each Reporting Person With:

8 5,724,735.00
Shared Voting Power

9 0.00
Sole Dispositive Power

10 5,724,735.00
Shared Dispositive Power

11 0.00

Aggregate amount beneficially owned by each reporting person

12 5,724,735.00

Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

13

Percent of class represented by amount in Row (11)

14 5.4 %

Type of Reporting Person (See Instructions)

IN

SCHEDULE 13D

Item 1. Security and Issuer

Title of Class of Securities:

(a) Common stock, par value \$0.0001 per share

Name of Issuer:

(b) Blaize Holdings, Inc.

Address of Issuer's Principal Executive Offices:

(c) 4659 Golden Foothill Parkway, Suite 206, El Dorado Hills, CALIFORNIA , 95762.

Item 1 Comment: This statement on Schedule 13D (the "Schedule 13D") relates to the shares of Common stock, par value \$0.0001 per share (the "Common Stock"), of Blaize Holdings, Inc. a Delaware corporation (the "Issuer"), whose principal executive office is located at 4659 Golden Foothill Parkway, Suite 206, El Dorado Hills, CA 95762.

Item 2. Identity and Background

(a) The Schedule 13D is filed by Dinakar Munagala (the "Reporting Person").

(b) The Reporting Person's address is c/o Blaize Holdings, Inc., 4659 Golden Foothill Parkway, Suite 206, El Dorado Hills, CA 95762.

(c) The Reporting Person is the Chief Executive Officer and a director of the Issuer.

(d) During the last five years, the Reporting Person has not been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, the Reporting Person has not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment,

decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) The Reporting Person is a citizen of the United States.

Item 3. Source and Amount of Funds or Other Consideration

The securities reported herein were received as part of the Issuer's Business Combination (as defined below), in connection with that certain Agreement and Plan of Merger, dated as of December 22, 2023 and amended on April 22, 2024, October 24, 2024 and November 21, 2024 (the "Merger Agreement"), by and between the Issuer (formerly BurTech Acquisition Corp.), BurTech Merger Sub Inc., Blaize, Inc. ("Legacy Blaize") and for the limited purposes set forth therein, Burkhan Capital LLC. The Business Combination closed on January 13, 2025 (the "Closing Date"). In addition, the Reporting Person has acquired beneficial ownership of shares of Common Stock as a result of the vesting of equity awards granted to the Reporting Person in consideration for his service as Chief Executive Officer and a director of the Issuer.

Item 4. Purpose of Transaction

Business Combination On the Closing Date, pursuant to the Merger Agreement, BurTech Merger Sub Inc. was merged with and into Legacy Blaize, with Legacy Blaize surviving the merger as a wholly owned subsidiary of the Issuer (the "Business Combination"). As a result of the Business Combination, each share of Legacy Blaize preferred stock and common stock was converted into the right to receive approximately 0.78 shares of Common Stock. Certain securities of Legacy Blaize were automatically converted into the right to receive stock options of the Issuer as set forth in the Merger Agreement. Additionally, certain equity holders, including the Reporting Person, received earn-out shares, each of which represents a contingent right to receive one share of Common Stock if the trading price of the Issuer's Common Stock exceeds certain thresholds as set forth in the Merger Agreement. Lock-Up Agreement In connection with the Business Combination, the Issuer entered into lock-up agreements (the "Lock-up Agreement") with certain investors of the Issuer, including the Reporting Person, in each case, restricting the transfer of Common Stock and any shares of Issuer Common Stock issuable upon the exercise or settlement, as applicable, of options to purchase the Issuer's Common Stock or RSUs held by it immediately after the effective time of the Business Combination from and after the Closing Date. The restrictions under the Lock-up Agreement began at the Closing Date and end on the date that is 180 days after the Closing Date, subject to early release provisions as set forth in the Lock-up Agreement. Registration Rights Agreement On the Closing Date, the Issuer and certain investors of the Issuer, including the Reporting Person, entered into an amended registration rights agreement (the "Registration Rights Agreement"), pursuant to which the Issuer agreed to register for resale certain shares of the Issuer's Common Stock and other equity securities of the Issuer. Additionally, the Registration Rights Agreement provides for customary "demand" and "piggyback" registration rights for certain stockholders. The foregoing description of the Lock-Up Agreement and Registration Rights Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of such agreement, which are attached as exhibits to this Schedule 13D and incorporated herein by reference. General The Reporting Person acquired the securities described in this Schedule 13D in connection with the closing of the Business Combination and intends to review his investments in the Issuer on a continuing basis. Any actions the Reporting Person might undertake may be made at any time and from time to time without prior notice and will be dependent upon the Reporting Person's review of numerous factors, including, but not limited to: an ongoing evaluation of the Issuer's business, financial condition, operations and prospects; price levels of the Issuer's securities; general market, industry and economic conditions; the relative attractiveness of alternative business and investment opportunities; and other future developments. Subject to the Lock-Up Agreement, the Reporting Person may acquire additional securities of the Issuer, or retain or sell all or a portion of the securities then held, in the open market or in privately negotiated transactions. In addition, the Reporting Person, including in his capacity as Chief Executive Officer and a director of the Issuer, may engage in discussions with management, the Board, other securityholders of the Issuer and other relevant parties, or encourage, cause or seek to cause the Issuer or such persons to consider or explore extraordinary corporate transactions, such as: a merger, reorganization or other transaction that could result in the de-listing or de-registration of the Common Stock; security offerings and/or stock repurchases by the Issuer; sales or acquisitions of assets or businesses; changes to the capitalization or dividend policy of the Issuer; or other material changes to the Issuer's business or corporate structure, including changes in management or the composition of the Board. To facilitate consideration of such matters, the Reporting Person may retain consultants and advisors and may enter into discussions with potential sources of capital and other third parties. The Reporting Person may exchange information with any such persons pursuant to appropriate confidentiality or similar agreements. The Reporting Person will likely take some or all of the foregoing steps at preliminary stages in his consideration of various possible courses of action before forming any intention to pursue any particular plan or direction. Other than as described above, the Reporting Person does not currently have any plans or proposals that relate to, or would result in, any of the matters listed in Items 4(a)-(j) of Schedule 13D, although, depending on the factors discussed herein, the Reporting Person may change his purpose or formulate different plans or proposals with respect thereto at any time.

Item 5. Interest in Securities of the Issuer

The information contained on the cover page to this Schedule 13D is incorporated herein by reference. The securities reported herein include (i) 553,422 shares of Common Stock and (ii) 5,171,313 shares of Common Stock underlying Stock Options which are vested or are expected to vest within 60 days of the date of this filing. The ownership percentage set forth herein is based on 101,682,422 shares of Common Stock outstanding as of the date of this filing. The information herein excludes 1,371,303 earn-out shares held by the Reporting Person.

(a) The information contained on the cover page to this Schedule 13D is incorporated herein by reference.

(b) Except as set forth in Items 3 and 4 above, during the past 60 days, the Reporting Person has not effected any

transactions in the Common Stock.

(d) None.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

Item 4 above summarizes certain provisions of the Registration Rights Agreement and Lock-up Agreement and are incorporated herein by reference. A copy of each such agreement is attached as an exhibit to this Schedule 13D and is incorporated herein by reference. Except as set forth herein, Reporting Person does not have any contracts, arrangements, understandings or relationships (legal or otherwise) with any person with respect to any securities of the Issuer, including but not limited to any contracts, arrangements, understandings or relationships concerning the transfer or voting of such securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or losses, or the giving or withholding of proxies.

Item 7. Material to be Filed as Exhibits.

Exhibit 1: Amended and Restated Registration Rights Agreement, dated as of January 13, 2025, by and among the Issuer, certain stockholders of the Issuer named therein and certain stockholders of Legacy Blaize named therein (incorporated by reference to Exhibit 10.1 to the Issuer's Current Report on Form 8-K filed with the Securities and Exchange Commission on January 17, 2025). Exhibit 2: Lock-Up Agreement, dated as of January 13, 2025, by and among the Issuer and certain stockholders of Legacy Blaize named therein (incorporated by reference to Exhibit 10.12 to the Issuer's Current Report on Form 8-K filed with the Securities and Exchange Commission on January 17, 2025).

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dinakar Munagala

Signature: /s/ Dinakar Munagala

Name/Title: Dinakar Munagala

Date: 07/11/2025