

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 30, 2019**

Blueprint Medicines Corporation
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-37359
(Commission File Number)

26-3632015
(I.R.S. Employer
Identification No.)

45 Sidney Street
Cambridge, Massachusetts
(Address of principal executive offices)

02139
(Zip Code)

Registrant's telephone number, including area code: **(617) 374-7580**

(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:

- 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 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Appointment of Chief Financial Officer

On January 30, 2019, the board of directors of Blueprint Medicines Corporation (the “Company”) promoted Michael Landsittel to Chief Financial Officer of the Company.

Mr. Landsittel, age 46, previously served as Vice President, Finance of the Company from February 2016 to January 2019 and as Senior Director, Finance of the Company from September 2014 to February 2016. Prior to joining the Company, Mr. Landsittel served as Senior Director, Finance at Algeta from October 2012 to July 2014, as Director, Finance at Infinity Pharmaceuticals, Inc. from March 2012 to October 2012 and held various business development and strategic planning roles of increasing responsibility at Genzyme from August 2002 to March 2012. Mr. Landsittel began his career at Arthur Andersen LLP, and he earned his certified public accountant license in Illinois. Mr. Landsittel received a B.B.A from the University of Michigan and an M.B.A. from the Tuck School of Business at Dartmouth College.

In connection with his promotion to Chief Financial Officer, the Company entered into an amendment to the employment agreement with Mr. Landsittel. Effective as of January 1, 2019, Mr. Landsittel’s annual base salary will be increased to \$345,000, and his target annual incentive compensation will be 35% of his base salary.

Mr. Landsittel has no family relationship with any of the executive officers or directors of the Company. There are no arrangements or understandings between Mr. Landsittel and any other person pursuant to which he was appointed as an officer of the Company.

The foregoing description of the amendment to the employment agreement with Mr. Landsittel is qualified in its entirety by reference to the complete text of such agreement, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K.

Appointment of Chief Operating Officer

On January 30, 2019, the board of directors of the Company promoted Kathryn Haviland to Chief Operating Officer of the Company.

Ms. Haviland, age 42, previously served as Chief Business Officer of the Company from January 2016 to January 2019. Prior to joining the Company, Ms. Haviland served as Vice President, Rare Diseases and Oncology Program Leadership at Idera Pharmaceuticals, Inc. from April 2014 to December 2015, as Head of Commercial Development at Sarepta Therapeutics, Inc. from June 2012 to April 2014, as Executive Director of Commercial Development at PTC Therapeutics, Inc. from April 2007 to June 2012 and held various corporate development and project management roles at Genzyme from July 2005 to April 2007. Ms. Haviland currently serves as a member of the board of directors of Fulcrum Therapeutics, a privately held biopharmaceutical company. Ms. Haviland received a B.A. from Wesleyan University with a double major in biochemistry/molecular biology and economics and an M.B.A. from Harvard Business School.

In connection with her promotion to Chief Operating Officer, the Company entered into an amendment to the employment agreement with Ms. Haviland. Effective as of January 1, 2019, Ms. Haviland’s annual base salary will be increased to \$431,830, and her target annual incentive compensation will be 40% of her base salary.

Ms. Haviland has no family relationship with any of the executive officers or directors of the Company. There are no arrangements or understandings between Ms. Haviland and any other person pursuant to which she was appointed as an officer of the Company.

The foregoing description of the amendment to the employment agreement with Ms. Haviland is qualified in its entirety by reference to the complete text of such agreement, a copy of which is attached as Exhibit 10.2 to this Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

| <u>Exhibit No.</u> | <u>Description</u> |
|--------------------|---|
| 10.1 | First Amendment to Employment Agreement, dated January 30, 2019, by and between the Registrant and Michael Landsittel |
| 10.2 | First Amendment to Employment Agreement, dated January 30, 2019, by and between the Registrant and Kathryn Haviland |

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.

BLUEPRINT MEDICINES CORPORATION

Date: February 5, 2019

By: /s/ Tracey L. McCain

Tracey L. McCain
Chief Legal Officer

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement (this “**Amendment**”) is dated as of January 30, 2019, between Blueprint Medicines Corporation, a Delaware corporation (the “**Company**”), and Michael Landsittel (the “**Executive**”). Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Employment Agreement (as defined below). This Amendment is effective as of January 30, 2019 (the “**Amendment Effective Date**”).

WHEREAS, the Company and the Executive are parties to the Employment Agreement dated as of November 22, 2017 (the “**Employment Agreement**”); and

WHEREAS, the Company and the Executive desire to amend certain provisions of the Employment Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby confirmed, the Company and the Executive agree that the Employment Agreement is amended as follows:

1. Section 1(b) of the Employment Agreement shall be amended and restated as follows:

“Position and Duties. The Executive shall serve as the Chief Financial Officer of the Company and shall have such powers and duties as may from time to time be prescribed by the Company’s Chief Executive Officer (“**CEO**”). The Executive shall devote his full working time and efforts to the business and affairs of the Company. Notwithstanding the foregoing, the Executive may serve on other boards of directors, with the approval of the Board of Directors of the Company (the “**Board**”), or engage in religious, charitable or other activities as long as such services and activities are approved by the Board and do not materially interfere with the Executive’s performance of his duties to the Company as provided in this Agreement.”

2. Section 2(a) of the Employment Agreement shall be amended and restated as follows:

“Base Salary. Effective January 1, 2019, the Executive’s annual base salary shall be \$345,000. The Executive’s base salary shall be re-determined annually by the Board or the Compensation Committee of the Board (the “**Compensation Committee**”) and shall be subject to increase but not decrease while the Executive is serving in the Chief Financial Officer role. The annual base salary in effect at any given time is referred to herein as the “**Base Salary**.” The Base Salary shall be payable in a manner that is consistent with the Company’s usual payroll practices for senior executives.”

3. Section 2(b) of the Employment Agreement shall be amended and restated as follows:

“Incentive Compensation. The Executive shall be eligible to receive cash incentive compensation as determined by the Board or the Compensation Committee from time to time. The Executive’s target annual incentive compensation shall be 35% of his Base Salary (the **“Target Incentive Compensation”**) and shall be re-determined periodically by the Board or the Compensation Committee. To earn incentive compensation, the Executive must be employed by the Company on the day such incentive compensation is paid.”

4. The Executive hereby gives his express written consent in this Amendment for the changes described herein. Accordingly, the Executive acknowledges and agrees that the changes described herein shall not be the basis of a “Good Reason” trigger as defined in the Employment Agreement, and therefore the Executive shall not be eligible to resign for Good Reason as a result of any such changes or in connection with the negotiation, execution and delivery of this Amendment.

5. To the extent that there is any inconsistency between the terms and conditions of this Amendment and the terms and conditions of the Employment Agreement, the terms and conditions of this Amendment shall prevail.

6. The Executive hereby acknowledges that the terms of the Non-Solicitation, Non-Competition, Confidentiality and Assignment Agreement, dated as of September 8, 2014, by and between the Company and the Executive (the **“Restrictive Covenant Agreement”**) remain in full force and effect.

7. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original, but such counterparts shall together constitute one and the same document. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

8. Except as amended hereby, the Employment Agreement remains in full force and effect and the Employment Agreement, as amended, represents the entire agreement between the Executive and the Company, and there are no other agreements, written or oral, relating to the subject matter hereof, except the Restrictive Covenant Agreement, which remains in full force and effect. All references in the Employment Agreement to “this Agreement” (including “hereof”, “herein” and similar words or phrases) shall mean the Employment Agreement, as amended by this Amendment.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the Amendment Effective Date.

BLUEPRINT MEDICINES CORPORATION

By: /s/ Jeffrey Albers

Name: Jeffrey Albers

Title: President and Chief Executive Officer

EXECUTIVE

/s/ Michael Landsittel

Michael Landsittel

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement (this “**Amendment**”) is dated as of January 30, 2019, between Blueprint Medicines Corporation, a Delaware corporation (the “**Company**”), and Kathryn Haviland (the “**Executive**”). Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Employment Agreement (as defined below). This Amendment is effective as of January 30, 2019 (the “**Amendment Effective Date**”).

WHEREAS, the Company and the Executive are parties to the Employment Agreement dated as of March 10, 2016 (the “**Employment Agreement**”); and

WHEREAS, the Company and the Executive desire to amend certain provisions of the Employment Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby confirmed, the Company and the Executive agree that the Employment Agreement is amended as follows:

1. Section 1(b) of the Employment Agreement shall be amended and restated as follows:

“Position and Duties. The Executive shall serve as the Chief Operating Officer of the Company and shall have such powers and duties as may from time to time be prescribed by the Company’s Chief Executive Officer (“**CEO**”). The Executive shall devote her full working time and efforts to the business and affairs of the Company. Notwithstanding the foregoing, the Executive may serve on other boards of directors, with the approval of the Board of Directors of the Company (the “**Board**”), or engage in religious, charitable or other activities as long as such services and activities are approved by the Board and do not materially interfere with the Executive’s performance of her duties to the Company as provided in this Agreement.”

2. Section 2(a) of the Employment Agreement shall be amended and restated as follows:

“Base Salary. Effective January 1, 2019, the Executive’s annual base salary shall be \$431,830. The Executive’s base salary shall be re-determined annually by the Board or the Compensation Committee of the Board (the “**Compensation Committee**”) and shall be subject to increase but not decrease while the Executive is serving in the Chief Operating Officer role. The annual base salary in effect at any given time is referred to herein as the “**Base Salary.**” The Base Salary shall be payable in a manner that is consistent with the Company’s usual payroll practices for senior executives.”

3. Section 2(b) of the Employment Agreement shall be amended and restated as follows:

“Incentive Compensation. The Executive shall be eligible to receive cash incentive compensation as determined by the Board or the Compensation Committee from time to time. The Executive’s target annual incentive compensation shall be 40% of her Base Salary (the **“Target Incentive Compensation”**) and shall be re-determined periodically by the Board or the Compensation Committee. To earn incentive compensation, the Executive must be employed by the Company on the day such incentive compensation is paid.”

4. The Executive hereby gives her express written consent in this Amendment for the changes described herein. Accordingly, the Executive acknowledges and agrees that the changes described herein shall not be the basis of a “Good Reason” trigger as defined in the Employment Agreement, and therefore the Executive shall not be eligible to resign for Good Reason as a result of any such changes or in connection with the negotiation, execution and delivery of this Amendment.

5. To the extent that there is any inconsistency between the terms and conditions of this Amendment and the terms and conditions of the Employment Agreement, the terms and conditions of this Amendment shall prevail.

6. The Executive hereby acknowledges that the terms of the Non-Solicitation, Non-Competition, Confidentiality and Assignment Agreement, dated as of December 11, 2015, by and between the Company and the Executive (the **“Restrictive Covenant Agreement”**) remain in full force and effect.

7. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original, but such counterparts shall together constitute one and the same document. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

8. Except as amended hereby, the Employment Agreement remains in full force and effect and the Employment Agreement, as amended, represents the entire agreement between the Executive and the Company, and there are no other agreements, written or oral, relating to the subject matter hereof, except the Restrictive Covenant Agreement, which remains in full force and effect. All references in the Employment Agreement to “this Agreement” (including “hereof”, “herein” and similar words or phrases) shall mean the Employment Agreement, as amended by this Amendment.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the Amendment Effective Date.

BLUEPRINT MEDICINES CORPORATION

By: /s/ Jeffrey Albers
Name: Jeffrey Albers
Title: President and Chief Executive Officer

EXECUTIVE

/s/ Kathryn Haviland
Kathryn Haviland