

**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): **September 23, 2022**

**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.

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

Title of each class	Trading symbol(s)	Name of each exchange on which registered
Common stock, par value \$0.001 per share	BPMC	Nasdaq Global Select Market

## Item 5.02 Regulation FD Disclosure.

Effective September 23, 2022, Blueprint Medicines Corporation (the “Company”) entered into employment agreement amendments with its chief executive officer (principal executive officer), chief financial officer (principal financial officer), other named executive officers and other officers of the Company (collectively, the “executives”), which have been Attorney Client Privileged & Confidential approved by the Compensation Committee of the Board of Directors of the Company (the “Compensation Committee”).

The amendments reflect each executive’s current annual target incentive compensation as approved in the first quarter of this year by the Compensation Committee, as well as by stockholders, via a non-binding advisory vote, at the Company’s Annual Meeting of Stockholders held on June 21st of this year. The amendments also align the way the executives’ annual target incentive compensation is described to be consistent with the way annual base salary is described throughout the employment agreements. For example, the description of annual base salary in the employment agreements has always included the statement that it may be adjusted from time to time by the Compensation Committee or the Board of Directors, which alleviates the need to amend the employment agreement each time a salary adjustment is made. These current amendments provide that same flexibility for target incentive compensation, so that any potential future adjustments approved by the Compensation Committee will not require further employment agreement amendments.

The foregoing description of the amendments are qualified in their entirety by reference to the complete text of each such agreement, copies of which are attached as Exhibits 10.1 to 10.11 to this Current Report on Form 8-K.

## Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<b>Exhibit No.</b>	<b>Description</b>
<a href="#"><u>10.1</u></a>	<a href="#"><u>First Amendment to Amended and Restated Employment Agreement, dated September 23, 2022, by and between the Registrant and Kathryn Haviland</u></a>
<a href="#"><u>10.2</u></a>	<a href="#"><u>Third Amendment to Employment Agreement, dated September 23, 2022, by and between the Registrant and Michael Landsittel</u></a>
<a href="#"><u>10.3</u></a>	<a href="#"><u>First Amendment to Amended and Restated Employment Agreement, dated September 23, 2022, by and between the Registrant and Christina Rossi</u></a>
<a href="#"><u>10.4</u></a>	<a href="#"><u>Second Amendment to Employment Agreement, dated September 23, 2022, by and between the Registrant and Fouad Namouni</u></a>
<a href="#"><u>10.5</u></a>	<a href="#"><u>Second Amendment to Employment Agreement, dated September 23, 2022, by and between the Registrant and Tracey L. McCain</u></a>
<a href="#"><u>10.6</u></a>	<a href="#"><u>Second Amendment to Employment Agreement, dated September 23, 2022, by and between the Registrant and Lemuel Becker Hewes</u></a>
<a href="#"><u>10.7</u></a>	<a href="#"><u>Second Amendment to Employment Agreement, dated September 23, 2022, by and between the Registrant and Christopher Murray</u></a>
<a href="#"><u>10.8</u></a>	<a href="#"><u>Second Amendment to Employment Agreement, dated September 23, 2022, by and between the Registrant and Percy H. Carter</u></a>
<a href="#"><u>10.9</u></a>	<a href="#"><u>Third Amendment to Employment Agreement, dated September 23, 2022, by and between the Registrant and Debra Durso-Bumpus</u></a>
<a href="#"><u>10.10</u></a>	<a href="#"><u>Second Amendment to Employment Agreement, dated September 23, 2022, by and between the Registrant and Ariel Hurley</u></a>
<a href="#"><u>10.11</u></a>	<a href="#"><u>First Amendment to Amended and Restated Employment Agreement, dated September 23, 2022, by and between the Registrant and Philina Lee</u></a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document and incorporated as Exhibit 101)

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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.

**BLUEPRINT MEDICINES CORPORATION**

Date: September 23, 2022

By: /s/ Kathryn Haviland  
Kathryn Haviland  
Chief Executive Officer

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**FIRST AMENDMENT TO  
AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

This First Amendment to Amended and Restated Employment Agreement (this “First Amendment”) is dated as of September 23, 2022 (the “First Amendment Effective Date”), 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).

WHEREAS, the Company and the Executive are parties to the Amended and Restated Employment Agreement dated as of January 4, 2022 and effective as of April 4, 2022 (the “Employment Agreement”); and

WHEREAS, the Company and the Executive desire to amend the Employment Agreement as set forth below;

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 2(c) of the Employment Agreement shall be amended and restated as follows:

“Incentive Compensation. During the Term, the Executive shall be eligible to earn cash incentive compensation as determined by the Board or the Compensation Committee from time to time. More specifically:

(i) Effective as of April 4, 2022, Executive’s target annual incentive compensation shall be 70% of the Base Salary, subject to upward but not downward adjustment (except in connection with a proportional reduction in compensation to all or substantially all of the Company’s employees). The Board or Compensation Committee shall weigh its bonus determination as follows: 100% on Company performance and 0% on Executive’s individual performance, subject to adjustment as determined by the Board or the Compensation Committee from time to time.

(ii) For the period of January 1, 2022 through April 3, 2022, the Executive is eligible to earn prorated incentive compensation under the Original Employment Agreement in connection with her services as Chief Operating Officer of the Company during such period, as determined by the Board or the Compensation Committee based on the Executive’s target annual incentive compensation equal to 60% of her annual base salary as in effect during such period (and the Board or the Compensation Committee shall weigh its bonus determination 75% on Company performance and 25% on the Executive’s individual performance), provided the Executive remains employed by the Company on the day such incentive compensation is paid.

(iii) The Executive’s target annual incentive compensation in effect at any given time is referred to herein as “Target Incentive Compensation”; provided, that, for purposes of Section 5 hereof “Target Incentive Compensation” shall mean the Executive’s target annual incentive compensation then in effect or, if higher, in effect immediately prior to the Sale Event, and shall be applied to the Base Salary described in such section. To earn incentive compensation, the Executive must remain employed by the Company in good standing through the date such incentive compensation is paid.”

2. The Executive hereby gives express written consent in this First 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 this First Amendment.

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

4. This First 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.

5. Except as amended hereby, the Employment Agreement remains in full force and effect and, as amended hereby, the Employment Agreement 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. On and after the First Amendment Effective Date, 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 First Amendment.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date first written above.

**BLUEPRINT MEDICINES CORPORATION**

By: /s/ Tracey McCain  
Name: Tracey McCain  
Title: Executive Vice President, Chief Legal and Compliance Officer

**EXECUTIVE**

/s/ Kathryn Haviland  
Kathryn Haviland

**THIRD AMENDMENT TO EMPLOYMENT AGREEMENT**

This Third Amendment to Employment Agreement (this “Third Amendment”) is dated as of September 23, 2022 (the “Third Amendment Effective Date”), 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).

WHEREAS, the Company and the Executive are parties to the Employment Agreement dated as of November 22, 2017, as amended by the First Amendment to Employment Agreement dated as of January 30, 2019, and as further amended by the Second Amendment to Employment Agreement dated as of December 22, 2021 (collectively, the “Employment Agreement”); and

WHEREAS, the Company and the Executive desire to amend the Employment Agreement as set forth below;

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

“Incentive Compensation. During the Term, the Executive shall be eligible to earn cash incentive compensation as determined by the Board or the Compensation Committee from time to time. Effective as of January 1, 2022, Executive’s target annual incentive compensation shall be 50% of the Base Salary, subject to upward but not downward adjustment (except in connection with a proportional reduction in compensation to all or substantially all of the Company’s employees). The Board or Compensation Committee shall weigh its bonus determination as follows: 75% on Company performance and 25% on Executive’s individual performance, subject to adjustment as determined by the Board or the Compensation Committee from time to time. The Executive’s target annual incentive compensation in effect at any given time is referred to herein as “Target Incentive Compensation,” except for purposes of Section 5 hereof, where “Target Incentive Compensation” shall mean the target annual incentive compensation then in effect, or if higher, in effect immediately prior to the Sale Event. To earn incentive compensation, the Executive must remain employed by the Company in good standing through the date such incentive compensation is paid.”

2. The Executive hereby gives express written consent in this Third 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 this Third Amendment.

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

4. This Third 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 E-SIGN 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.

5. Except as amended hereby, the Employment Agreement remains in full force and effect and, as amended hereby, the Employment Agreement 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. On and after the Third Amendment Effective Date, 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 Third Amendment.

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment as of the date first written above.

**BLUEPRINT MEDICINES CORPORATION**

By: /s/ Kathryn Haviland  
Name: Kathryn Haviland  
Title: President and Chief Executive Officer

**EXECUTIVE**

/s/ Michael Landsittel  
Michael Landsittel

**FIRST AMENDMENT TO AMENDED  
AND RESTATED EMPLOYMENT AGREEMENT**

This First Amendment to Amended and Restated Employment Agreement (the “First Amendment”) is dated as of September 23, 2022 (the “First Amendment Effective Date”), between Blueprint Medicines Corporation, a Delaware corporation (the “Company”), and Christina Rossi (the “Executive”). Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Employment Agreement (as defined below).

WHEREAS, the Company and the Executive are parties to the Amended and Restated Employment Agreement dated January 4, 2022 and effective as of April 4, 2022 (the “Employment Agreement”); and

WHEREAS, the Company and the Executive desire to amend the Employment Agreement as set forth below;

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 2 of the Employment Agreement shall be amended and restated as follows:

“2. Compensation and Related Matters.

(a) Base Salary. Effective as of the Effective Date, the Executive’s annual base salary shall be \$581,510.00. 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 Executive is serving in the Chief Operating Officer role. The annual base salary in effect at any given time is referred to herein as “Base Salary.” The Base Salary shall be payable in a manner that is consistent with the Company’s usual payroll practices for senior executives.

(b) Equity. The Executive may be eligible to receive future equity awards under the Company’s 2015 Stock Option and Incentive Plan (as amended and/or restated from time to time) or such other equity plan as then in effect, in the sole discretion of the Board or the Compensation Committee.

(c) Incentive Compensation. During the Term, the Executive shall be eligible to earn cash incentive compensation as determined by the Board or the Compensation Committee from time to time. More specifically:

(i) Effective as of April 4, 2022, Executive’s target annual incentive compensation shall be 60% of the Base Salary, subject to upward but not downward adjustment (except in connection with a proportional reduction in compensation to all or substantially all of the Company’s employees). The Board or Compensation Committee shall weigh its bonus determination as follows: 75% on Company performance and 25% on Executive’s individual performance, subject to adjustment as determined by the Board or the Compensation Committee from time to time.



(ii) For the period of January 1, 2022 through April 3, 2022, the Executive is eligible to earn prorated incentive compensation under the Original Employment Agreement in connection with her services as Chief Commercial Officer of the Company during such period, as determined by the Board or the Compensation Committee based on the Executive's target annual incentive compensation equal to 50% of her annual base salary as in effect during such period (and the Board or the Compensation Committee shall weigh its bonus determination 75% on Company performance and 25% on the Executive's individual performance), provided the Executive remains employed by the Company on the day such incentive compensation is paid.

(iii) The Executive's target annual incentive compensation in effect at any given time is referred to herein as "Target Incentive Compensation"; provided, that, for purposes of Section 5 hereof "Target Incentive Compensation" shall mean the Executive's target annual incentive compensation then in effect or, if higher, in effect immediately prior to the Sale Event, and shall be applied to the Base Salary described in such section. To earn incentive compensation, the Executive must remain employed by the Company in good standing through the date such incentive compensation is paid.

(d) Expenses. The Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by the Executive during the Term in performing services hereunder, in accordance with the policies and procedures then in effect and established by the Company for its senior executive officers.

(e) Other Benefits. During the Term, the Executive shall be eligible to participate in or receive benefits under the Company's employee benefit plans in effect from time to time, subject to the terms of such plans.

(f) Vacations. During the Term, the Executive shall be entitled to paid vacation in accordance with the Company's applicable policy."

2. The Executive hereby gives express written consent in this First 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 this First Amendment.

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

4. This First 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.

5. Except as amended hereby, the Employment Agreement remains in full force and effect and, as amended hereby, the Employment Agreement 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. On and after the First Amendment Effective Date, 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 First Amendment.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date first written above.

**BLUEPRINT MEDICINES CORPORATION**

By: /s/ Kathryn Haviland  
Name: Kathryn Haviland  
Title: President and Chief Executive Officer

**EXECUTIVE**

/s/ Christina Rossi  
Christina Rossi

**SECOND AMENDMENT TO EMPLOYMENT AGREEMENT**

This Second Amendment to Employment Agreement (this “Second Amendment”) is dated as of September 23, 2022 (the “Second Amendment Effective Date”), between Blueprint Medicines Corporation, a Delaware corporation (the “Company”), and Fouad Namouni, M.D. (the “Executive”). Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Employment Agreement (as defined below).

WHEREAS, the Company and the Executive are parties to the Employment Agreement effective as of September 1, 2020, as amended by the First Amendment to Employment Agreement dated as of December 22, 2021 (collectively, the “Employment Agreement”); and

WHEREAS, the Company and the Executive desire to amend the Employment Agreement as set forth below;

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 2(c) of the Employment Agreement shall be amended and restated as follows:

“Incentive Compensation. During the Term, the Executive shall be eligible to earn cash incentive compensation as determined by the Board or the Compensation Committee from time to time. Effective as of January 1, 2022, Executive’s target annual incentive compensation shall be 60% of the Base Salary, subject to upward but not downward adjustment (except in connection with a proportional reduction in compensation to all or substantially all of the Company’s employees). The Board or Compensation Committee shall weigh its bonus determination as follows: 75% on Company performance and 25% on Executive’s individual performance, subject to adjustment as determined by the Board or the Compensation Committee from time to time. The Executive’s target annual incentive compensation in effect at any given time is referred to herein as “Target Incentive Compensation”; provided, that, for purposes of Section 5 hereof “Target Incentive Compensation” shall mean the Executive’s target annual incentive compensation then in effect or, if higher, in effect immediately prior to the Sale Event, and shall be applied to the Base Salary described in such section. To earn incentive compensation, the Executive must remain employed by the Company in good standing through the date such incentive compensation is paid.”

2. The Executive hereby gives express written consent in this Second 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 this Second Amendment.

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

4. This Second 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.

5. Except as amended hereby, the Employment Agreement remains in full force and effect and, as amended hereby, the Employment Agreement 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. On and after the Second Amendment Effective Date, 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 Second Amendment.

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment as of the date first written above.

**BLUEPRINT MEDICINES CORPORATION**

By: /s/ Kathryn Haviland

Name: Kathryn Haviland

Title: President and Chief Executive Officer

**EXECUTIVE**

/s/ Fouad Namouni

Fouad Namouni, M.D.

**SECOND AMENDMENT TO EMPLOYMENT AGREEMENT**

This Second Amendment to Employment Agreement (this “Second Amendment”) is dated as of September 23, 2022 (the “Second Amendment Effective Date”), between Blueprint Medicines Corporation, a Delaware corporation (the “Company”), and Tracey McCain (the “Executive”). Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Employment Agreement (as defined below).

WHEREAS, the Company and the Executive are parties to the Employment Agreement dated as of September 6, 2016, as amended by the First Amendment to Employment Agreement dated as of December 22, 2021 (collectively, the “Employment Agreement”); and

WHEREAS, the Company and the Executive desire to amend the Employment Agreement as set forth below;

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 2(d) of the Employment Agreement shall be amended and restated as follows:

“Incentive Compensation. During the Term, the Executive shall be eligible to earn cash incentive compensation as determined by the Board or the Compensation Committee from time to time. Effective as of January 1, 2022, Executive’s target annual incentive compensation shall be 50% of the Base Salary, subject to upward but not downward adjustment (except in connection with a proportional reduction in compensation to all or substantially all of the Company’s employees). The Board or Compensation Committee shall weigh its bonus determination as follows: 75% on Company performance and 25% on Executive’s individual performance, subject to adjustment as determined by the Board or the Compensation Committee from time to time. The Executive’s target annual incentive compensation in effect at any given time is referred to herein as “Target Incentive Compensation”; provided, that, for purposes of Section 5 hereof “Target Incentive Compensation” shall mean the Executive’s target annual incentive compensation then in effect or, if higher, in effect immediately prior to the Sale Event, and shall be applied to the Base Salary described in such section. To earn incentive compensation, the Executive must remain employed by the Company in good standing through the date such incentive compensation is paid.”

2. The Executive hereby gives express written consent in this Second 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 this Second Amendment.

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

4. This Second 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.

5. Except as amended hereby, the Employment Agreement remains in full force and effect and, as amended hereby, the Employment Agreement 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. On and after the Second Amendment Effective Date, 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 Second Amendment.

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment as of the date first written above.

**BLUEPRINT MEDICINES CORPORATION**

By: /s/ Kathryn Haviland

Name: Kathryn Haviland

Title: President and Chief Executive Officer

**EXECUTIVE**

/s/ Tracey McCain

Tracey McCain

**SECOND AMENDMENT TO  
AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

This Second Amendment to Amended and Restated Employment Agreement (this “Second Amendment”) is dated as of September 23, 2022 (the “Second Amendment Effective Date”), between Blueprint Medicines Corporation, a Delaware corporation (the “Company”), and L. Becker Hewes, M.D. (the “Executive”). Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Employment Agreement (as defined below).

WHEREAS, the Company and the Executive are parties to the Amended and Restated Employment Agreement dated as of January 11, 2021, as amended by the First Amendment to Employment Agreement dated as of December 22, 2021 (collectively, the “Employment Agreement”); and

WHEREAS, the Company and the Executive desire to amend the Employment Agreement as set forth below;

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 2(d) of the Employment Agreement shall be amended and restated as follows:

“Incentive Compensation. During the Term, the Executive shall be eligible to earn cash incentive compensation as determined by the Board or the Compensation Committee from time to time. Effective as of January 1, 2022, Executive’s target annual incentive compensation shall be 50% of the Base Salary, subject to upward but not downward adjustment (except in connection with a proportional reduction in compensation to all or substantially all of the Company’s employees). The Board or Compensation Committee shall weigh its bonus determination as follows: 75% on Company performance and 25% on Executive’s individual performance, subject to adjustment as determined by the Board or the Compensation Committee from time to time. The Executive’s target annual incentive compensation in effect at any given time is referred to herein as “Target Incentive Compensation”; provided, that, for purposes of Section 5 hereof “Target Incentive Compensation” shall mean the Executive’s target annual incentive compensation then in effect or, if higher, in effect immediately prior to the Sale Event, and shall be applied to the Base Salary described in such section. To earn incentive compensation, the Executive must remain employed by the Company in good standing through the date such incentive compensation is paid.”

2. The Executive hereby gives express written consent in this Second 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 this Second Amendment.

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

4. This Second 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.

5. Except as amended hereby, the Employment Agreement remains in full force and effect and, as amended hereby, the Employment Agreement 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. On and after the Second Amendment Effective Date, 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 Second Amendment.

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment as of the date first written above.

**BLUEPRINT MEDICINES CORPORATION**

By: /s/ Kathryn Haviland  
Name: Kathryn Haviland  
Title: President and Chief Executive Officer

**EXECUTIVE**

/s/ Becker Hewes  
L. Becker Hewes, M.D.



## SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This Second Amendment to Employment Agreement (this “Second Amendment”) is dated as of September 23, 2022 (the “Second Amendment Effective Date”), between Blueprint Medicines Corporation, a Delaware corporation (the “Company”), and Chris Murray (the “Executive”). Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Employment Agreement (as defined below).

WHEREAS, the Company and the Executive are parties to the Employment Agreement dated as of October 10, 2017, as amended by the First Amendment to Employment Agreement dated as of December 22, 2021 (collectively, the “Employment Agreement”); and

WHEREAS, the Company and the Executive desire to amend the Employment Agreement as set forth below;

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 2(c) of the Employment Agreement shall be amended and restated as follows:

“Incentive Compensation. During the Term, the Executive shall be eligible to earn cash incentive compensation as determined by the Board or the Compensation Committee from time to time. Effective January 1, 2022 Executive’s target annual incentive compensation shall be 40% of the Base Salary, subject to upward but not downward adjustment (except in connection with a proportional reduction in compensation to all or substantially all of the Company’s employees). The Board or Compensation Committee shall weigh its bonus determination as follows: 60% on Company performance and 40% on Executive’s individual performance, subject to adjustment as determined by the Board or the Compensation Committee from time to time. The Executive’s target annual incentive compensation in effect at any given time is referred to herein as “Target Incentive Compensation”; provided, that, for purposes of Section 5 hereof “Target Incentive Compensation” shall mean the Executive’s target annual incentive compensation then in effect or, if higher, in effect immediately prior to the Sale Event, and shall be applied to the Base Salary described in such section. To earn incentive compensation, the Executive must remain employed by the Company in good standing through the date such incentive compensation is paid.”

2. The Executive hereby gives express written consent in this Second 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 this Second Amendment.

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

4. This Second 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.

5. Except as amended hereby, the Employment Agreement remains in full force and effect and, as amended hereby, the Employment Agreement 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. On and after the Second Amendment Effective Date, 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 Second Amendment.

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment as of the date first written above.

**BLUEPRINT MEDICINES CORPORATION**

By: /s/ Kathryn Haviland  
Name: Kathryn Haviland  
Title: President and Chief Executive Officer

**EXECUTIVE**

/s/ Chris Murray  
Chris Murray

**SECOND AMENDMENT TO EMPLOYMENT AGREEMENT**

This Second Amendment to Employment Agreement (this “Second Amendment”) is dated as of September 23, 2022 (the “Second Amendment Effective Date”), between Blueprint Medicines Corporation, a Delaware corporation (the “Company”), and Percy Carter Ph. D., MBA (the “Executive”). Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Employment Agreement (as defined below).

WHEREAS, the Company and the Executive are parties to the Employment Agreement effective as of May 19, 2021, as amended by the First Amendment to Employment Agreement dated as of December 22, 2021 (collectively, the “Employment Agreement”); and

WHEREAS, the Company and the Executive desire to amend the Employment Agreement as set forth below;

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 2(d) of the Employment Agreement shall be amended and restated as follows:

“Incentive Compensation. During the Term, the Executive shall be eligible to earn cash incentive compensation as determined by the Board or the Compensation Committee from time to time. Effective as of January 1, 2022, Executive’s target annual incentive compensation shall be 50% of the Base Salary, subject to upward but not downward adjustment (except in connection with a proportional reduction in compensation to all or substantially all of the Company’s employees). The Board or Compensation Committee shall weigh its bonus determination as follows: 75% on Company performance and 25% on Executive’s individual performance, subject to adjustment as determined by the Board or the Compensation Committee from time to time. The Executive’s target annual incentive compensation in effect at any given time is referred to herein as “Target Incentive Compensation”; provided, that, for purposes of Section 5 hereof “Target Incentive Compensation” shall mean the Executive’s target annual incentive compensation then in effect or, if higher, in effect immediately prior to the Sale Event, and shall be applied to the Base Salary described in such section. To earn incentive compensation, the Executive must remain employed by the Company in good standing through the date such incentive compensation is paid.”

2. The Executive hereby gives express written consent in this Second 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 this Second Amendment.

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

4. This Second 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.

5. Except as amended hereby, the Employment Agreement remains in full force and effect and, as amended hereby, the Employment Agreement 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. On and after the Second Amendment Effective Date, 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 Second Amendment.

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment as of the date first written above.

**BLUEPRINT MEDICINES CORPORATION**

By: /s/ Kathryn Haviland

Name: Kathryn Haviland

Title: President and Chief Executive Officer

**EXECUTIVE**

/s/ Percy Carter

Percy Carter Ph. D., MBA

**THIRD AMENDMENT TO EMPLOYMENT AGREEMENT**

This Third Amendment to Employment Agreement (this “Third Amendment”) is dated as of September 23, 2022 (the “Third Amendment Effective Date”), between Blueprint Medicines Corporation, a Delaware corporation (the “Company”), and Debra Durso-Bumpus (the “Executive”). Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Employment Agreement (as defined below).

WHEREAS, the Company and the Executive are parties to the Employment Agreement dated as of November 22, 2017, as amended by the First Amendment to Employment Agreement dated as of February 10, 2020, and the Second Amendment to Employment Agreement dated as of December 22, 2021 (collectively, the “Employment Agreement”); and

WHEREAS, the Company and the Executive desire to amend the Employment Agreement as set forth below;

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

“Incentive Compensation. During the Term, the Executive shall be eligible to earn cash incentive compensation as determined by the Board or the Compensation Committee from time to time. Effective as of January 1, 2022, Executive’s target annual incentive compensation shall be 50% of the Base Salary, subject to upward but not downward adjustment (except in connection with a proportional reduction in compensation to all or substantially all of the Company’s employees). The Board or Compensation Committee shall weigh its bonus determination as follows: 75% on Company performance and 25% on Executive’s individual performance, subject to adjustment as determined by the Board or the Compensation Committee from time to time. The Executive’s target annual incentive compensation in effect at any given time is referred to herein as “Target Incentive Compensation”; provided, that, for purposes of Section 5 hereof “Target Incentive Compensation” shall mean the Executive’s target annual incentive compensation then in effect or, if higher, in effect immediately prior to the Sale Event, and shall be applied to the Base Salary described in such section. To earn incentive compensation, the Executive must remain employed by the Company in good standing through the date such incentive compensation is paid.”

2. The Executive hereby gives express written consent in this Third 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 this Third Amendment.

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

4. This Third 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.

5. Except as amended hereby, the Employment Agreement remains in full force and effect and, as amended hereby, the Employment Agreement 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. On and after the Third Amendment Effective Date, 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 Third Amendment.

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment as of the date first written above.

**BLUEPRINT MEDICINES CORPORATION**

By: /s/ Kathryn Haviland

Name: Kathryn Haviland

Title: President and Chief Executive Officer

**EXECUTIVE**

/s/ Debra Durso-Bumpus

Debra Durso-Bumpus

## SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This Second Amendment to Employment Agreement (this “Second Amendment”) is dated as of September 23, 2022 (the “Second Amendment Effective Date”), between Blueprint Medicines Corporation, a Delaware corporation (the “Company”), and Ariel Hurley (the “Executive”). Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Employment Agreement (as defined below).

WHEREAS, the Company and the Executive are parties to the Employment Agreement dated as of March 6, 2019, as amended by the First Amendment to Employment Agreement dated as of December 22, 2021 (collectively, the “Employment Agreement”); and

WHEREAS, the Company and the Executive desire to amend the Employment Agreement as set forth below;

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

“Incentive Compensation. During the Term, the Executive shall be eligible to earn cash incentive compensation as determined by the Board or the Compensation Committee from time to time. As of January 1, 2022, Executive’s target annual incentive compensation shall be 30% of the Base Salary, subject to upward but not downward adjustment (except in connection with a proportional reduction in compensation to all or substantially all of the Company’s employees). The Board or Compensation Committee shall weigh its bonus determination as follows: 50% on Company performance and 50% on Executive’s individual performance, subject to adjustment as determined by the Board or the Compensation Committee from time to time. The Executive’s target annual incentive compensation in effect at any given time is referred to herein as “Target Incentive Compensation”; provided, that, for purposes of Section 5 hereof “Target Incentive Compensation” shall mean the Executive’s target annual incentive compensation then in effect or, if higher, in effect immediately prior to the Sale Event, and shall be applied to the Base Salary described in such section. To earn incentive compensation, the Executive must remain employed by the Company in good standing through the date such incentive compensation is paid.”

2. The Executive hereby gives express written consent in this Second 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 this Second Amendment.

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

4. This Second 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.

5. Except as amended hereby, the Employment Agreement remains in full force and effect and, as amended hereby, the Employment Agreement 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. On and after the Second Amendment Effective Date, 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 Second Amendment.

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment as of the date first written above.

**BLUEPRINT MEDICINES CORPORATION**

By: /s/ Kathryn Haviland

Name: Kathryn Haviland

Title: President and Chief Executive Officer

**EXECUTIVE**

/s/ Ariel Hurley

Ariel Hurley



**FIRST AMENDMENT TO  
AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

This First Amendment to Amended and Restated Employment Agreement (this “First Amendment”) is dated as of September 23, 2022 (the “First Amendment Effective Date”), between Blueprint Medicines Corporation, a Delaware corporation (the “Company”), and Philina Lee (the “Executive”). Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Employment Agreement (as defined below).

WHEREAS, the Company and the Executive are parties to the Amended and Restated Employment Agreement dated as of January 19, 2022 and effective as of April 4, 2022 (the “Employment Agreement”); and

WHEREAS, the Company and the Executive desire to amend the Employment Agreement as set forth below;

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 2 of the Employment Agreement shall be amended and restated as follows:

“2. Compensation and Related Matters.

(a) Base Salary. Effective as of the Effective Date, the Executive’s annual base salary shall be \$440,000.00. 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 Executive is serving in the Chief Commercial Officer role. The annual base salary in effect at any given time is referred to herein as “Base Salary.” The Base Salary shall be payable in a manner that is consistent with the Company’s usual payroll practices for senior executives.

(b) Equity. The Executive may be eligible to receive future equity awards under the Company’s 2015 Stock Option and Incentive Plan (as amended and/or restated from time to time) or such other equity plan as then in effect, in the sole discretion of the Board or the Compensation Committee.

(c) Incentive Compensation. During the Term, the Executive shall be eligible to earn cash incentive compensation as determined by the Board or the Compensation Committee from time to time. More specifically:

(i) Effective as of April 4, 2022, Executive’s target annual incentive compensation shall be 50% of the Base Salary, subject to upward but not downward adjustment (except in connection with a proportional reduction in compensation to all or substantially all of the Company’s employees). The Board or Compensation Committee shall weigh its bonus determination as follows: 75% on Company performance and 25% on Executive’s individual performance, subject to adjustment as determined by the Board or the Compensation Committee from time to time.

(ii) For the period of January 1, 2022 through April 3, 2022, the Executive is eligible to earn prorated incentive compensation under the Original Employment Agreement in connection with her services as Senior Vice President, Portfolio Strategy of the Company during such period, as determined by the Board or the Compensation Committee based on the Executive's target annual incentive compensation equal to 35% of her annual base salary as in effect during such period (and the Board or the Compensation Committee shall weigh its bonus determination 50% on Company performance and 50% on the Executive's individual performance), provided the Executive remains employed by the Company on the day such incentive compensation is paid.

(iii) The Executive's target annual incentive compensation in effect at any given time is referred to herein as "Target Incentive Compensation"; provided, that, for purposes of Section 5 hereof "Target Incentive Compensation" shall mean the Executive's target annual incentive compensation then in effect or, if higher, in effect immediately prior to the Sale Event, and shall be applied to the Base Salary described in such section. To earn incentive compensation, the Executive must remain employed by the Company in good standing through the date such incentive compensation is paid.

(d) Expenses. The Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by the Executive during the Term in performing services hereunder, in accordance with the policies and procedures then in effect and established by the Company for its senior executive officers.

(e) Other Benefits. During the Term, the Executive shall be eligible to participate in or receive benefits under the Company's employee benefit plans in effect from time to time, subject to the terms of such plans.

(f) Vacations. During the Term, the Executive shall be entitled to paid vacation in accordance with the Company's applicable policy."

2. The Executive hereby gives express written consent in this First 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 this First Amendment.

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

4. This First 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.

5. Except as amended hereby, the Employment Agreement remains in full force and effect and, as amended hereby, the Employment Agreement 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. On and after the First Amendment Effective Date, 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 First Amendment.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date first written above.

**BLUEPRINT MEDICINES CORPORATION**

By: /s/ Kathryn Haviland

Name: Kathryn Haviland

Title: President and Chief Executive Officer

**EXECUTIVE**

/s/ Philina Lee

Philina Lee