

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

Date of Report (Date of Earliest Event Reported): **November 9, 2016**

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**Blueprint Medicines Corporation**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-37359**  
(Commission File Number)

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

**38 Sidney Street, Suite 200**  
**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)

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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))
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**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

*Employment Agreement with Marion Dorsch, Ph.D. as Chief Scientific Officer*

On November 9, 2016, Blueprint Medicines Corporation (the “Company”) entered into an employment agreement with Marion Dorsch, Ph.D. pursuant to which Dr. Dorsch will serve as Chief Scientific Officer of the Company, effective November 21, 2016 (the “Effective Date”). Dr. Dorsch will succeed Christoph Lengauer, Ph.D., MBA, who will transition to the role of Executive Vice President effective as of the Effective Date.

Prior to joining the Company, Dr. Dorsch, age 51, served as Vice President of Biology at Agios Pharmaceuticals, Inc. (“Agios”). In this role, she was responsible for novel target validation, drug discovery, and biomarker strategy across Agios’ cancer, rare genetic diseases and immuno-oncology portfolios. During her tenure at Agios, Dr. Dorsch contributed to the successful advancement of several molecules targeting defined genetic lesions into clinical trials. Prior to joining Agios, Dr. Dorsch was the Director of Cancer Biology at Sanofi Oncology, where she oversaw drug discovery efforts. Earlier in her career, Dr. Dorsch served as research project leader for sonidegib (Odomzo<sup>®</sup>), now approved in the United States and European Union for the treatment of locally advanced basal cell carcinoma, at the Novartis Institutes for Biomedical Research and also worked in Inflammation Discovery at Millennium Pharmaceuticals, Inc. Dr. Dorsch received her Ph.D. in Tumor Immunology from the Free University of Berlin, Germany and was a postdoctoral fellow at Columbia University in New York.

Dr. Dorsch’s employment agreement provides for “at will” employment. Pursuant to the terms of her employment agreement, Dr. Dorsch is entitled to an annual base salary of \$355,000 and will receive an initial sign-on bonus of \$150,000 upon the commencement of her employment with the Company. Dr. Dorsch is also eligible for an annual performance bonus targeted at 35% of her base salary (commencing with a pro-rated bonus for 2016). Pursuant to the terms of her employment agreement, Dr. Dorsch will also be granted a stock option, effective as of the Effective Date, to purchase 110,000 shares of the Company’s common stock at an exercise price per share equal to the closing price of the Company’s common stock on the date of grant. The stock option will have a ten-year term and will vest as to 25% of the shares underlying the stock option on the first anniversary of the commencement of Dr. Dorsch’s employment with the Company and as to an additional 1/48<sup>th</sup> of the shares underlying the stock option monthly thereafter. Dr. Dorsch is eligible to participate in the employee benefit plans generally available to full-time employees, subject to the terms of those plans. Pursuant to the terms of her employment agreement, if Dr. Dorsch’s employment is terminated by us without cause (as defined in her employment agreement) or by Dr. Dorsch for good reason (as defined in her employment agreement), and subject to Dr. Dorsch’s execution of a release of potential claims against us, Dr. Dorsch will be entitled to receive: (i) a lump sum in cash in an amount equal to 12 months of base salary and (ii) a monthly cash payment for 12 months for medical and dental benefits or Dr. Dorsch’s COBRA health continuation period, whichever ends earlier. However, in the event that Dr. Dorsch’s employment is terminated by us without cause, or Dr. Dorsch terminates her employment with us for good reason, in either case within 12 months following the occurrence of a sale event (as defined in her employment agreement), in lieu of the severance payments and benefits described in the preceding sentence and subject to Dr. Dorsch’s execution of a release of potential claims against us, Dr. Dorsch will be entitled to receive: (i) a lump sum in cash in an amount equal to the sum of 12 months of Dr. Dorsch’s base salary then in effect plus Dr. Dorsch’s target annual incentive compensation for the year in which the termination occurs, (ii) a monthly cash payment for 12 months for medical and dental benefits or Dr. Dorsch’s COBRA health continuation period, whichever ends earlier, and (iii) full and immediate vesting and exercisability of all time-based stock options and other time-based stock-based awards held by Dr. Dorsch.

In connection with Dr. Dorsch’s appointment as Chief Scientific Officer, Dr. Dorsch will enter into the Company’s standard form of indemnification agreement, a copy of which was filed as Exhibit 10.12 to the Company’s Registration Statement on Form S-1 (File No. 333-202938) filed with the Securities and Exchange Commission on March 23, 2015. Pursuant to the terms of the indemnification agreement, the Company may be required, among other things, to indemnify Dr. Dorsch for some expenses, including attorneys’ fees, judgments, fines and settlement amounts incurred by her in any action or proceeding arising out of her service as one of our officers. Dr. Dorsch entered into a Non-Competition, Non-Solicitation, Confidentiality and Assignment Agreement, effective as of the Effective Date, that contains, among other things, non-competition and non-solicitation provisions that apply during the term of Dr. Dorsch’s employment and for 12 months thereafter.

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

The foregoing description of the employment agreement with Dr. Dorsch 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.

*Transition of Christoph Lengauer, Ph.D., MBA from Chief Scientific Officer to Executive Vice President*

On November 9, 2016, the Company also entered into a first amendment to employment agreement with Dr. Lengauer pursuant to which Dr. Lengauer shall transition from the role of Chief Scientific Officer into the role of Executive Vice President effective as of the Effective Date. In this role, Dr. Lengauer will drive an integrated approach to progressing the Company's portfolio of investigational drugs. Pursuant to the terms of the amendment, Dr. Lengauer will devote 100% of his full working time and efforts to the business and affairs of the Company through December 31, 2016, and effective as of January 1, 2017, Dr. Lengauer will devote 60% of his full working time and efforts to the business and affairs of the Company and Dr. Lengauer's annual base salary will be reduced to \$258,000.

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

A copy of the Company's press release announcing Dr. Dorsch's appointment as Chief Scientific Officer and Dr. Lengauer's transition to Executive Vice President is attached as Exhibit 99.1 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	Employment Agreement, dated November 9, 2016, by and between Blueprint Medicines Corporation and Marion Dorsch
10.2	First Amendment to Employment Agreement, dated November 9, 2016, by and between Blueprint Medicines Corporation and Christoph Lengauer
99.1	Press release issued by Blueprint Medicines Corporation on November 14, 2016

**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: November 14, 2016

By: /s/ Jeffrey W.

Albers

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Jeffrey W. Albers

Chief Executive Officer

**EXHIBIT INDEX**

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EXECUTION COPY**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is dated as of November 9, 2016, between Blueprint Medicines Corporation, a Delaware corporation (the “Company”), and Marion Dorsch (the “Executive”).

WHEREAS, the Company desires to employ the Executive and the Executive desires to be employed by the Company on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Employment.

(a) Term. The term of this Agreement shall commence on the Executive’s first day of employment, which shall be November 21, 2016 (the “Start Date”), and continue until terminated in accordance with the provisions of Section 3 (the “Term”).

(b) Position and Duties. During the Term, the Executive shall serve as the Chief Scientific Officer of the Company, and shall have such duties as are consistent with such position. The Executive shall report to the Chief Executive Officer of the Company (the “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. Compensation and Related Matters.

(a) Base Salary. During the Term, the Executive’s annual base salary shall be \$355,000. The Executive’s base salary shall be re-determined annually by the Board or the Compensation Committee of the Board and shall be subject to increase but not decrease while Executive is serving in the Chief Scientific 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) Sign On Bonus. Executive shall receive a one-time sign on bonus of \$150,000 (the “Sign On Bonus”). This payment shall be subject to legally required tax withholdings. Executive agrees that if she terminates her employment within 12 months of the Start Date, for any reason, and regardless of whether Executive has Good Reason (as defined in this Agreement) to terminate her employment, Executive shall repay the entire Sign On Bonus in accordance with the Company’s policies then in effect concerning such bonuses.

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(c) Equity. In connection with the commencement of the Executive's employment, Executive shall be granted an option to purchase 110,000 shares of the Company's common stock (the "Option"). The date of the grant and the exercise price shall be determined by using the closing price on the Start Date (the "Vesting Commencement Date"). The Option award shall be subject to the terms and conditions of the Company's then-current stock option plan and form of stock option agreement. The Options shall vest as follows: 25 percent of the shares shall vest and become exercisable on the first anniversary of the Vesting Commencement Date; thereafter, the remaining 75 percent of the shares shall vest and become exercisable in 36 equal monthly installments at the end of each month following the anniversary of the Vesting Commencement Date. Vesting shall be contingent upon Executive's continued full-time employment with the Company.

(d) Incentive Compensation. During the Term, the Executive shall be eligible to receive cash incentive compensation as determined by the Board or the Compensation Committee of the Board from time to time. Executive's target annual incentive compensation shall be 35 percent of her Base Salary (the "Target Incentive Compensation"). The Board shall weigh its bonus determination as follows: 75 percent on Company performance and 25 percent on Executive's individual performance. To earn incentive compensation, the Executive must be employed by the Company on the day such incentive compensation is paid. Due to the timing of the Start Date within the calendar year, for the year 2016 the Executive shall not be eligible to receive pro-rated incentive compensation.

(e) Expenses. The Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by her 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.

(f) 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.

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

3. Termination. During the Term, the Executive's employment hereunder may be terminated without any breach of this Agreement under the following circumstances:

(a) Death. The Executive's employment hereunder shall terminate upon her death.

(b) Disability. The Company may terminate the Executive's employment if she is disabled and unable to perform the essential functions of the Executive's then existing position or positions under this Agreement with or without reasonable accommodation for a period of 180 days (which need not be consecutive) in any 12-month period. If any question shall arise as to whether during any period the Executive is disabled so as to be unable to perform the essential functions of the Executive's then-existing position or positions with or without reasonable accommodation, the Executive may, and at the request of the Company

shall, submit to the Company a certification in reasonable detail by a physician selected by the Company to whom the Executive or the Executive's guardian has no reasonable objection as to whether the Executive is so disabled or how long such disability is expected to continue, and such certification shall for the purposes of this Agreement be conclusive of the issue. The Executive shall cooperate with any reasonable request of the physician in connection with such certification. If such question shall arise and the Executive shall fail to submit such certification, the Company's determination of such issue shall be binding on the Executive. Nothing in this Section 3(b) shall be construed to waive the Executive's rights, if any, under existing law including, without limitation, the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 *et seq.* and the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*

(c) Termination by Company for Cause. The Company may terminate the Executive's employment hereunder for Cause. For purposes of this Agreement, "Cause" shall mean: (i) conduct by the Executive constituting a material act of misconduct in connection with the performance of her duties, including, without limitation, misappropriation of funds or property of the Company or any of its subsidiaries or affiliates other than the occasional, customary and de minimis use of Company property for personal purposes; (ii) the commission by the Executive of any felony or a misdemeanor involving moral turpitude, deceit, dishonesty or fraud, or any conduct by the Executive that would reasonably be expected to result in material injury or reputational harm to the Company or any of its subsidiaries and affiliates if she were retained in her position; (iii) continued non-performance by the Executive of her duties hereunder (other than by reason of the Executive's physical or mental illness, incapacity or disability) which has continued for more than 30 days following written notice of such non-performance from the CEO; (iv) a material breach by the Executive of any of the provisions contained in Section 7 of this Agreement; (v) a material violation by the Executive of the Company's written employment policies; or (vi) failure to cooperate with a bona fide internal investigation or an investigation by regulatory or law enforcement authorities, after being instructed by the Company to cooperate, or the willful destruction or failure to preserve documents or other materials known to be relevant to such investigation or the inducement of others to fail to cooperate or to produce documents or other materials in connection with such investigation.

(d) Termination by the Company Without Cause. The Company may terminate the Executive's employment at any time without Cause. Any termination by the Company of the Executive's employment under this Agreement which does not constitute a termination for Cause under Section 3(c) and does not result from the death or disability of the Executive under Section 3(a) or (b) shall be deemed a termination by the Company without Cause.

(e) Termination by the Executive. The Executive may terminate her employment hereunder at any time for any reason, including but not limited to Good Reason. For purposes of this Agreement, "Good Reason" shall mean that the Executive has complied with the "Good Reason Process" (hereinafter defined) following the occurrence of any of the following events without the Executive's express written consent: (i) a material diminution in the Executive's responsibilities, authority or duties; (ii) a material diminution in the Executive's Base Salary and/or Target Incentive Compensation (unless such diminution is in



connection with a proportional reduction in compensation to all or substantially all of the Company's employees); (iii) a material change of more than 50 miles in the geographic location at which the Executive provides services to the Company; or (iv) the material breach of this Agreement by the Company. "Good Reason Process" shall mean that (i) the Executive reasonably determines in good faith that a "Good Reason" condition has occurred; (ii) the Executive notifies the Company in writing of the first occurrence of the Good Reason condition within 60 days of the first occurrence of such condition; (iii) the Executive cooperates in good faith with the Company's efforts, for a period not less than 30 days following such notice (the "Cure Period") to remedy the condition; (iv) notwithstanding such efforts, the Good Reason condition continues to exist; and (v) the Executive terminates her employment within 60 days after the end of the Cure Period. If the Company cures the Good Reason condition during the Cure Period, Good Reason shall be deemed not to have occurred.

(f) Notice of Termination. Except for termination as specified in Section 3(a), any termination of the Executive's employment by the Company or any such termination by the Executive shall be communicated by written Notice of Termination to the other party hereto. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon.

(g) Date of Termination. "Date of Termination" shall mean: (i) if the Executive's employment is terminated by her death, the date of her death; (ii) if the Executive's employment is terminated on account of disability under Section 3(b) or by the Company for Cause under Section 3(c), the date on which Notice of Termination is given; (iii) if the Executive's employment is terminated by the Company under Section 3(d), the date on which a Notice of Termination is given; (iv) if the Executive's employment is terminated by the Executive under Section 3(e) without Good Reason, 30 days after the date on which a Notice of Termination is given; and (v) if the Executive's employment is terminated by the Executive under Section 3(e) with Good Reason, the date on which a Notice of Termination is given after the end of the Cure Period. Notwithstanding the foregoing, in the event that the Executive gives a Notice of Termination to the Company, the Company may unilaterally accelerate the Date of Termination and such acceleration shall not result in a termination by the Company for purposes of this Agreement.

#### 4. Compensation Upon Termination.

(a) Termination Generally. If the Executive's employment with the Company is terminated for any reason, the Company shall pay or provide to the Executive (or to her authorized representative or estate) (i) any Base Salary earned through the Date of Termination, unpaid expense reimbursements (subject to, and in accordance with, Section 2(e) of this Agreement) and unused vacation that accrued through the Date of Termination on or before the time required by law but in no event more than 30 days after the Executive's Date of Termination; and (ii) any vested benefits the Executive may have under any employee benefit plan of the Company through the Date of Termination, which vested benefits shall be paid and/or provided in accordance with the terms of such employee benefit plans (collectively, the "Accrued Benefit").

(b) Termination by the Company Without Cause or by the Executive with Good Reason. During the Term, if the Executive's employment is terminated by the Company without Cause as provided in Section 3(d), or the Executive terminates her employment for Good Reason as provided in Section 3(e), then the Company shall pay the Executive her Accrued Benefit. In addition, subject to the Executive signing a separation agreement containing, among other provisions, a general release of claims in favor of the Company and related persons and entities, confidentiality, return of property and non-disparagement, in a form and manner satisfactory to the Company (the "Separation Agreement and Release") and the Separation Agreement and Release becoming irrevocable, all within 60 days after the Date of Termination:

(i) the Company shall pay the Executive an amount equal to one (1) times the Executive's Base Salary (the "Severance Amount"); and

(ii) if the Executive was participating in the Company's group health plan immediately prior to the Date of Termination and elects COBRA health continuation, then the Company shall pay to the Executive a monthly cash payment for twelve (12) months or the Executive's COBRA health continuation period, whichever ends earlier, in an amount equal to the monthly employer contribution that the Company would have made to provide health insurance to the Executive if the Executive had remained employed by the Company.

The amounts payable under this Section 4(b) shall be paid out in substantially equal installments in accordance with the Company's payroll practice over twelve (12) months commencing within 60 days after the Date of Termination; provided, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, the Severance Amount shall begin to be paid in the second calendar year by the last day of such 60-day period; provided, further, that the initial payment shall include a catch-up payment to cover amounts retroactive to the day immediately following the Date of Termination. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2).

The receipt of any severance payments or benefits pursuant to Section 4 will be subject to the Executive not violating the Restrictive Covenant Agreement (as defined below), the terms of which are hereby incorporated by reference. In the event the Executive breaches the Restrictive Covenant Agreement, in addition to all other legal and equitable remedies, the Company shall have the right to terminate or suspend all continuing payments and benefits to which the Executive may otherwise be entitled pursuant to Section 4 without affecting the Executive's release or the Executive's obligations under the Separation Agreement and Release

5. Sale Event Payment. These provisions are intended to assure and encourage in advance the Executive's continued attention and dedication to her assigned duties and her objectivity during the pendency and after the occurrence of any Sale Event (as defined below). These provisions shall apply in lieu of, and expressly supersede, the provisions of Section 4(b) regarding severance pay and benefits upon a termination of employment, if the Date of Termination occurs within twelve (12) months after the occurrence of the first event

constituting a Sale Event. These provisions shall terminate and be of no further force or effect beginning twelve (12) months after the occurrence of a Sale Event.

(a) Sale Event. During the Term, if within twelve (12) months after a Sale Event, the Executive's employment is terminated by the Company without Cause as provided in Section 3(d) or the Executive terminates her employment for Good Reason as provided in Section 3(e), then, subject to the signing of the Separation Agreement and Release by the Executive and the Separation Agreement and Release becoming irrevocable, all within 60 days after the Date of Termination,

(i) the Company shall pay the Executive a lump sum in cash in an amount equal to the sum of (A) one (1) times the Executive's current Base Salary (or the Executive's Base Salary in effect immediately prior to the Sale Event, if higher) plus (B) one (1) times the Executive's Target Incentive Compensation; and

(ii) if the Executive was participating in the Company's group health plan immediately prior to the Date of Termination and elects COBRA health continuation, then the Company shall pay to the Executive a monthly cash payment for twelve (12) months or the Executive's COBRA health continuation period, whichever ends earlier, in an amount equal to the monthly employer contribution that the Company would have made to provide health insurance to the Executive if the Executive had remained employed by the Company; and

(iii) all time-based stock options and other time-based stock-based awards held by the Executive shall accelerate and become fully exercisable or nonforfeitable as of the Date of Termination; provided that, if any stock options or other stock-based awards held by the Executive prior to the Start Date have accelerated vesting terms that are more favorable to the Executive than those set forth in this Section 5(a)(iii), the vesting terms of those stock options or other stock-based awards shall apply as opposed to the accelerated vesting terms set forth in this Section 5(a)(iii) solely with respect to such awards.

The amounts payable under Section 5(a)(i) and (ii) shall be paid or commence to be paid within 60 days after the Date of Termination; provided however, that if the 60-day period begins in one calendar year and ends in a second calendar year, such payment shall be paid or commence to be paid in the second calendar year by the last day of such 60-day period.

(b) Additional Limitation.

(i) Anything in this Agreement to the contrary notwithstanding, in the event that the amount of any compensation, payment or distribution by the Company to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, calculated in a manner consistent with Section 2800 of the Internal Revenue Code of 1986, as amended (the "Code") and the applicable regulations thereunder (the "Aggregate Payments"), would be subject to the excise tax imposed by Section 4999 of the Code, then the

Aggregate Payments shall be reduced (but not below zero) so that the sum of all of the Aggregate Payments shall be \$1.00 less than the amount at which the Executive becomes subject to the excise tax imposed by Section 4999 of the Code; provided that such reduction shall only occur if it would result in the Executive receiving a higher After Tax Amount (as defined below) than the Executive would receive if the Aggregate Payments were not subject to such reduction. In such event, the Aggregate Payments shall be reduced in the following order, in each case, in reverse chronological order beginning with the Aggregate Payments that are to be paid the furthest in time from consummation of the transaction that is subject to Section 2800 of the Code: (1) cash payments not subject to Section 409A of the Code; (2) cash payments subject to Section 409A of the Code; (3) equitybased payments and acceleration; and (4) non-cash forms of benefits; provided that in the case of all the foregoing Aggregate Payments all amounts or payments that are not subject to calculation under Treas. Reg. §1.2800-1, Q&A-24(b) or (c) shall be reduced before any amounts that are subject to calculation under Treas. Reg. §1.2800-1, Q&A- 24(b) or (c).

(ii) For purposes of this Section S(b), the “After Tax Amount” means the amount of the Aggregate Payments less all federal, state, and local income, excise and employment taxes imposed on the Executive as a result of the Executive’s receipt of the Aggregate Payments. For purposes of determining the After Tax Amount, the Executive shall be deemed to pay federal income taxes at the highest marginal rate of federal income taxation applicable to individuals for the calendar year in which the determination is to be made, and state and local income taxes at the highest marginal rates of individual taxation in each applicable state and locality, net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes.

(iii) The determination as to whether a reduction in the Aggregate Payments shall be made pursuant to Section 5(b)(i) shall be made by a nationally recognized accounting firm selected by the Company (the “Accounting Firm”), which shall provide detailed supporting calculations both to the Company and the Executive within 15 business days of the Date of Termination, if applicable, or at such earlier time as is reasonably requested by the Company or the Executive. Any determination by the Accounting Firm shall be binding upon the Company and the Executive.

(c) Sale Event Definition. For purposes of this Section 5, “Sale Event” shall mean (i) the sale of all or substantially all of the assets of the Company on a consolidated basis to an unrelated person or entity, (ii) a merger, reorganization or consolidation pursuant to which the holders of the Company’s outstanding voting power and outstanding stock immediately prior to such transaction do not own a majority of the outstanding voting power and outstanding stock or other equity interests of the resulting or successor entity (or its ultimate parent, if applicable) immediately upon completion of such transaction, (iii) the sale of all of the stock of the Company to an unrelated person, entity or group thereof acting in concert, or (iv) any other transaction in which the owners of the Company’s outstanding voting power immediately prior to such transaction do not own at least a majority of the outstanding

voting power of the Company or any successor entity immediately upon completion of the transaction other than as a result of the acquisition of securities directly from the Company.

Notwithstanding the foregoing, a “Sale Event” shall not be deemed to have occurred for purposes of the foregoing clauses (ii) and (iv) solely as the result of an acquisition of securities by the Company which, by reducing the number of shares of voting securities outstanding, increases the proportionate number of voting securities beneficially owned by any person to 50 percent or more of the combined voting power of all of the then outstanding voting securities; provided, however, that if any person referred to in this sentence shall thereafter become the beneficial owner of any additional shares of voting securities (other than pursuant to a stock split, stock dividend, or similar transaction or as a result of an acquisition of securities directly from the Company) and immediately thereafter beneficially owns 50 percent or more of the combined voting power of all of the then outstanding voting securities, then a “Sale Event” shall be deemed to have occurred for purposes of the foregoing clauses (ii) and (iv).

6. Section 409A.

(a) Anything in this Agreement to the contrary notwithstanding, if at the time of the Executive’s separation from service within the meaning of Section 409A of the Code, the Company determines that the Executive is a “specified employee” within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent any payment or benefit that the Executive becomes entitled to under this Agreement on account of the Executive’s separation from service would be considered deferred compensation otherwise subject to the 20 percent additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, such payment shall not be payable and such benefit shall not be provided until the date that is the earlier of (A) six months and one day after the Executive’s separation from service, or (B) the Executive’s death. If any such delayed cash payment is otherwise payable on an installment basis, the first payment shall include a catch-up payment covering amounts that would otherwise have been paid during the six-month period but for the application of this provision, and the balance of the installments shall be payable in accordance with their original schedule.

(b) All in-kind benefits provided and expenses eligible for reimbursement under this Agreement shall be provided by the Company or incurred by the Executive during the time periods set forth in this Agreement. All reimbursements shall be paid as soon as administratively practicable, but in no event shall any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred. The amount of in-kind benefits provided or reimbursable expenses incurred in one taxable year shall not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any other taxable year (except for any lifetime or other aggregate limitation applicable to medical expenses). Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(c) To the extent that any payment or benefit described in this Agreement constitutes “non-qualified deferred compensation” under Section 409A of the Code, and to the extent that such payment or benefit is payable upon the Executive’s termination of

employment, then such payments or benefits shall be payable only upon the Executive's "separation from service." The determination of whether and when a separation from service has occurred shall be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h).

(d) The parties intend that this Agreement will be administered in accordance with Section 409A of the Code. To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner so that all payments hereunder comply with Section 409A of the Code. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section J.409A-2(b)(2). The parties agree that this Agreement may be amended, as reasonably requested by either party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party.

(e) The Company makes no representation or warranty and shall have no liability to the Executive or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

7. Restrictive Covenants. The Executive agrees to the terms of the Non-Solicitation, Confidentiality and Assignment Agreement, dated as of the Start Date, by and between the Company and the Executive (the "Restrictive Covenant Agreement"), the terms of which are hereby incorporated by reference as material terms of this Agreement.

8. Arbitration of Disputes. Any controversy or claim arising out of or relating to this Agreement or the breach thereof or otherwise arising out of the Executive's employment or the termination of that employment (including, without limitation, any claims of unlawful employment discrimination whether based on age or otherwise) shall, to the fullest extent permitted by law, be settled by arbitration in any forum and form agreed upon by the parties or, in the absence of such an agreement, under the auspices of the American Arbitration Association ("AAA") in Boston, Massachusetts in accordance with the Employment Dispute Resolution Rules of the AAA, including, but not limited to, the rules and procedures applicable to the selection of arbitrators. In the event that any person or entity other than the Executive or the Company may be a party with regard to any such controversy or claim, such controversy or claim shall be submitted to arbitration subject to such other person or entity's agreement. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This Section 8 shall be specifically enforceable. Notwithstanding the foregoing, this Section 8 shall not preclude either party from pursuing a court action for the sole purpose of obtaining a temporary restraining order or a preliminary injunction in circumstances in which such relief is appropriate; provided that any other relief shall be pursued through an arbitration proceeding pursuant to this Section 8.

9. Consent to Jurisdiction. To the extent that any court action is permitted consistent with or to enforce Section 8 of this Agreement, the parties hereby consent to the jurisdiction of

the Superior Court of the Commonwealth of Massachusetts and the United States District Court for the District of Massachusetts. Accordingly, with respect to any such court action, the Executive (a) submits to the personal jurisdiction of such courts; (b) consents to service of process; and (c) waives any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction or service of process.

10. Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements between the parties concerning such subject matter; provided that the Restrictive Covenant Agreement is expressly preserved and incorporated by reference herein.

11. Withholding. All payments made by the Company to the Executive under this Agreement shall be net of any tax or other amounts required to be withheld by the Company under applicable law.

12. Successor to the Executive. This Agreement shall inure to the benefit of and be enforceable by the Executive's personal representatives, executors, administrators, heirs, distributees, devisees and legatees. In the event of the Executive's death after her termination of employment but prior to the completion by the Company of all payments due to her under this Agreement, the Company shall continue such payments to the Executive's beneficiary designated in writing to the Company prior to her death (or to her estate, if the Executive fails to make such designation).

13. Enforceability. If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14. Survival. The provisions of this Agreement shall survive the termination of this Agreement and/or the termination of the Executive's employment to the extent necessary to effectuate the terms contained herein.

15. Waiver. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

16. Notices. Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and delivered in person or sent by a nationally recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt requested, to the Executive at the last address the Executive has filed in

writing with the Company or, in the case of the Company, at its main offices, attention of the Board.

17. Amendment. This Agreement may be amended or modified only by a written instrument signed by the Executive and by a duly authorized representative of the Company.

18. Governing Law. This is a Massachusetts contract and shall be construed under and be governed in all respects by the laws of the Commonwealth of Massachusetts, without giving effect to the conflict of laws principles of such Commonwealth. With respect to any disputes concerning federal law, such disputes shall be determined in accordance with the law as it would be interpreted and applied by the United States Court of Appeals for the First Circuit.

19. Counterparts. This Agreement 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.

20. Successor to the Company. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company expressly to assume and agree to perform this Agreement to the same extent that the Company would be required to perform it if no succession had taken place. Failure of the Company to obtain an assumption of this Agreement at or prior to the effectiveness of any succession shall be a material breach of this Agreement.

*[Signature page follows]*



IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date and year first above written.

**BLUEPRINT MEDICINES CORPORATION**

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

**EXECUTIVE**

/s/ Marion Dorsch  
Marion Dorsch

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**EXECUTION COPY****FIRST AMENDMENT TO EMPLOYMENT AGREEMENT**

This First Amendment to Employment Agreement (this “**First Amendment**”) is dated as of November 9, 2016, between Blueprint Medicines Corporation, a Delaware corporation (the “**Company**”), and Christoph Lengauer (the “**Executive**”). Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Employment Agreement (as defined herein). This First Amendment shall be effective as of November 21, 2016 (the “**Effective Date**”).

WHEREAS, the Company and the Executive are parties to the Employment Agreement dated as of November 6, 2015 (the “**Employment Agreement**”); and

WHEREAS, the Company and the Executive desire to amend the Employment Agreement as set forth below in connection with Executive’s mutually agreed-upon transition to a new employment role at the Company;

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. Commencing on the Effective Date, the Executive shall no longer serve as the Company’s Chief Scientific Officer but, instead, shall transition into the role of Executive Vice President. As Executive Vice President, Executive shall perform services for the Company as determined by the Company’s Chief Executive Officer (“CEO”). The Executive acknowledges and agrees that his role as Executive Vice President may change from time to time, and such changes shall not constitute “Good Reason” as defined herein unless they constitute a material diminution in the Executive’s responsibilities, authority or duties as Executive Vice President in the aggregate. As Executive Vice President, the Executive shall devote one hundred percent (100%) of his full working time and efforts to the business and affairs of the Company through and including December 31, 2016 and effective as of January 1, 2017, the Executive will devote sixty percent (60%) of his full working time and efforts to the business and affairs of the Company. After January 1, 2017, the Executive may engage in outside professional activities including by serving on other boards of directors, provided such activities do not pose a conflict of interest and are approved in advance by the Board of Directors of the Company (the “Board”). The Executive may also engage in religious, charitable, or other community activities as long as such services and activities do not materially interfere with the Executive’s performance of his duties to the Company as provided in this Agreement.

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

Base Salary. The Executive's annual base salary shall be \$430,000 until January 1, 2017 when the Executive's annual base salary shall be reduced to \$258,000.13 (the "Base Salary"). The Executive's base salary shall be re-determined annually by the Board or the Compensation Committee and shall be subject to increase but not decrease while serving in the role as Executive Vice President. 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.

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

Vacations. Commencing on January 1, 2017, the Executive shall be entitled to accrue paid vacation in accordance with the Company's applicable policy, pro-rated based on his part-time status.

4. The second sentence of Section 3(d) of the Employment Agreement shall be amended and restated as follows:

For purposes of this Agreement, "Good Reason" shall mean that the Executive has complied with the "Good Reason Process" (hereinafter defined) following the occurrence of any of the following events without the Executive's express written consent: (i) subject to Section 1(b) of this Agreement, a material diminution in the Executive's responsibilities, authority or duties without the Executive's consent; (ii) a material diminution in the Executive's Base Salary and/or Target Incentive Compensation without the Executive's consent (unless such diminution is in connection with a proportional reduction in compensation to all or substantially all of the Company's employees); (iii) a material change of more than 50 miles in the geographic location at which the Executive provides services to the Company; or (iv) the material breach of this Agreement by the Company."

5. The Executive hereby gives his 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 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 First Amendment and shall not be eligible to receive the Severance Amount and monthly COBRA cash payment as detailed in Section 4(b) of the Employment Agreement based on such a resignation.

6. 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.

7. The Executive hereby reaffirms his obligations under the terms of the Non-Solicitation, Non-Competition, Confidentiality and Assignment Agreement, dated as of November 25, 2011, by and between the Company and the Executive (the “**Restrictive Covenant Agreement**”), the terms of which are hereby are incorporated by reference as material terms of this First Amendment.

8. 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.

9. Except as amended hereby, the Employment Agreement remains in full force and effect and the Employment Agreement, as amended, represents the entire agreement among Executive and the Company, and there are no other agreements, written or oral, relating to the subject matter hereof. 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.

*[Signature page on following page]*

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

**BLUEPRINT MEDICINES CORPORATION**

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

**EXECUTIVE**

/s/ Christoph Lengauer  
Christoph Lengauer

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**Blueprint Medicines Announces Appointment of Marion Dorsch, Ph.D. as Chief Scientific Officer and the Transition of Christoph Lengauer, Ph.D., MBA, to a Newly Created Executive Vice President Role**

*-- Effective November 21, 2016 --*

CAMBRIDGE, Mass., November 14, 2016 – Blueprint Medicines Corporation (NASDAQ: BPMC), a leader in discovering and developing targeted kinase medicines for patients with genomically defined diseases, today announced that Marion Dorsch, Ph.D., will succeed Christoph Lengauer, Ph.D., MBA, as Chief Scientific Officer, effective November 21, 2016. Dr. Dorsch will join the executive management team and will be responsible for setting the scientific strategy and priorities for Blueprint Medicines, as well as overseeing day-to-day research operations. Dr. Lengauer will transition to the role of Executive Vice President where he will drive an integrated approach to progressing Blueprint Medicines' portfolio of investigational drugs.

"I am delighted to welcome Marion to Blueprint. She is a seasoned leader with a deep understanding of human biology and a wealth of experience identifying novel drug targets for cancer and rare genetic diseases, including significant experience in cancer immunology," said Jeff Albers, Chief Executive Officer of Blueprint Medicines. "Her expertise driving drug discovery across both internal and partnered programs will be invaluable as we continue to explore the vast potential of kinase therapies. I am thrilled to have someone of Marion's caliber and experience join our team, and I look forward to her contributions as we expand our efforts to improve the lives of patients who need new treatment options."

"Christoph's passion, vision and insights have been critical to Blueprint Medicines' success to date, and I look forward to him bringing that same energy to his new role where he will continue to be a catalyst in the company's success," continued Mr. Albers. "Christoph is renowned throughout the industry as an expert in precision medicine, and in his new position, Christoph will continue to inform our strategy as well as drive an integrated approach to moving our compounds from discovery through development at a critical time for Blueprint as we progress our broad pipeline."

Dr. Dorsch joins Blueprint Medicines from Agios Pharmaceuticals, Inc. (Agios) where she served as Vice President of Biology. In this role, she was responsible for novel target validation, drug discovery, and biomarker strategy across Agios' cancer, rare genetic diseases and immuno-oncology portfolios. During her tenure at Agios, Dr. Dorsch contributed to the successful advancement of several molecules targeting defined genetic lesions into clinical trials. Prior to joining Agios, Dr. Dorsch was the Director of Cancer Biology at Sanofi Oncology, where she oversaw drug discovery efforts. Earlier in her career, Dr. Dorsch served as research project leader for sonidegib (Odomzo), now approved in the U.S. and EU for the treatment of locally advanced basal cell carcinoma, at the Novartis Institutes for Biomedical Research and also worked in Inflammation Discovery at Millennium Pharmaceuticals. Dr. Dorsch received her Ph.D. in Biology from the Free University of Berlin, Germany and was a postdoctoral fellow at Columbia University in New York.

"I am thrilled to join Blueprint Medicines at this exciting time," said Dr. Dorsch. "The company's novel drug discovery approach has demonstrated a unique ability to target both validated genomic drivers of disease, that have historically proven tough to address scientifically, as well as programs directed towards novel targets resulting from Blueprint's genomic insights. I believe Blueprint Medicines has multiple potential

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opportunities to expand its pipeline, and I look forward to working with the company's scientists to further leverage Blueprint's proprietary compound library to evaluate the role of unexplored kinases in driving disease."

"Marion and I worked together closely at both Novartis and Sanofi, and I cannot imagine anyone better suited to take on the role of Chief Scientific Officer at Blueprint Medicines. Marion is a talented scientist and an excellent leader, making her the perfect fit to direct and continue to build the science organization. I am personally very excited to have the opportunity to work with Marion again, and believe our complementary contributions will best position Blueprint in its mission to bring transformative medicines to patients," said Dr. Lengauer. "I am also thrilled to be staying intimately involved with Blueprint in a role that has the unique strategic imperative to integrate cross functional efforts across the exceptional talents throughout Blueprint and to balance our focus between the broad strategic view and day-to-day execution on our exciting pipeline of investigational drugs."

### **About Blueprint Medicines**

Blueprint Medicines is developing a new generation of targeted kinase medicines to improve the lives of patients with genomically defined diseases. The Company's approach is rooted in a deep understanding of the genetic blueprint of cancer and other diseases driven by the abnormal activation of kinases. Blueprint Medicines is advancing three programs in clinical development for subsets of patients with gastrointestinal stromal tumors, hepatocellular carcinoma and systemic mastocytosis, as well as multiple programs in research and preclinical development. For more information, please visit [www.blueprintmedicines.com](http://www.blueprintmedicines.com).

### **Cautionary Note Regarding Forward-Looking Statements**

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, as amended, including, without limitation, statements regarding Blueprint Medicines' strategy, business plans and focus. The words "may," "will," "could," "would," "should," "expect," "plan," "anticipate," "intend," "believe," "estimate," "predict," "project," "potential," "continue," "target" and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words. Any forward-looking statements in this press release are based on management's current expectations and beliefs and are subject to a number of risks, uncertainties and important factors that may cause actual events or results to differ materially from those expressed or implied by any forward-looking statements contained in this press release, including, without limitation, risks and uncertainties related to the delay of any current or planned clinical trials or the development of Blueprint Medicines' drug product candidates, including BLU-285 and BLU-554; Blueprint Medicines' advancement of multiple early-stage efforts; Blueprint Medicines' ability to successfully demonstrate the efficacy and safety of its drug product candidates; the preclinical and clinical results for Blueprint Medicines' drug product candidates, which may not support further development of such drug product candidates; and actions of regulatory agencies, which may affect the initiation, timing and progress of clinical trials; Blueprint Medicines' ability to develop and commercialize companion diagnostics for its current and future drug candidates, including companion diagnostics for BLU-554 with Ventana Medical Systems, Inc. and for BLU-285 with QIAGEN Manchester Limited; and the success of Blueprint Medicines' rare genetic disease collaboration with Alexion Pharma Holding and its cancer immunotherapy collaboration with F. Hoffmann-La Roche Ltd and Hoffmann-La Roche Inc. These and other risks and uncertainties are described in greater detail in the section entitled "Risk Factors" in Blueprint Medicines' Quarterly Report on Form 10-Q for the quarter ended September 30, 2016, as filed

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with the Securities and Exchange Commission (SEC) on November 10, 2016, and other filings that Blueprint Medicines may make with the SEC in the future. Any forward-looking statements contained in this press release represent Blueprint Medicines' views only as of the date hereof and should not be relied upon as representing its views as of any subsequent date. Blueprint Medicines explicitly disclaims any obligation to update any forward-looking statements.

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