
**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): **December 22, 2021**

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

Effective December 22, 2021, 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, which were approved by the Compensation Committee of the Board of Directors of the Company. The changes contained in the amendments are consistent with the Company’s industry peer group and were recommended to the Compensation Committee by Radford, its independent compensation consultant.

The amendment to Jeffrey W. Albers’ employment agreement (the “CEO Amendment”) revises the terms related to termination benefits upon a change in control. Under the CEO Amendment, in the event that Mr. Albers’ employment is terminated by the Company without cause (as defined in Mr. Albers’ existing employment agreement), or Mr. Albers terminates his employment with the Company for good reason (as defined in Mr. Albers’ existing employment agreement), in either case within 12 months following the occurrence of a sale event (as defined in Mr. Albers’ existing employment agreement), subject to Mr. Albers’ execution of a release of potential claims against the Company, he will be entitled to receive: (i) a lump sum in cash in an amount equal to the sum of (A) two (2) times his base salary then in effect plus (B) two (2) times his target annual incentive compensation for the year in which the termination occurs, (ii) a monthly cash payment for 24 months for medical and dental benefits or Mr. Albers’ 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 Mr. Albers.

The amendments to the employment agreements with the named executive officers and officers of the Company other than Mr. Albers (the “Non-CEO Amendments”), revise the terms related to termination benefits upon a change in control. Under the Non-CEO Amendments, in the event that the executive’s employment is terminated by the Company without cause (as defined in the existing employment agreements), or the executive terminates his or her employment with the Company for good reason (as defined in the existing employment agreements), in either case within 12 months following the occurrence of a sale event (as defined in the existing employment agreements), subject to the executive’s execution of a release of potential claims against the Company, the executive will be entitled to receive: (i) a lump sum in cash in an amount equal to the sum of (A) one and one-half (1.5) times the executive base salary then in effect plus (B) one and one-half (1.5) times the executive’s target annual incentive compensation for the year in which the termination occurs, (ii) a monthly cash payment for 18 months for medical and dental benefits or the executive’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 the executive.

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

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
<u>10.1</u>	<u>First Amendment to Employment Agreement, dated December 22, 2021, by and between the Registrant and Jeffrey W. Albers</u>
<u>10.2</u>	<u>Second Amendment to Employment Agreement, dated December 22, 2021, by and between the Registrant and Michael Landsittel</u>
<u>10.3</u>	<u>First Amendment to Employment Agreement, dated December 22, 2021, by and between the Registrant and Fouad Namouni</u>
<u>10.4</u>	<u>Second Amendment to Employment Agreement, dated December 22, 2021, by and between the Registrant and Kathryn Haviland</u>
<u>10.5</u>	<u>First Amendment to Employment Agreement, dated December 22, 2021, by and between the Registrant and Tracey L. McCain</u>
<u>10.6</u>	<u>First Amendment to Employment Agreement, dated December 22, 2021, by and between the Registrant and Christina Rossi</u>
<u>10.7</u>	<u>First Amendment to Amended and Restated Employment Agreement, dated December 22, 2021, by and between the Registrant and Becker Hewes</u>
<u>10.8</u>	<u>First Amendment to Employment Agreement, dated December 22, 2021, by and between the Registrant and Christopher Murray</u>
<u>10.9</u>	<u>First Amendment to Employment Agreement, dated December 22, 2021, by and between the Registrant and Percy H. Carter</u>
<u>10.10</u>	<u>Second Amendment to Employment Agreement, dated December 22, 2021, by and between the Registrant and Debra Durso-Bumpus</u>
<u>10.11</u>	<u>First Amendment to Employment Agreement, dated December 22, 2021, by and between the Registrant and Ariel Hurley</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document and incorporated as Exhibit 101)

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: December 23, 2021

By: /s/ Jeffrey W. Albers
Jeffrey W. Albers
Chief Executive Officer

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement (this “**First Amendment**”) is entered into as of December 22, 2021 (the “**Amendment Effective Date**”), between Blueprint Medicines Corporation, a Delaware corporation (the “**Company**”), and Jeffrey W. Albers (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 6, 2015 (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 5(a) of the Employment Agreement shall be amended and restated as follows:

“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 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) two (2) 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) two (2) times the Executive’s Target Incentive Compensation ((A) and (B) together, the “Change in Control Payment”); and

(ii) if the Executive was participating in the Company’s group health (medical, dental and/or vision) 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 twenty-four (24) 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 non-forfeitable as of the Date of Termination; provided that, if any stock options or other stock-based awards held by the Executive prior to the Effective 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.”

2. 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.

3. 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.

4. 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 Amendment Effective Date.

BLUEPRINT MEDICINES CORPORATION

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

EXECUTIVE

/s/ Jeffrey W. Albers
Jeffrey W. Albers

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This Second Amendment to Employment Agreement (this “**Second Amendment**”) is entered into as of December 22, 2021 (the “**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 (effective as of January 30, 2019) (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 5(a) of the Employment Agreement shall be amended and restated as follows:

“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 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 and one-half (1.5) 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 and one-half (1.5) times the Executive’s Target Incentive Compensation; and

(ii) if the Executive was participating in the Company’s group health (medical, dental and/or vision) 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 eighteen (18) 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 non-forfeitable as of the Date of Termination; provided that, if any stock options or other stock-based awards held by the Executive prior to the Effective 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.”

2. 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.

3. 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.

4. 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 Amendment Effective Date.

BLUEPRINT MEDICINES CORPORATION

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

EXECUTIVE

/s/ Michael Landsittel
Michael Landsittel

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement (this “**First Amendment**”) is entered into as of December 22, 2021 (the “**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 (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 5(a) of the Employment Agreement shall be amended and restated as follows:

“Sale Event. During the Term, if during the Protection Period, the Executive’s employment is terminated by the Company without Cause as provided in Section 3(d) or the Executive terminates 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 and one-half (1.5) 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 and one-half (1.5) times the Executive’s Target Incentive Compensation ((A) and (B) together, the “Change in Control Payment”), provided any Change in Control Payment shall be less the Restrictive Covenants Agreement Setoff, if applicable; and

(ii) if the Executive was participating in the Company’s group health (medical, dental and/or vision) 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 eighteen (18) 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 non-forfeitable as of the Date of Termination; provided that, if any stock options or other stock-based awards held by the Executive prior to the Effective 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.”

2. 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.

3. 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.

4. 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 Amendment Effective Date.

BLUEPRINT MEDICINES CORPORATION

By: /s/ Jeffrey W. Albers
Name: Jeffrey W. Albers
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 entered into as of December 22, 2021 (the “**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 Employment Agreement dated as of March 10, 2016, as amended by the First Amendment to Employment Agreement dated as of January 30, 2019 (effective as of January 30, 2019) (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 5(a) of the Employment Agreement shall be amended and restated as follows:

“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 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 and one-half (1.5) 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 and one-half (1.5) times the Executive’s Target Incentive Compensation; and

(ii) if the Executive was participating in the Company’s group health (medical, dental and/or vision) 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 eighteen (18) 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 non-forfeitable as of the Date of Termination; provided that, if any stock options or other stock-based awards held by the Executive prior to the Effective 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.”

2. 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.

3. 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.

4. 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 Amendment Effective Date.

BLUEPRINT MEDICINES CORPORATION

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

EXECUTIVE

/s/ Kathryn Haviland
Kathryn Haviland

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement (this “**First Amendment**”) is entered into as of December 22, 2021 (the “**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 (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 5(a) of the Employment Agreement shall be amended and restated as follows:

“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 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 and one-half (1.5) 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 and one-half (1.5) times the Executive’s Target Incentive Compensation; and

(ii) if the Executive was participating in the Company’s group health (medical, dental and/or vision) 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 eighteen (18) 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 non-forfeitable as of the Date of Termination; provided that, if any stock options or other stock-based awards held by the Executive prior to the Effective 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.”

2. 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.

3. 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.

4. 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 Amendment Effective Date.

BLUEPRINT MEDICINES CORPORATION

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

EXECUTIVE

/s/ Tracey McCain
Tracey McCain

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement (this “**First Amendment**”) is entered into as of December 22, 2021 (the “**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 Employment Agreement dated as of October 29, 2018 (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 5(a) of the Employment Agreement shall be amended and restated as follows:

“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 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 and one-half (1.5) 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 and one-half (1.5) times the Executive’s Target Incentive Compensation ((A) and (B) together, the “Change in Control Payment”), provided any Change in Control Payment shall be less the Restrictive Covenants Agreement Setoff, if applicable; and

(ii) if the Executive was participating in the Company’s group health (medical, dental and/or vision) 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 eighteen (18) 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 non-forfeitable as of the Date of Termination; provided that, if any stock options or other stock-based awards held by the Executive prior to the Effective 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.”

2. 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.

3. 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.

4. 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 Amendment Effective Date.

BLUEPRINT MEDICINES CORPORATION

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

EXECUTIVE

/s/ Christina Rossi
Christina Rossi

FIRST AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This First Amendment to Amended and Restated Employment Agreement (this “**First Amendment**”) is entered into as of December 22, 2021 (the “**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 (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 5(a) of the Employment Agreement shall be amended and restated as follows:

“Sale Event. During the Term, if during the Protection Period, the Executive’s employment is terminated by the Company without Cause as provided in Section 3(d) or the Executive terminates 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 and one-half (1.5) 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 and one-half (1.5) times the Executive’s Target Incentive Compensation ((A) and (B) together, the “Change in Control Payment”), provided any Change in Control Payment shall be less the Restrictive Covenants Agreement Setoff, if applicable; and

(ii) if the Executive was participating in the Company’s group health (medical, dental and/or vision) 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 eighteen (18) 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 non-forfeitable as of the Date of Termination; provided that, if any stock options or other stock-based awards held by the Executive prior to the Effective 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.”

2. 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.

3. 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.

4. 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 Amendment Effective Date.

BLUEPRINT MEDICINES CORPORATION

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

EXECUTIVE

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

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement (this “**First Amendment**”) is entered into as of December 22, 2021 (the “**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 (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 5(a) of the Employment Agreement shall be amended and restated as follows:

“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 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 and one-half (1.5) 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 and one-half (1.5) times the Executive’s Target Incentive Compensation; and

(ii) if the Executive was participating in the Company’s group health (medical, dental and/or vision) 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 eighteen (18) 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 non-forfeitable as of the Date of Termination; provided that, if any stock options or other stock-based awards held by the Executive prior to the Effective 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.”

2. 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.

3. 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.

4. 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 Amendment Effective Date.

BLUEPRINT MEDICINES CORPORATION

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

EXECUTIVE

/s/ Chris Murray
Chris Murray

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement (this “**First Amendment**”) is entered into as of December 22, 2021 (the “**Amendment Effective Date**”), between Blueprint Medicines Corporation, a Delaware corporation (the “**Company**”), and Percy H. 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 entered into on April 27, 2021 (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 5(a) of the Employment Agreement shall be amended and restated as follows:

“Sale Event. During the Term, if during the Protection Period, the Executive’s employment is terminated by the Company without Cause as provided in Section 3(d) or the Executive terminates 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 and one-half (1.5) 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 and one-half (1.5) times the Executive’s Target Incentive Compensation ((A) and (B) together, the “Change in Control Payment”), provided any Change in Control Payment shall be less the Restrictive Covenants Agreement Setoff, if applicable; and

(ii) if the Executive was participating in the Company’s group health (medical, dental and/or vision) 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 eighteen (18) 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 non-forfeitable as of the Date of Termination; provided that, if any stock options or other stock-based awards held by the Executive prior to the Effective 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.”

2. 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.

3. 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.

4. 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 Amendment Effective Date.

BLUEPRINT MEDICINES CORPORATION

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

EXECUTIVE

/s/ Percy H. Carter
Percy H. Carter, Ph. D., MBA

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This Second Amendment to Employment Agreement (this “**Second Amendment**”) is entered into as of December 22, 2021 (the “**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 (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 5(a) of the Employment Agreement shall be amended and restated as follows:

“**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 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 and one-half (1.5) 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 and one-half (1.5) times the Executive’s Target Incentive Compensation; and

(ii) if the Executive was participating in the Company’s group health (medical, dental and/or vision) 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 eighteen (18) 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 non-forfeitable as of the Date of Termination; provided that, if any stock options or other stock-based awards held by the Executive prior to the Effective 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.”

2. 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.

3. 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.

4. 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 Amendment Effective Date.

BLUEPRINT MEDICINES CORPORATION

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

EXECUTIVE

/s/ Debra Durso-Bumpus
Debra Durso-Bumpus

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement (this “**First Amendment**”) is entered into as of December 22, 2021 (the “**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 (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 5(a) of the Employment Agreement shall be amended and restated as follows:

“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 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 and one-half (1.5) 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 and one-half (1.5) times the Executive’s Target Incentive Compensation; and

(ii) if the Executive was participating in the Company’s group health (medical, dental and/or vision) 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 eighteen (18) 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 non-forfeitable as of the Date of Termination; provided that, if any stock options or other stock-based awards held by the Executive prior to the Effective 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.”

2. 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.

3. 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.

4. 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 Amendment Effective Date.

BLUEPRINT MEDICINES CORPORATION

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

EXECUTIVE

/s/ Ariel Hurley
Ariel Hurley