

**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): **June 28, 2019**

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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.)

**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)

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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))

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

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**Item 1.01 Entry into a Material Definitive Agreement.**

On June 28, 2019, Blueprint Medicines Corporation (the “Company”) entered into a fifth amendment to its collaboration and license agreement, as amended, with F. Hoffmann-La Roche Ltd and Hoffmann-La Roche Inc. (collectively, “Roche”), pursuant to which the Company and Roche agreed to modify certain time periods related to the screening activities under the collaboration and modify certain criteria related to leftover targets under the collaboration.

The foregoing description of the material terms of the fifth amendment to the collaboration and license agreement with Roche is qualified in its entirety by reference to the complete text of such amendment, a copy of which is attached as Exhibit 10.1 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	<a href="#"><u>Fifth Amendment to Collaboration and License Agreement, effective June 28, 2019, by and among F. Hoffmann-La Roche Ltd, Hoffmann-La Roche Inc. and Blueprint Medicines Corporation</u></a>

**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: July 3, 2019

By: /s/ Tracey L.  
McCain

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Tracey L. McCain  
Chief Legal Officer

[\*\*\*] Certain information in this document has been omitted from this exhibit because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

## FIFTH AMENDMENT TO COLLABORATION AND LICENSE AGREEMENT

This Fifth Amendment (this "**Amendment**"), effective June 28, 2019 ("**Fifth Amendment Effective Date**"), is by and between F. Hoffmann-La Roche Ltd, with an office and place of business at Grenzacherstrasse 124, 4070 Basel, Switzerland and Hoffmann-La Roche Inc., with an office and place of business at 150 Clove Road, Suite 8, Little Falls, New Jersey 07424, U.S.A. (together referred to as "**Roche**") and Blueprint Medicines Corporation, located at 45 Sidney Street, Cambridge, Massachusetts 02139 U.S.A. ("**BPM**"). Capitalized terms used and not otherwise defined in this Amendment shall have the meanings set forth in the Agreement (as defined below).

WHEREAS, BPM and Roche entered into a Collaboration and License Agreement, dated March 14, 2016, as amended by an amendment, effective April 15, 2016, a second amendment, effective April 27, 2016, a third amendment, effective August 4, 2016, and a fourth amendment, effective February 25, 2019 (collectively, the "**Agreement**"); and

WHEREAS, the Parties wish to [\*\*\*];

NOW THEREFORE, Roche and BPM hereby agree as follows:

1. The first sentence of Section 4.1.6 of the Agreement shall be deleted in its entirety and replaced by the following:

"Part 2 shall start with Screening of Library Compounds selected by both Parties (e.g., the diversity set comprised in BPM Technology) in both assays performed by BPM (Jurkat-cell based) and by Roche ([\*\*\*]), and the screening and validation phase of Part 2 [\*\*\*] shall end as follows: [\*\*\*]."

2. The definition of "Leftover Targets" in Section 1.73 of the Agreement shall be amended by deleting it in its entirety and replacing it with the following Section 1.73:

### "1.73 Leftover Targets

The term "Leftover Targets" shall mean (a) those Collaboration Targets for which an Option Right has not been exercised by Roche, including those (i) in the Pool after the JRC's right to replace Collaboration Targets in the Pool has ended pursuant to Section 4.1.6 and/or (ii) that have been replaced with a new Collaboration Target [\*\*\*]."

This Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or other electronic signature) 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.

This Amendment shall be effective as of the Fifth Amendment Effective Date. On and after the Fifth Amendment Effective Date, each reference in the Agreement to "this Agreement," "hereunder," "hereof," "herein" or words of like import, and each similar reference in the other documents entered into in connection with the Agreement, shall mean and be a reference to the Agreement, as amended by this Amendment. Except as specifically amended above, the

Agreement shall remain in full force and effect in accordance with its terms and is hereby ratified and confirmed.

This Amendment shall be governed by and construed in accordance with the laws of the State of New York, without reference to its conflict of laws principles, and shall not be governed by the United Nations Convention of International Contracts on the Sale of Goods (the Vienna Convention).

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives.

**Blueprint Medicines Corporation**

/s/ Jeffrey W. Albers

Name: Jeffrey W. Albers

Title: Chief Executive Officer

**F. Hoffmann-La Roche Ltd**

/s/ Stefan Arnold

Name: Stefan Arnold

Title: Head Legal Pharma

/s/ Barbara Luekel

Name: Barbara Luekel

Title: Global Head of Research Technologies Partnering

**Hoffmann-La Roche Inc.**

/s/ John P. Parise

Name: John P. Parise

Title: Authorized Signatory