
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported): January 30, 2017

MYOKARDIA, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-37609
(Commission
File Number)

44-550552
(I.R.S. Employer
Identification No.)

333 Allerton Ave.
South San Francisco, CA 94080
(Address of principal executive offices, including zip code)

(650) 741-0900
(Registrant's telephone number, including area code)

Not Applicable
(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))
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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.

(c)

Effective on January 31, 2017, the Board of Directors of MyoKardia, Inc. (the “Company”) appointed June Lee, M.D. as the Company’s chief operating officer.

Prior to joining the Company and since April 2011, Dr. Lee, 50, served on the faculty of the University of California, San Francisco (“UCSF”), where she was director of the Catalyst program at the Clinical and Translational Science Institute and a professor in the School of Medicine, and was responsible for overall strategy and operations for enabling and supporting translational research at the university. Catalyst is an internal UCSF accelerator for therapeutics, devices, diagnostics, and digital health technologies. Prior to UCSF, Dr. Lee was a disease area lead, early clinical development, at Genentech, Inc. from 2006 to 2011, where she was responsible for all strategy and activities as well as management of staff, budget, and resource allocation in the early clinical development group in multiple therapeutic areas. Dr. Lee served as a medical director in the clinical development group at Genentech, Inc. from 2004 to 2006, where she was responsible for clinical activities for licensed product of the company. Dr. Lee holds a B.A. in chemistry from Johns Hopkins University and an M.D. from the University of California, Davis.

There are no understandings or arrangements between Dr. Lee and any other person pursuant to which she was appointed as chief operating officer of the Company, and Dr. Lee has no material interest in any transaction or proposed transaction in which the Company is or is to be a party. Dr. Lee has no family relationship with any director or executive officer of the Company.

The Company entered into an at-will employment offer letter agreement with Dr. Lee, dated December 2, 2016 (the “Employment Agreement”), pursuant to which Dr. Lee would become employed as Chief Operating Officer of the Company. A copy of the Employment Agreement is filed as Exhibit 10.1 to this report on Form 8-K. Effective on her start date of January 31, 2017 (the “Employment Start Date”), in her position as Chief Operating Officer, Dr. Lee is entitled to receive an annual base salary of \$385,000 and is eligible to receive an annual performance bonus, with a target bonus amount of 40% of her annual base salary. Dr. Lee’s base salary is subject to adjustment pursuant to the Company’s employee compensation policies in effect from time to time. In addition, Dr. Lee is eligible to receive a sign-on bonus of \$50,000.

Pursuant to the Employment Agreement, the Company agreed to grant Dr. Lee an option to purchase 150,000 shares of the Company’s common stock under the Company’s 2015 Stock Option and Incentive Plan (the “Plan”). 25% of the option shares will vest on the first anniversary of the Employment Start Date and the balance will vest in equal quarterly installments over the next three years, subject to Dr. Lee’s continued service to the Company through each vesting date. Also pursuant to the Employment Agreement, the Company agreed to grant Dr. Lee an additional option to purchase 25,000 shares of the Company’s common stock under the Plan. Such option will vest in accordance with certain performance goals as set forth in the Employment Agreement.

In addition, Dr. Lee is eligible to participate in the Company’s Change in Control Policy as in effect from time to time. In accordance with the policy’s terms, if Dr. Lee’s employment is terminated without Cause (as defined in the Plan) within one year after the closing of a Sale Event (as defined in the Plan), then, subject to her execution of a severance agreement and a general release of claims, Dr. Lee will receive the following benefits: (a) full acceleration of vesting of her outstanding equity awards under the Plan (as set forth in the Plan); (b) a lump sum equal to twelve months of her then-current base salary; (c) a lump sum equal to her then-current target bonus; and (d) if she is participating in the Company group health plan immediately prior to termination and elects COBRA, a monthly cash payment for twelve months equal to the Company’s monthly premium contribution.

The foregoing summary of the Employment Agreement does not purport to be complete and is qualified in its entirety by reference to the complete Employment Agreement, which is attached as Exhibit 10.1 and incorporated herein by reference.

(b)

On January 30, 2017, Steven Chan, the Company’s Vice President, Finance and Corporate Controller, announced his intention to resign from this position and as the Company’s principal accounting officer, which will become effective on or about February 24, 2017.

Item 7.01 Regulation FD Disclosure

On February 1, 2017, the Company issued a press release announcing Dr. Lee’s appointment as chief operating officer of the Company. A copy of this press release is furnished as Exhibit 99.1 to this report on Form 8-K.

The information in this Item 7.01 and Exhibit 99.1 attached hereto is intended to be furnished and shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934 (the “Exchange Act”) or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933 or the Exchange Act, except as expressly set forth by specific reference in such filing.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Offer Letter by and between MyoKardia, Inc. and June Lee, dated December 2, 2016
99.1	Press Release issued by MyoKardia, Inc. on February 1, 2017, furnished herewith

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.

Date: February 1, 2017

MyoKardia, Inc.

By: /s/ Jacob Bauer

Jacob Bauer

Senior Vice President, Finance & Corporate Development

(principal financial officer)

EXHIBIT INDEX

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333 Allerton Ave
South San Francisco, CA 94080
PHONE (650) 741-0900
FAX (650) 741-0901
MYOKARDIA.COM

December 2, 2016

June Lee, MD

Dear June,

We are pleased to offer you the position of Chief Operating Officer with MyoKardia, Inc. Your compensation will be \$16,041.67, semi-monthly, which is equal to \$385,000.00 annualized, payable in accordance with the Company's standard payroll schedule. This position will report directly to me and is a full-time position. While you render services to the Company, you will not engage in any other employment, consulting or other business activity (whether full-time or part-time) that would create a conflict of interest with the Company. By signing this letter, you confirm to the Company that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Company.

Cash Compensation: This salary will be subject to adjustment pursuant to the Company's employee compensation policies in effect from time to time. In addition, the company has a performance-based variable cash bonus program. Subject to an acceptable level of corporate performance, the Board of Directors may approve payment of performance bonuses after the first of next year. If bonuses are paid, your target percentage will be 40% of your salary as the basis for calculating your bonus. Your actual bonus will depend on your own and the company's performance for the year just completed. Bonuses will be pro-rated for partial years of service and only if you are hired prior to October 1 of the current year.

As part of your offer, we are pleased to offer you a sign-on bonus of \$50,000.00. This bonus will be paid in one lump sum within sixty-days of your hire date. This sign-on bonus is taxable, and all regular payroll taxes will be withheld. In the event that you leave MyoKardia within 12 months of your hire date, you will be responsible for reimbursing the company for the entire bonus amount.

Employee Benefits: As a regular employee of the Company, you will be eligible to participate in a number of Company-sponsored benefits, including 401(k) Retirement and Investment Plan and also in ESPP (Employee Stock Purchase Plan) during scheduled enrollment periods. In addition, you will be entitled to 20 days of paid time off in accordance with the Company's policy. You can also review additional benefit information in the attached MyoKardia Employee Benefits Information Guide 2017.

Stock Options: Subject to the approval of the Compensation Committee, you will be granted an option to purchase 150,000 shares of the Company's Common Stock. The exercise price per share will be equal to the closing price of the Company's Common Stock as reported on NASDAQ as of the first trading day of the month following the later of (a) your date of hire or (b) the date of approval by the Compensation Committee. The option will be subject to the terms and conditions applicable to options granted under the Company's 2015 Stock Option and Incentive Plan (the "Plan"), as described in the Plan and the applicable stock option agreement. You will vest in 25% of the option shares after 12 months of continuous employment, and the balance will vest in equal monthly installments over the next 36 months of continuous employment, as described in the applicable stock option agreement.



Performance Based Options: Subject to the approval of the Compensation Committee, you will be granted an option to purchase 25,000 shares of the Company's Common Stock. The exercise price per share will be equal to the closing price of the Company's Common Stock as reported on NASDAQ as of the first trading day of the month following the later of (a) your date of hire or (b) the date of approval by the Compensation Committee. The option will be subject to the terms and conditions applicable to options granted under the Company's 2015 Stock Option and Incentive Plan (the "Plan"), as described in the Plan and the applicable stock option agreement. You will vest in accordance with the Performance Milestones outlined in Exhibit C.

Change in Control Benefits: As a senior leader, you will be eligible for the benefits available to members of the Company's senior management team pursuant to the terms and conditions of the Company's Change in Control Policy (as the same may be amended from time to time), a copy of which will be made available to you upon request.

Employee Confidentiality and Assignment Agreement: You will be required, as a condition of your employment with the Company, to sign the Company's standard Employee Confidentiality and Assignment Agreement, a copy of which is attached.

Background Check: The Company may conduct a background or reference check (or both). If so, then you agree to cooperate fully in those procedures, and this offer is subject to the Company's approving the outcome of those checks, in the discretion of the Company.

Employment Relationship: Employment with the Company is for no specific period of time. Your employment with the Company will be "at will," meaning that either you or the Company may terminate your employment at any time and for any reason, with or without cause. Any contrary representations that may have been made to you are superseded by this letter agreement. This is the full and complete agreement between you and the Company on this term. Although your job duties, title, reporting relationship, compensation and benefits, as well as the Company's personnel policies and procedures, may change from time to time, the "at will" nature of your employment may only be changed in an express written agreement signed by you and a *duly* authorized officer of the Company (other than you).

Taxes: All forms of compensation referred to in this letter agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law. You agree that the Company does not have a duty to design its compensation policies in a manner that minimizes your tax liabilities, and you will not make any claim against the Company or its Board of Directors related to tax liabilities arising from your compensation.

Interpretation, Amendment and Enforcement: This letter agreement, the Employee Confidentiality and Assignment Agreement and Exhibit A constitute the complete agreement between you and the Company, contain all of the terms of your employment with the Company and supersede any prior agreements, representations or understandings (whether written, oral or implied) between you and the Company. This letter agreement may not be amended or modified, except by an express written agreement signed by both you and a duly authorized officer of the Company. The terms of this letter agreement and the resolution of any disputes as to the meaning, effect, performance or validity of this letter agreement or arising out of, related to, or in any way connected with, this letter agreement, your employment with the Company or any other relationship between you and the Company will be governed by California law, excluding laws relating to conflicts or choice of law.

We look forward to working with you, and hope that you will accept our offer to join the Company. You may indicate your agreement with these terms and accept this offer by signing and dating both the enclosed duplicate original of this letter agreement and the enclosed Proprietary Information and Inventions Agreement and return these documents to the Human Resources Department to confirm your acceptance no later than December 5, 2016, as this offer, if not accepted, will expire at the close of business on December 5, 2016. As required by law, your employment with the Company is contingent upon your providing legal proof of your identity and authorization to work in the United States. We would like your official start date to be on or before February 1, 2017.



June Lee, MD
December 2, 2016
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If you have any questions, please do not hesitate to contact me at 650-741-7796.

Very truly yours,

/s/ Tassos Gianakakos
Tassos Gianakakos
Chief Executive Officer

ACKNOWLEDGMENT AND ACCEPTANCE OF THE TERMS STATED ABOVE:

/s/ June Lee, MD
June Lee, MD

2/1/16
Agreed upon start date

Attachment

Employee Confidentiality and Assignment Agreement
Exhibit A – Prior Inventions
Exhibit B – California Labor Code (reference)
Exhibit C – Performance Option Grant Vesting Milestones



Exhibit C – Performance Option Grant Vesting Milestones

Vesting to be performance goal driven – linked to key program objectives and shall vest with respect to 25% each of the following:

- (a) upon the Company's receipt of a designation for Accelerated Approval from the FDA for MYK-461 on or before September 30, 2017;
- (b) upon the Company's completion of pre-registration studies for MYK-461 (i.e. only one pivotal left), as determined by the Board, on or before June 30, 2018;
- (c) upon the Company's demonstration of clinical proof-of-mechanism for non-obstructed HCM, as determined by the Board, on or before December 31, 2018; and
- (d) upon the Company's demonstration of clinical proof-of-concept for DCM- I, as determined by the Board, on or before December 31, 2017.



**MyoKardia Announces Appointment of June Lee, M.D., as Chief Operating Officer and Radhika Tripuraneni, M.D., as Vice President, Medical Affairs**

SOUTH SAN FRANCISCO, Calif. – Feb. 1, 2017 – MyoKardia, Inc. (Nasdaq: MYOK), a clinical stage biopharmaceutical company pioneering a precision medicine approach for the treatment of heritable cardiovascular diseases, today announced the appointment of June Lee, M.D., as chief operating officer, and Radhika Tripuraneni, M.D., as vice president, medical affairs.

“I am thrilled to welcome these two exceptional life sciences leaders to the MyoKardia team at this pivotal time as we expand our pipeline and advance new clinical candidates,” said Tassos Gianakakos, chief executive officer. “Their expertise and counsel will broaden our base of leadership and support our mission to change the world for patients with serious cardiovascular disease.”

Dr. Lee, the Company’s new chief operating officer, comes to MyoKardia with significant early-stage development and portfolio experience. She will be accountable for establishing MyoKardia’s portfolio planning function, as well as leading the project management and project team leader functions.

Previously, Dr. Lee was on the faculty of the University of California, San Francisco (UCSF), where she was director of the Catalyst program at the Clinical and Translational Science Institute and a professor at the School of Medicine. Catalyst is an internal UCSF accelerator for therapeutics, devices, diagnostics, and digital health technologies. A key focus of Dr. Lee’s work was identifying the most compelling discovery research and enabling and supporting its commercialization. Previously, she worked in early clinical development in cardiovascular, metabolism, respiratory, and infectious diseases at Genentech.

Dr. Lee completed her undergraduate work in chemistry at the Johns Hopkins University and earned her M.D. degree at the School of Medicine at University of California, Davis.

Dr. Radhika Tripuraneni, vice president, medical affairs, will lead MyoKardia’s medical affairs function, furthering the Company’s development of rare cardiovascular therapeutics. Dr. Tripuraneni brings more than 10 years of experience across multiple therapeutic areas, including rare and cardiovascular diseases, with particularly valuable expertise building medical affairs teams in diseases where no approved therapies exist.

Most recently, Dr. Tripuraneni was vice president, medical affairs, at Synageva BioPharma (later Alexion Pharmaceuticals) where she worked closely with physicians, medical societies and patient groups to further disease awareness and support clinical trial enrollment and execution. Previously, she was a cardiovascular medical director at Gilead Sciences, and served as global medical director and global medical affairs lead for two therapeutic areas at Genzyme.



Dr. Tripuraneni holds undergraduate degrees in business administration and liberal arts, and an M.D. degree from The University of Missouri. She did her surgical internship at Beth Israel Deaconess Medical Center in Boston, a major teaching hospital of Harvard Medical School. She earned a master's of public health degree from Harvard University.

About MyoKardia

MyoKardia is a clinical stage biopharmaceutical company pioneering a precision medicine approach to discover, develop and commercialize targeted therapies for the treatment of serious and rare cardiovascular diseases. MyoKardia's initial focus is on the treatment of heritable cardiomyopathies, a group of rare, genetically-driven forms of heart failure that result from biomechanical defects in cardiac muscle contraction. MyoKardia has used its precision medicine platform to generate a pipeline of therapeutic programs for the chronic treatment of the two most prevalent forms of heritable cardiomyopathy—hypertrophic cardiomyopathy, or HCM, and dilated cardiomyopathy, or DCM. MyoKardia's most advanced product candidate, MYK-461, is an orally-administered small molecule designed to reduce excessive cardiac muscle contractility leading to HCM and has been evaluated in three Phase 1 clinical trials. MyoKardia is currently studying MYK-461 in the Phase 2 PIONEER-HCM trial in symptomatic, obstructive HCM (oHCM), a subset of HCM for which the U.S. Food and Drug Administration (FDA) has granted Orphan Drug Designation. MYK-491, the second clinical candidate generated by MyoKardia's product engine, is designed to increase the overall force of the heart's contraction in DCM patients by increasing cardiac contractility. MyoKardia is currently evaluating MYK-491 in a Phase 1 study in healthy volunteers; topline data is expected in the third quarter of 2017. A cornerstone of the MyoKardia platform is the Sarcomeric Human Cardiomyopathy Registry, or SHaRe, a multi-center, international repository of clinical and laboratory data on individuals and families with genetic heart disease, which MyoKardia helped form in 2014. MyoKardia believes that SHaRe, currently consisting of data from approximately 10,000 individuals, is the world's largest registry of patients with heritable cardiomyopathies. MyoKardia's mission is to change the world for patients with serious cardiovascular disease through bold and innovative science. For more information, please visit www.myokardia.com.

Investor Contact:

Beth DelGiacco
Stem Investor Relations, Inc.
212-362-1200
beth@stemir.com

Media Contact:

Steven Cooper
Edelman
415-486-3264
steven.cooper@edelman.com