

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

Executive Officer Transition

On January 19, 2019, Katrine S. Bosley, President and Chief Executive Officer of Editas Medicine, Inc. (the “Company” or “Editas”), notified the Company that she will step down from her position as President and Chief Executive Officer of the Company. In order to ensure a smooth transition, the Company entered into a letter agreement with Ms. Bosley effective as of January 19, 2019 pursuant to which Ms. Bosley agreed to a transition period as President and Chief Executive Officer ending March 1, 2019 and also entered into an Advisory Service Agreement to be effective as of March 1, 2019. The Advisory Service Agreement provides that the Company will pay Ms. Bosley a fee of \$56,000 per month and that Ms. Bosley will be eligible to receive COBRA contributions from the Company through February 28, 2020. In addition, Ms. Bosley will be eligible to receive a bonus for 2018 equal to her target bonus times the percentage achievement of the Company’s 2018 goals as assessed by the Board of Directors of the Company. The Advisory Service Agreement terminates December 31, 2019, unless sooner terminated according to its terms. Ms. Bosley also resigned as a member of the Company’s Board of Directors on January 19, 2019.

In connection with Ms. Bosley’s separation, the Board approved the appointment of Cynthia Collins, age 60, a director of the Company, as interim Chief Executive Officer effective March 1, 2019. Ms. Collins previously served as the Chief Executive Officer of Human Longevity, Inc. (“Human Longevity”), a genomics company, from January 2017 to December 2017. Prior to joining Human Longevity, Ms. Collins served as the Chief Executive Officer and GM of the Cell Therapy and Lab Business division of GE Healthcare Life Sciences, a division of General Electric Company (“GE Healthcare”), a global digital industrial company, from April 2015 to December 2016, as the CEO, IVD, of Clariant Diagnostics, Inc., a division of GE Healthcare, from October 2013 to April 2015, as Chief Executive Officer and director of GenVec, Inc., a public biopharmaceutical company, from May 2012 to September 2013 and as Group Vice President, Cellular Analysis of Beckman Coulter, a global supplier of diagnostic solutions, from 2007 to 2011. Ms. Collins also serves on the boards of directors of: Cavidis AB, a private research and clinical diagnostics company, since March 2018; Triumvira Immunologics, Inc., a private biotechnology company, since April 2018; DermTech, Inc., a private diagnostics company, since September 2018; and Biocare Medical, LLC, a private instrumentation and reagents company, since September 2018. Ms. Collins received a BS, Microbiology from the University of Illinois, Urbana and an MBA from The University of Chicago Booth School of Business.

On January 20, 2019, the Company and Ms. Collins entered into a Consulting Agreement (the “Consulting Agreement”) with respect to Ms. Collins’ service during the transition period and as interim Chief Executive Officer. The Consulting Agreement is effective as of February 1, 2019 and terminates upon the earlier of July 31, 2019 or the appointment of a permanent Chief Executive Officer (the “Consultation Period”). The Consulting Agreement provides for payment to Ms. Collins of consulting fees of \$100,000 per month and the grant of a restricted stock unit (“RSU”) award under the Company’s 2015 Stock Incentive Plan (the “2015 Plan”), subject to the terms and conditions of the Company’s form of restricted stock unit agreement, for a number of shares equal to \$180,000 divided by the closing price of the Company’s common stock on January 31, 2019. The RSUs will vest on the earliest of (i) July 31, 2019, (ii) the appointment by the Board of Directors of a permanent Chief Executive Officer or (iii) the termination of the Consulting Agreement by the Company other than for breach by Ms. Collins. Under the Consulting Agreement, Ms. Collins will also be eligible to receive a special bonus payable in the form of performance shares or another equity award, which bonus will be determined in the sole discretion of the Organization, Leadership and Compensation Committee of the Board of Directors, based upon achievement of goals as set by such committee during the Consultation Period.

On January 22, 2019, the Company issued a press release announcing Ms. Bosley’s plan to step down and the appointment of Ms. Collins as interim Chief Executive Officer. A copy of the press release is attached as Exhibit 99.1 to this report.

Adoption of Form of RSU Agreement; Named Executive Officer Grant

On January 18, 2019, the Board of Directors approved a form of RSU award agreement under the 2015 Plan for use by the Company in connection with RSU awards. Each RSU represents the right to receive in the future one share of the Company's common stock, subject to the terms and conditions of the applicable RSU award agreement. Each RSU award will vest in accordance with the schedule determined at the time of grant, subject to the recipient's continued service to the Company. The form of RSU award agreement is attached as Exhibit 10.1 to this report and is incorporated herein by reference.

On January 18, 2019, the Board of Directors approved the grant, effective January 31, 2019, to Charles Albright, Ph.D., the Company's Chief Scientific Officer, of an RSU under the Company's 2015 Plan, subject to the terms and conditions of the Company's form of RSU award agreement, for that number of shares equal to \$390,653 divided by the closing price of the Company's common stock on January 31, 2019, which RSU shall vest on January 31, 2020, provided that if Dr. Albright's employment with the Company is terminated without cause (as such term is defined in the Company's Severance Benefits Plan) prior to the vesting date, the RSU shall vest in full upon such termination.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Form of Restricted Stock Unit Award Agreement under 2015 Stock Incentive Plan
99.1	Press release issued by the Company on January 22, 2019

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

EDITAS MEDICINE, INC.

Date: January 22, 2019

By: /s/ Andrew A.F. Hack

Andrew A.F. Hack

Chief Financial Officer

EDITAS MEDICINE, INC.
RESTRICTED STOCK UNIT AGREEMENT

Editas Medicine, Inc. (the “Company”) hereby grants the following restricted stock units pursuant to its 2015 Stock Incentive Plan. The terms and conditions attached hereto are also a part hereof.

Notice of Grant

Name of recipient (the “ <u>Participant</u> ”):	
Grant Date:	
Number of Restricted Stock Units (“ <u>RSUs</u> ”) granted:	
Number, if any, of RSUs that vest immediately on the grant date:	
RSUs that are subject to vesting schedule:	
Vesting Start Date:	

Vesting Schedule:

All vesting is dependent on the Participant continuing to perform services ¹ for the Company, as provided herein.	

This grant of RSUs satisfies in full all commitments that the Company has to the Participant with respect to the issuance of stock, stock options or other equity securities.

Participant

Editas Medicine, Inc.

 [Name]

By: _____
 Name:
 Title:

 Street Address

 City/State/Zip Code

¹ This form of agreement provides for continued vesting based on any kind of services (i.e., employment, consulting, director). Please confirm whether that is appropriate or whether vesting should be based solely on continued employment.

Editas Medicine, Inc.

Restricted Stock Unit Agreement
Incorporated Terms and Conditions

For valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

1. Award of Restricted Stock Units.

In consideration of services rendered and to be rendered to the Company, by the Participant, the Company has granted to the Participant, subject to the terms and conditions set forth in this Restricted Stock Unit Agreement (this "Agreement") and in the Company's 2015 Stock Incentive Plan (the "Plan"), an award with respect to the number of restricted shares units (the "RSUs") set forth in the Notice of Grant that forms part of this Agreement (the "Notice of Grant"). Each RSU represents the right to receive one share of common stock, \$0.0001 par value per share, of the Company (the "Common Stock") upon vesting of the RSU, subject to the terms and conditions set forth herein.

2. Vesting.

The RSUs shall vest in accordance with the Vesting Schedule set forth in the Notice of Grant (the "Vesting Schedule"). Upon the vesting of the RSU, the Company will deliver to the Participant, for each RSU that becomes vested, one share of Common Stock, subject to the payment of any taxes pursuant to Section 7. The Common Stock will be delivered to the Participant as soon as practicable following each vesting date, but in any event within 30 days of such date.

3. Forfeiture of Unvested RSUs Upon Cessation of Service.

In the event that the Participant ceases to perform services to the Company for any reason or no reason, with or without cause, all of the RSUs that are unvested as of the time of such cessation shall be forfeited immediately and automatically to the Company, without the payment of any consideration to the Participant, effective as of such cessation. The Participant shall have no further rights with respect to the unvested RSUs or any Common Stock that may have been issuable with respect thereto. If the Participant provides services to a subsidiary of the Company, any references in this Agreement to provision of services to the Company shall instead be deemed to refer to service with such subsidiary.

4. Restrictions on Transfer.

The Participant shall not sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise (collectively "transfer") any RSUs, or any interest therein. The Company shall not be required to treat as the owner of any RSUs or issue any Common Stock to any transferee to whom such RSUs have been transferred in violation of any of the provisions of this Agreement.

5. Rights as a Shareholder.

The Participant shall have no rights as a stockholder of the Company with respect to any shares of Common Stock that may be issuable with respect to the RSUs until the issuance of the shares of Common Stock to the Participant following the vesting of the RSUs.

6. Provisions of the Plan.

This Agreement is subject to the provisions of the Plan, a copy of which is furnished to the Participant with this Agreement.

7. Tax Matters.

(a) Acknowledgments; No Section 83(b) Election. The Participant acknowledges that he or she is responsible for obtaining the advice of the Participant's own tax advisors with respect to the award of RSUs and the Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents with respect to the tax consequences relating to the RSUs. The Participant understands that the Participant (and not the Company) shall be responsible for the Participant's tax liability that may arise in connection with the acquisition, vesting and/or disposition of the RSUs. The Participant acknowledges that no election under Section 83(b) of the Internal Revenue Code, as amended, is available with respect to RSUs.

(b) Withholding. The Participant acknowledges and agrees that the Company has the right to deduct from payments of any kind otherwise due to the Participant any federal, state, local or other taxes of any kind required by law to be withheld with respect to the vesting of the RSUs. At such time as the Participant is not aware of any material nonpublic information about the Company or the Common Stock, the Participant shall execute the instructions set forth in Exhibit A attached hereto (the "Automatic Sale Instructions") as the means of satisfying such tax obligation. If the Participant does not execute the Automatic Sale Instructions prior to an applicable vesting date, then the Participant agrees that if under applicable law the Participant will owe taxes at such vesting date on the portion of the Award then vested the Company shall be entitled to immediate payment from the Participant of the amount of any tax required to be withheld by the Company. The Company shall not deliver any shares of Common Stock to the Participant until it is satisfied that all required withholdings have been made.

8. Miscellaneous.

(a) Authority of Compensation Committee. In making any decisions or taking any actions with respect to the matters covered by this Agreement, the Compensation Committee shall have all of the authority and discretion, and shall be subject to all of the protections, provided for in the Plan. All decisions and actions by the Compensation Committee with respect to this Agreement shall be made in the Compensation Committee's discretion and shall be final and binding on the Participant.

(b) No Right to Continued Service. The Participant acknowledges and agrees that, notwithstanding the fact that the vesting of the RSUs is contingent upon his or her continued service to the Company, this Agreement does not constitute an express or implied

promise of continued service relationship with the Participant or confer upon the Participant any rights with respect to a continued service relationship with the Company.

(c) Section 409A. The RSUs awarded pursuant to this Agreement are intended to be exempt from or comply with the requirements of Section 409A of the Internal Revenue Code and the Treasury Regulations issued thereunder (“Section 409A”). The delivery of shares of Common Stock on the vesting of the RSUs may not be accelerated or deferred unless permitted or required by Section 409A.

(d) Participant’s Acknowledgements. The Participant acknowledges that he or she: (i) has read this Agreement; (ii) has been represented in the preparation, negotiation and execution of this Agreement by legal counsel of the Participant’s own choice or has voluntarily declined to seek such counsel; (iii) understands the terms and consequences of this Agreement; and (iv) is fully aware of the legal and binding effect of this Agreement.

(e) Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the internal laws of the State of Delaware without regard to any applicable conflicts of laws provisions.

Exhibit A
Automatic Sale Instructions

The undersigned hereby consents and agrees that any taxes due on a vesting date as a result of the vesting of RSUs on such date shall be paid through an automatic sale of shares as follows:

(a) Upon any vesting of RSUs pursuant to Section 2 hereof, the

(b) Company shall arrange for the sale of such number of shares of Common Stock issuable with respect to the RSUs that vest pursuant to Sections 2 or 3 as is sufficient to generate net proceeds sufficient to satisfy the Company's minimum statutory withholding obligations with respect to the income recognized by the Participant upon the vesting of the RSUs (based on minimum statutory withholding rates for all tax purposes, including payroll and social security taxes, that are applicable to such income), and the Company shall retain such net proceeds in satisfaction of such tax withholding obligations.

(c) The Participant hereby appoints the Chief Financial Officer and/ or the General Counsel of the Company his attorney in fact to sell the Participant's Common Stock in accordance with this Schedule A. The Participant agrees to execute and deliver such documents, instruments and certificates as may reasonably be required in connection with the sale of the Shares pursuant to this Exhibit A.

(d) The Participant represents to the Company that, as of the date hereof, he or she is not aware of any material nonpublic information about the Company or the Common Stock. The Participant and the Company have structured this Agreement, including this Schedule A, to constitute a "binding contract" relating to the sale of Common Stock, consistent with the affirmative defense to liability under Section 10(b) of the Securities Exchange Act of 1934 under Rule 10b5-1(c) promulgated under such Act.

The Company shall not deliver any shares of Common Stock to the Participant until it is satisfied that all required withholdings have been made.

Participant Name: _____

Date: _____



Editas Medicine Announces Chief Executive Officer Transition

Katrine Bosley to Step Down as President and CEO

Director Cynthia Collins to Serve as Interim CEO

Board of Directors Initiates Search for Permanent Successor

CAMBRIDGE, Mass., Jan. 22, 2019 – Editas Medicine, Inc. (NASDAQ: EDIT), a leading genome editing company, today announced that Katrine Bosley has decided to step down from her role as President and CEO, effective March 1, 2019. Ms. Bosley also resigned from the Company’s Board of Directors. The Board has appointed Cynthia Collins, a member of the Company’s Board, as interim Chief Executive Officer.

The Board has initiated a search process to identify a permanent CEO and has retained Heidrick & Struggles, a leading executive search firm, to assist in its efforts. Ms. Bosley will continue with the Company in an advisory capacity until the end of 2019 to facilitate a smooth transition.

“On behalf of the entire Board, I thank Katrine for her more than four years of dedicated service to Editas Medicine,” said James C. Mullen, Chairman of the Board of Directors. “Under her leadership, the Company achieved significant growth, hitting key milestones in the EDIT-101 clinical program and developing the Company’s transformative engineered cell medicines. She has helped establish Editas Medicine as a leading genome editing company with a strong foundation, well positioned to achieve its long-term goals and deliver the potential of genome editing to patients around the world.”

Mr. Mullen continued, “Editas Medicine has strong positive momentum with the potential to deliver important genome editing medicines to patients around the world. We are fortunate to have someone with Cindy’s proven leadership and significant experience with genomic medicine to take over the day-to-day leadership of Editas Medicine and advance the Company towards its EM22 goals while the CEO search is ongoing.”

Ms. Collins commented, “I’m honored to take on the role of interim CEO during this important time for the Company. I look forward to working closely with Katrine and the talented Editas Medicine team to build on the momentum of the Company’s recent successes, push the pace of innovation and accelerate our achievements for the benefit of those living with serious diseases.”

Ms. Bosley said, “The team at Editas Medicine is making the future of medicine a reality. I’m very proud of them and all they have accomplished. I know they will keep driving forward to make unprecedented medicines to help people with serious diseases, and ones that may truly change patients’ lives. It has been a privilege to be part of Editas Medicine and to help pioneer this field, and I look forward to their continued success.”

About Cynthia Collins

Cynthia Collins joined the Editas Medicine Board of Directors in December 2018. Cindy is a recognized leader in cell and gene therapy, molecular diagnostics, and life sciences tools. Most recently, Cindy served as CEO of Human Longevity Inc. Prior, she served as the CEO/GM of General Electric's Healthcare Cell Therapy Business, Lab Businesses and Clariant Diagnostics. Cindy also served as President and CEO of GenVec, a publicly-traded vaccine and gene therapy company and before that, she served as Group Vice President, Cellular Analysis Business of Beckman Coulter with responsibility for its Hematology, Flow Cytometry, and Hemostasis businesses. Prior to Beckman Coulter, she served as President and CEO of Sequoia Pharmaceuticals, Inc., a venture-capital funded company developing antiviral drugs for HIV and HCV. Earlier in her career, Cindy served as President of Clinical Micro Sensors, Inc., a wholly-owned subsidiary of Motorola, where she directed the development and commercialization of a molecular diagnostic platform. Prior to Motorola, she spent 17 years with Baxter Healthcare in a variety of executive roles, including President of Oncology, Vice President of Strategy and Portfolio Management of BioScience, Vice President and General Manager of Cell Therapies, and Vice President of Business Development of Transfusion Therapies. She began her career with Abbott Laboratories where she spent six years in various operating roles. Cindy received her BS degree in Microbiology from the University of Illinois, Urbana and her MBA, from The University of Chicago Booth School of Business. She is a member of the board of directors for the ARM Foundation for Cell and Gene Medicine, Triumvira Immunologics, DermTech, Caviidi, and Biocare Medical.

About Editas Medicine

As a leading genome editing company, Editas Medicine is focused on translating the power and potential of the CRISPR/Cas9 and CRISPR/Cpf1 (also known as Cas12a) genome editing systems into a robust pipeline of treatments for people living with serious diseases around the world. Editas Medicine aims to discover, develop, manufacture, and commercialize transformative, durable, precision genomic medicines for a broad class of diseases. For the latest information and scientific presentations, please visit www.editasmedicine.com.

Forward-Looking Statements

This press release contains forward-looking statements and information within the meaning of The Private Securities Litigation Reform Act of 1995. The words "anticipate," "believe," "continue," "could," "estimate," "expect," "intend," "may," "plan," "potential," "predict," "project," "target," "should," "would," and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words. Forward-looking statements in this press release include statements regarding the Company's EM22 goals. The Company may not actually achieve the plans, intentions, or expectations disclosed in these forward-looking statements, and you should not place undue reliance on these forward-looking statements. Actual results or events could differ materially from the plans, intentions and expectations disclosed in these forward-looking statements as a result of various factors, including: uncertainties inherent in the initiation and completion of preclinical studies and clinical trials and clinical development of the Company's product candidates; availability and timing of results from preclinical studies and clinical trials; whether interim results from a clinical trial will be predictive of the final results of the trial or the results

of future trials; expectations for regulatory approvals to conduct trials or to market products and availability of funding sufficient for the Company's foreseeable and unforeseeable operating expenses and capital expenditure requirements. These and other risks are described in greater detail under the caption "Risk Factors" included in the Company's most recent Quarterly Report on Form 10-Q, which is on file with the Securities and Exchange Commission, and in other filings that the Company may make with the Securities and Exchange Commission in the future. Any forward-looking statements contained in this press release speak only as of the date hereof, and the Company expressly disclaims any obligation to update any forward-looking statements, whether because of new information, future events or otherwise.

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