

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): September 21, 2016

ALEXION PHARMACEUTICALS, INC.

(Exact name of registrant as specified in its charter)

Delaware

000-27756

13-3648318

(State or other jurisdiction of
incorporation or organization)

(Commission
File Number)

(I.R.S. Employer
Identification No.)

100 College Street, New Haven, Connecticut 06510

(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code: 475 230-2596

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 (see General Instruction A.2. below):

- 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))

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

On September 21, 2016, Alexion Pharmaceuticals, Inc. entered into an amendment (Amendment) to the Consulting Agreement between Alexion and Dr. Leonard Bell dated April 1, 2015. Dr. Bell serves as Alexion's Chairman of the Board of Directors and is the former Chief Executive Officer of Alexion.

The Amendment extends the term of Dr. Bell's services as a consultant by six months until March 31, 2017, and provides that the consulting period may be further extended for an additional six months until September 30, 2017, upon mutual agreement of Dr. Bell and Alexion. During the consulting period, Dr. Bell will remain an independent contractor and receive a consulting fee of \$750,000 during the period from October 1, 2016 through March 31, 2017. Dr. Bell will also receive an additional consulting fee of \$750,000 during the period from April 1, 2017 through September 30, 2017 (unless otherwise agreed to between the parties) if he and Alexion agree to extend the consulting period by six months. The consulting fee is payable in monthly installments in arrears. Except as modified by the Amendment, the Consulting Agreement will remain in effect in accordance with its terms.

The foregoing descriptions are only a summary of the Amendment. The Amendment is filed as an exhibit to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

- 10.1 First Amendment to Consulting Agreement, by and between Alexion Pharmaceuticals, Inc. and Dr. Leonard Bell, dated September 21, 2016.

Signature

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: September 22, 2016

ALEXION PHARMACEUTICALS, INC.

By: /s/ Michael V. Greco

Name: Michael V. Greco

Title: Senior Vice President of Law and Corporate Secretary

FIRST AMENDMENT TO CONSULTING AGREEMENT

This FIRST AMENDMENT TO CONSULTING AGREEMENT (this "Amendment") is entered into as of September 21, 2016, by and among Alexion Pharmaceuticals, Inc., a Delaware corporation (the "Company"), and Dr. Leonard Bell, M.D. ("Dr. Bell").

WHEREAS, the Company and Dr. Bell entered into a Consulting Agreement, dated as of April 1, 2015 (the "Agreement");

WHEREAS, capitalized terms used herein and not defined herein shall have the meaning set forth in the Agreement; and

WHEREAS, the parties desire to amend the Agreement to extend the term of the Agreement by six months with an option to extend the term for an additional six months.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Dr. Bell hereby agree as follows:

1. Term. Notwithstanding anything express or implied to the contrary set forth in Section 1 of the Agreement, the Consulting Period will be extended until March 31, 2017, unless not later than thirty (30) days prior to such date the Consulting Period is further extended for an additional six (6) months by mutual agreement of Dr. Bell and the Company's Chief Executive Officer and approved by the Board of Directors of the Company, or is earlier terminated as provided in the Agreement, as amended hereby.
2. Compensation. The Consulting Fee for the period beginning on October 1, 2016 and ending on March 31, 2017 shall be \$750,000. If the Consulting Period is extended by the parties in accordance with the provisions of Section 1 of this Amendment, the Consulting Fee for the period beginning on April 1, 2017 and ending on September 30, 2017 will be \$750,000, unless otherwise agreed between the parties.
3. Agreement. Except as modified by this Amendment, the Agreement is in all other respects hereby ratified and confirmed.
4. Choice of Law. The validity, interpretation, construction and performance of this Amendment will be governed by the laws of the State of Connecticut, without giving effect to the principles of conflict of laws.
5. Severability. If one or more provisions of this Amendment are held to be unenforceable under applicable law, such portion will be deemed to be modified or altered to the extent necessary to conform thereto or, if that is not possible, to be omitted from this Amendment. The invalidity of any such portion will not affect the force, effect, and validity of the remaining portion hereof.
6. Counterparts. This Amendment may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

This Amendment has been executed by the Company, by its duly authorized representative, and by Dr. Bell as of the date first written above. The Company affirms that this Amendment has been duly authorized by its Board.

ALEXION PHARMACEUTICALS, INC.

By: /s/ David Hallal

Title: Chief Executive Officer

LEONARD BELL, M.D.

/s/ Leonard Bell
Signature