

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): March 16, 2017

Bellerophon Therapeutics, Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware

001-36845

47-3116175

(State or Other Jurisdiction of Incorporation)

(Commission

(IRS Employer

File Number)

Identification No.)

184 Liberty Corner Road, Suite 302

Warren, New Jersey

07059

(Address of Principal Executive Offices)

(Zip Code)

Registrant's telephone number, including area code: **(908) 574-4770**

(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 (see General Instruction A.2. below):

- o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- o 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.

(c)

On March 10, 2017, the Board of Directors of Bellerophon Therapeutics, Inc. (the "Company") appointed Megan Schoeps as Principal Financial Officer of the Company, effective as of March 10, 2017. Ms. Schoeps has served as the Controller of the Company since February 2016 and, prior to that, its Assistant Controller from June 2015 to February 2016. Prior to joining the Company, Ms. Schoeps served as Manager, Financial Reporting at Actavis plc from September 2013 to May 2015. Previously, from April 2013 to September 2013, Ms. Schoeps was a Business Planning and Analysis Manager at Novartis Consumer Health and from October 2009 to April 2013, Ms. Schoeps was Manager, Financial Reporting then Senior Manager, Financial Planning & Analysis at Warner Chilcott. Prior to Warner Chilcott, Ms. Schoeps was an auditor with PricewaterhouseCoopers LLP. Ms. Schoeps holds a Bachelor's degree from Rutgers, The State University of New Jersey.

In May 2015, the Company entered into an offer letter with Ms. Schoeps in connection with the commencement of her employment as the Assistant Controller of the Company. The letter provides that Ms. Schoeps is employed at will, and either the Company or Ms. Schoeps may terminate the employment relationship for any reason, at any time. The letter provides that Ms. Schoeps is entitled to a \$145,000 base salary, subject to annual review by the Company. Following the end of each calendar year, Ms. Schoeps is eligible to receive an annual bonus for such calendar year in accordance with the terms of the Company's management incentive program, calculated as a percentage of her annual base salary. Ms. Schoeps target bonus percentage for the 2015 calendar year was 25%.

Effective February 1, 2016, Ms. Schoeps was promoted to Controller of the Company. In connection with this promotion Ms. Schoeps annual base salary was increased to \$150,000 and her target bonus percentage for the 2016 calendar year remained 25%.

Ms. Schoeps did not receive additional compensation upon her appointment as Principal Financial Officer of the Company.

Ms. Schoeps has no family relationships with any of the executive officers or directors of the Company. There are no arrangements or understandings between Ms. Schoeps and any other person pursuant to which she was elected as an officer of the Company.

The foregoing description of the offer letter is a summary of the material terms thereof and is qualified in its entirety by the complete text of the offer letter, which is attached hereto as Exhibit 10.1 to this Current Report on Form 8-K.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits:

Exhibit Number	Description of Exhibit
10.1	Offer Letter, dated May 14, 2015, between Megan Schoeps and the Registrant

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.

BELLEROPHON THERAPEUTICS, INC.

Date: March 16, 2017

By: /s/ Megan Schoeps
Name: Megan Schoeps
Title: Principal Financial Officer



May 14, 2015

Megan Schoeps

Dear Megan,

On behalf of Bellerophon Therapeutics ("the Company"), I am pleased to offer you employment as Assistant Controller commencing on June 1, 2015 (Effective Date). The purpose of this letter is to summarize the salient terms of your employment with the Company.

1. DUTIES

- You will report directly to David Abrams, Treasurer. You will perform duties customary to the Assistant Controller position and such other duties that may reasonably be assigned from time to time by the Company.

2. COMPENSATION, ANNUAL AND LONG-TERM INCENTIVES

- Your annual base salary will be \$ 145,000.00 ("Base Compensation"), payable on a bi-weekly cycle. Your base compensation will be subject to an annual review by the Company. Naturally, total compensation, including base compensation and bonus, is contingent upon your continued employment with the Company and will be paid as earned.
- For each full calendar year during the period of your service with Bellerophon Therapeutics (the "Employment Period"), you will be eligible to receive, on the same basis as other employees of Bellerophon, a performance award comprised of annual bonus and stock options based on the achievement of various goals. For the 2015 performance year, you will be eligible to receive a performance award at the target level of 25% of your Base Compensation (comprised of 15% cash bonus and 10% stock options).
- The Company shall grant you the option to purchase 2,000 shares of Bellerophon common stock (such shares, including any securities into which such shares are changed or for which such shares are exchanged, the "Common Stock") at a per share exercise price equal to the fair value of the Common Stock at the date you commence employment with the company (as determined by the Board of Directors of the Company) (the "Option"). The Option shall be evidenced by the form of Stock Option Agreement provided to you.

3. BENEFITS

- During the Employment Period, you will be entitled to participate, on the same basis as other employees of the Company, in any medical and dental benefit, disability or life insurance plans maintained by the Company for the benefit of its employees. Your participation in such plans shall be subject to all terms and conditions of such plans, including your ability to satisfy any medical or health requirements imposed by the underwriters of any insurance policies paid to fund the plans.
- You will be entitled to participate, on the same basis as other employees of the Company, in the Company's 401(k) plan, with such participation subject to all terms and conditions of such plans, including any eligibility waiting period.

- You will be eligible to receive, on the same basis as other similarly situated employees of the Company, any other employee benefits, including ten (10) paid holidays, twenty (20) paid time off (PTO) days.

A copy of the current benefit plans of the company are attached to this letter.

4. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- You will be required to provide proof of your eligibility to work in the United States. On your first day of work, you must supply us with a completed Employment Verification Form (Form I-9) with required supporting documents. While you are employed by the Company, you will be expected to devote your full working time, energy, skill and experience in the performance of your duties, which may be redefined or modified by the Company from time to time.
- The Company's employment offer is contingent upon your successful completion of a background check, drug screen and completed reference check.
- By signing this letter you agree that this offer is personal and confidential and should not be discussed with any other employees in the Company.
- Your employment with the Company is at will. You or the Company may terminate the employment relationship at any time with or without cause. This letter is not a contract, nor a promise of employment for any specific duration. The above salary information is communicated as a yearly rate solely for your information and does not constitute a promise of employment for any fixed term. This letter and its enclosures constitute the final and complete agreement with respect to your employment and supersede any prior or contemporaneous discussions, representations or commitments. The letter cannot be modified except in writing signed by both parties.

5. OBLIGATIONS TO PRIOR EMPLOYER

- By accepting this offer, you represent that you are not a party to and have not been a party to any employment agreement which could interfere with your employment with Bellerophon, except those which you identify to me and, to the extent possible, submit copies of the agreement. This offer is contingent upon a review of these agreements, prior to your starting date, to insure that you are under no legal restraints with regard to your employment with Bellerophon.

If you agree with the terms and conditions of this offer, please indicate below by signing and dating this letter in the spaces provided and return an executed copy to me.

We are very much looking forward to having you join our team.

Sincerely,

/s/ David Abrams

David Abrams
Treasurer
Bellerophon Therapeutics

ACCEPTANCE:

53 Frontage Road, Suite 301, Hampton, NJ 08827 | 908-574-4770 | bellerophon.com

/s/ Megan Schoeps
Employee Signature verifying review and
acceptance of above information

5/18/15
Date