
**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**

**March 1, 2019
Date of Report (Date of earliest event reported)**

Cerus Corporation
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

000-21937
(Commission File Number)

68-0262011
(IRS Employer Identification No.)

**2550 Stanwell Drive
Concord, California**
(Address of principal executive offices)

94520
(Zip Code)

Registrant's telephone number, including area code: (925) 288-6000

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligations 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.

Item 1.01 Entry into a Material Definitive Agreement.

On March 1, 2019, Cerus Corporation (the “Company”) entered into a Second Amendment to Rights Agreement (the “Amendment”) with Equiniti Trust Company (the “Rights Agent”) to amend that certain Rights Agreement, dated as of November 3, 1999, with Norwest Bank Minnesota, N.A., a predecessor to the Rights Agent, which was subsequently amended as of August 6, 2001 and October 28, 2009 (the “Rights Agreement”).

The Amendment accelerates the expiration of the Company’s preferred share purchase rights (the “Rights”) from the close of business on October 27, 2019, to the close of business on March 1, 2019, and has the effect of terminating the Rights Agreement on that date. At the time of the termination of the Rights Agreement, all of the Rights distributed to holders of the Company’s common stock pursuant to the Rights Agreement expired.

The foregoing is a summary of the terms of the Amendment. The summary does not purport to be complete and is qualified in its entirety by reference to the Amendment, a copy of which is attached as Exhibit 4.1 and incorporated herein by reference.

Item 1.02 Termination of a Material Definitive Agreement.

The information set forth under Item 1.01 is incorporated herein by reference.

Item 3.03 Material Modifications to Rights of Security Holders.

The information set forth under Item 1.01 is incorporated herein by reference.

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

(b) On March 1, 2019, Laurence M. Corash, M.D. informed the Company that he does not intend to stand for reelection to the Company’s Board of Directors (the “Board”) at the Company’s 2019 annual meeting of stockholders. Dr. Corash’s intention not to stand for reelection to the Board is not the result of a disagreement with the Company on any matter relating to the Company’s operations, policies or practices.

(d) On March 1, 2019, the Board, upon the recommendation of the Nominating and Corporate Governance Committee of the Board, elected Jami Dover Nachtsheim to the Board, which election was effective upon her acceptance on March 4, 2019. Ms. Nachtsheim will serve in the class of directors whose term of office expires at the Company’s 2019 annual meeting of stockholders and until her successor is duly elected and qualified, or until her earlier death, resignation or removal. Ms. Nachtsheim currently serves as a member of the Board of Directors of Intuitive Surgical, Inc.

Pursuant to the Company’s Amended and Restated Non-Employee Director Compensation Policy, adopted by the Board on March 2, 2018 (the “Director Policy”), as a non-employee member of the Board, Ms. Nachtsheim is entitled to receive an annual cash retainer in the amount of \$40,000 for her service as a Board member, paid in quarterly installments. In addition to the cash retainer, Ms. Nachtsheim will be reimbursed for reasonable expenses incurred in attending meetings of the Board. As a non-employee director, Ms. Nachtsheim is not entitled to perquisites or retirement benefits.

In connection with her election, Ms. Nachtsheim received an initial stock option grant under the Company’s Amended and Restated 2008 Equity Incentive Plan (the “2008 Plan”) and pursuant to the Director Policy for the number of shares of the Company’s common stock equal to (i) \$93,750, divided by (ii) the Black-Scholes value of a stock option share, determined using the average daily closing sales price per share of the Company’s common stock for the thirty (30) market trading days immediately prior to the grant date (the “Average 30-Day Price”), with the resulting number rounded down to the nearest whole share, with such stock option vesting in thirty-six (36) equal monthly installments following the date of grant, subject to Ms. Nachtsheim’s continued service on the Board. Ms. Nachtsheim also received a restricted stock unit award (“RSU”) for the number of shares of the Company’s common stock equal to (i) \$93,750, divided by (ii) the Average 30-Day Price, with the resulting number rounded down to the nearest whole share, with such RSU vesting in three (3) annual installments following the date of grant, also subject to Ms. Nachtsheim’s continued service on the Board.

Ms. Nachtsheim will automatically receive, pursuant to the Director Policy, an option to purchase the number of shares of the Company’s common stock equal to (i) \$62,500, divided by (ii) the Black-Scholes value of a stock option share, determined using the Average 30-Day Price, with the resulting number rounded down to the nearest whole share (the “Annual Option”),

and an RSU for the number of shares of the Company's common stock equal to (x) \$62,500, divided by (y) the Average 30-Day Price, with the resulting number rounded down to the nearest whole share (the "Annual RSU"), on the date of each annual meeting of the stockholders of the Company if she has been a member of the Board for at least twelve (12) months prior to the date of the applicable annual meeting and is serving as a non-employee director as of such date. The Annual Option will vest in twelve equal monthly installments beginning one month from the date of grant, with full vesting to occur on the earlier of one year from the grant date, or the trading day immediately prior to date of the next annual meeting. The Annual RSU will vest 100% upon the earlier of one year from the grant date, or the trading day immediately prior to date of the next annual meeting. Annual equity grants under the Director Policy are non-discretionary. All options granted pursuant to the Director Policy have a term of ten years, have an exercise price equal to 100% of the fair market value of the Company's common stock on the date of grant and are subject to the terms of the 2008 Plan. In the event of a "change in control" of the Company, as defined by the 2008 Plan, all outstanding equity held by Ms. Nachtsheim will become fully vested immediately prior to such change in control event, subject to Ms. Nachtsheim's "continuous service," as defined by the 2008 Plan, to the Company at such time.

In connection with Ms. Nachtsheim's election to the Board, she and the Company will enter into the Company's standard indemnity agreement for the Company's directors and officers, which requires the Company to indemnify Ms. Nachtsheim, under the circumstances and to the extent provided for therein, against certain expenses and other amounts incurred by Ms. Nachtsheim as a result of being made a party to certain actions, suits, proceedings and the like by reason of her position as a director of the Company.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal year.

On March 4, 2019, the Company filed a Certificate of Elimination (the "Certificate of Elimination") with the Secretary of State of the State of Delaware eliminating all provisions of the Certificate of Designation filed by the Company with the Delaware Secretary of State on July 6, 1998 related to the Series A Preferred Stock and all provisions of the Certificate of Designation filed by the Company with the Delaware Secretary of State on November 5, 1999 related to the Series C Junior Participating Preferred Stock.

The foregoing is a summary of the terms of the Certificate of Elimination. The summary does not purport to be complete and is qualified in its entirety by reference to the Certificate of Elimination, a copy of which is attached as Exhibit 3.1 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

- 3.1 [Certificate of Eliminations of Series A Preferred Stock and Series C Junior Participating Preferred Stock of Cerus Corporation.](#)
- 4.1 [Second Amendment to Rights Agreement by and between Cerus Corporation and Equiniti Trust Company, dated March 1, 2019.](#)

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, thereunto duly authorized.

CERUS CORPORATION

Dated: March 5, 2019

By: /s/ Chrystal Menard

Name: Chrystal Menard

Title: Chief Legal Officer and General Counsel

INDEX TO EXHIBITS

<u>Exhibit Number</u>	<u>Description of Document</u>
3.1	Certificate of Elimination of Series A Preferred Stock and Series C Junior Participating Preferred Stock of Cerus Corporation.
4.1	Second Amendment to Rights Agreement by and between Cerus Corporation and Equiniti Trust Company, dated March 1, 2019.

**CERTIFICATE OF ELIMINATION OF
SERIES A PREFERRED STOCK
AND
SERIES C JUNIOR PARTICIPATING PREFERRED STOCK
OF CERUS CORPORATION**

**(Pursuant to Section 151(g) of the
General Corporation Law of the State of Delaware)**

C ERUS C ORPORATION , a Delaware corporation (the “ *Company* ”), hereby certifies as follows:

F IRST : The date on which the Company’s original Certificate of Incorporation was filed with the Delaware Secretary of State was July 31, 1996

S ECOND : The Company filed on July 6, 1998, with the Delaware Secretary of State pursuant to Section 151(g) of the General Corporation Law of the State of Delaware (the “ *DGCL* ”) a Certificate of Designation of Series A Preferred Stock designating the rights, powers, preferences and privileges of the Company’s Series A Preferred Stock; and the Company filed on November 5, 1999, with the Delaware Secretary of State pursuant to Section 151(g) of the DGCL a Certificate of Designation of Series C Junior Participating Preferred Stock designating the rights, powers, preferences and privileges of the Company’s Series C Junior Participating Preferred Stock.

T HIRD : The Board of Directors of the Company (the “ *Board* ”), has adopted the following resolutions:

R ESOLVED , that the Board hereby determines that none of the authorized shares of the series of Preferred Stock, par value \$0.001 per share, of the Company, designated as “Series A Preferred Stock” in the Certificate of Designation filed by the Company with the Delaware Secretary of State on July 6 ,1998, are outstanding, and that none of the shares of Series A Preferred Stock will be issued subject to such Certificate of Designation;

R ESOLVED F URTHER , that the Board hereby determines that none of the authorized shares of the series of Preferred Stock, par value \$0.001 per share, of the Company, designated as “Series C Junior Participating Preferred Stock” in the Certificate of Designation filed by the Company with the Delaware Secretary of State on November 5, 1999, are outstanding, and that none of the shares of Series C Junior Participating Preferred Stock will be issued subject to such Certificate of Designation;

R ESOLVED F URTHER , that the proper officers of the Company are hereby authorized and directed to take all such actions as they may deem to be necessary or advisable in order to file a certificate with the Delaware Secretary of State to eliminate all provisions set forth in the Certificate of Designation of Series A Preferred Stock pursuant to Section 151(g) of the DGCL; and

R ESOLVED F URTHER , that the proper officers of the Company are hereby authorized and directed to take all such actions as they may deem to be necessary or advisable in order to file a certificate with the Delaware Secretary of State to eliminate all provisions set forth in the Certificate of Designation of Series C Junior Participating Preferred Stock pursuant to Section 151(g) of the DGCL.

FOURTH : That all provisions set forth in the Certificate of Designation of Series A Preferred Stock are hereby eliminated; and that all provisions set forth in the Certificate of Designation of Series C Junior Participating Preferred Stock are hereby eliminated.

I N W I T N E S S W H E R E O F , Cerus Corporation. has caused this Certificate of Eliminations to be executed by its duly authorized officer on this 1st day of March, 2019.

C E R U S C O R P O R A T I O N

By: /s/ William M. Greenman
Name: William M. Greenman
Title: President & Chief Executive Officer

**SECOND AMENDMENT TO
RIGHTS AGREEMENT**

THIS SECOND AMENDMENT TO RIGHTS AGREEMENT (this “**Amendment**”), dated as of March 1, 2019, is between Cerus Corporation, a Delaware corporation (the “**Company**”), and Equiniti Trust Company (the “**Rights Agent**”), the successor to Wells Fargo Bank, N.A.

R ECITALS

A. The Company entered into a Rights Agreement, dated as of November 3, 1999, with Norwest Bank Minnesota, N.A., the predecessor to Wells Fargo Bank, N.A., which was subsequently amended as of August 6, 2001 and October 28, 2009 (as so amended, the “**Rights Agreement**”). Capitalized terms used in this Amendment and not otherwise defined have the meanings given to them in the Rights Agreement

B. Section 27 of the Rights Agreement provides that the Company and the Rights Agent shall, if the Company so directs, supplement or amend any provision of the Rights Agreement without the approval of any holders of the Rights, any such supplement or amendment to be evidenced by a writing signed by the Company and the Rights Agent.

C. The Company has determined to amend the Final Expiration Date so that the Rights terminate and expire on the date hereof,

D. Pursuant to Section 27 of the Rights Agreement, the Company has directed that the Rights Agent amend the Rights Agreement as set forth herein.

E. The Company and the Rights Agent now wish to amend the Rights Agreement as set forth herein.

A GREEMENT

In consideration of the premises and the mutual agreements herein set forth, the Rights Agreement is hereby amended as follows:

1. Amendment. Section 7(a) of the Rights Agreement is hereby amended and restated to read in its entirety as follows:

(a) The registered holder of any Right Certificate may exercise the Rights evidenced thereby (except as otherwise provided herein) in whole or in part at any time after the Distribution Date upon surrender of the Right Certificate, with the form of election to purchase on the reverse side thereof duly executed, to the Rights Agent at the office of the Rights Agent designated for such purpose, together with payment of the Purchase Price for each one one-hundredth of a Preferred Share (or such other number of shares or other securities) as to which the Rights are exercised, at or prior to the earliest of (i) the Close of Business on March 1, 2019 (the “Final Expiration Date”), (ii) the time at which the Rights are redeemed as provided in Section 23 hereof (the “Redemption Date”), or (iii) the time at which such Rights are exchanged as provided in Section 24 hereof.

2. Amendment of Exhibits. The exhibits to the Rights Agreement shall be deemed to be restated to reflect this Amendment, including conforming changes.

3. Effect of Amendment. Except as amended pursuant to this Amendment, the Rights Agreement shall remain in force and effect in accordance with its terms.

4. Counterparts. This Amendment may be executed in any number of counterparts and each of such counterparts will for all purposes be deemed to be an original, and all such counterparts will together constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. A signature to this Amendment transmitted electronically (including by fax and .pdf) will have the same authority, effect and enforceability as an original signature. No party hereto may raise the use of such electronic transmission to deliver a signature, or the fact that any signature or agreement or instrument was transmitted or communicated through such electronic transmission, as a defense to the formation of a contract, and each party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

5. Descriptive Headings. The descriptive headings of the several Sections of this Amendment are inserted for convenience only and will not control or affect the meaning or construction of any of the provisions hereof.

6. Further Assurances. Each of the parties to this Amendment will cooperate and take such action as may be reasonably requested by the other party in order to carry out the provisions and purposes of this Amendment, the Rights Agreement and the transactions contemplated hereunder and thereunder.

7. Governing Law. This Amendment will be deemed to be a contract made under the laws of the State of Delaware and for all purposes will be governed by and construed in accordance with the laws of such State applicable to contracts made and to be performed entirely within such State.

IN WITNESS WHEREOF, the parties to this Amendment have caused this Amendment to be duly executed, all as of the day and year first above written.

ATTEST:

By: /s/ Lori L. Roll
Lori L. Roll
VP, Administration & Corporate Secretary

ATTEST

By: /s/ Matthew D. Paseka
Name: Matthew D. Paseka
Title: Vice President

CERUS CORPORATION

By: /s/ Chrystal Menard
Chrystal Menard
Chief Legal Officer & General Counsel

EQUINITI TRUST COMPANY

By: /s/ Martin J. Knapp
Name: Martin J. Knapp
Title: Vice President