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**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): **May 14, 2021**

**Esperion Therapeutics, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation)

**001-35986**  
(Commission File Number)

**26-1870780**  
(I.R.S. Employer  
Identification No.)

**3891 Ranchero Drive, Suite 150**  
**Ann Arbor, MI**  
(Address of principal executive offices)

**48108**  
(Zip Code)

Registrant's telephone number, including area code: **(734) 887-3903**

**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))

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol</u>	<u>Name of each exchange on which registered</u>
Common Stock, par value \$0.001 per share	ESPR	NASDAQ Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 or Rule 12b-2 of the Securities Exchange Act of 1934.

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.

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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.**

***Departure of current Chief Executive Officer, President, Principal Executive Officer and Director***

On May 17, 2021, Esperion Therapeutics, Inc. (the “Company”) announced that Tim M. Mayleben was stepping down from his positions as Chief Executive Officer, President, and Principal Executive Officer of the Company, effective as of May 17, 2021 (the “Termination Date”), subject to a post-employment consulting period for nine months following the Termination Date (the “Consulting Period”). Mr. Mayleben’s decision did not result from a disagreement with the Company on any matter relating to the Company’s operations, policies or practices. Mr. Mayleben is also stepping down as a director of the Company effective as of May 17, 2021.

In connection with Mr. Mayleben’s departure, the Company and Mr. Mayleben have entered into an Agreement, which includes a customary release, effective as of May 17, 2021 (the “Agreement”). Pursuant to the Agreement, in exchange for providing consulting services during the Consulting Period, (i) the Company will pay Mr. Mayleben compensation for the first three months of the Consulting Period in an amount corresponding to his base salary in effect immediately prior to his departure and (ii) Mr. Mayleben’s unvested outstanding stock options and other stock-based awards that are subject to time-based vesting will continue to vest in accordance with their terms during the Consulting Period; provided that the option to purchase 175,000 shares granted in 2021 shall cease vesting as of the Termination Date. In exchange for entering into and not revoking the Agreement, the Company has agreed to extend the exercise period with respect to vested stock options until the earlier of the original 10-year expiration date for such options or the 18-month anniversary of the end of the Consulting Period. During the Consulting Period, if Mr. Mayleben elects COBRA health continuation, the Company will pay him a monthly cash payment in an amount equal to the monthly employer contribution that the Company would have made to provide health insurance to Mr. Mayleben if he had remained employed by the Company.

The foregoing description of the Agreement is qualified in its entirety by reference to the complete text of such agreement, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K.

***Appointment of new Chief Executive Officer, Principal Executive Officer, and Director***

On May 14, 2021, the board of directors (the “Board”) of the Company appointed Sheldon Koenig as the Company’s Chief Executive Officer, President, and Principal Executive Officer, commencing as of May 18, 2021 (the “Commencement Date”). Additionally, the Board appointed Mr. Koenig as a Class I director of the Company, commencing as of May 18, 2021. As a Class I director, Mr. Koenig will stand for election at the Company’s 2023 Annual Meeting of Stockholders.

Mr. Koenig has served as the Company’s Chief Operating Officer since December 2020. Prior to joining the Company, Mr. Koenig served as Executive Vice President and Chief Commercial Officer at Portola Pharmaceuticals, Inc. from January 2019 to August 2020. From January 2016 to July 2018, Mr. Koenig was senior vice president and head of the cardiovascular franchise for Sanofi where he led U.S. business operations and product launches internationally. Prior to that, Mr. Koenig served as vice president and global brand leader for the cardiovascular division of Merck & Co, Inc. where, for more than 25 years, he took on roles of increasing responsibility within the company’s cardiovascular and thrombosis franchises and led marketing for the launch of ezetimibe. Mr. Koenig holds an MBA from Monmouth University and a bachelor’s degree from Drexel University.

Pursuant to the terms of Mr. Koenig’s amended and restated employment agreement (the “Koenig Agreement”), Mr. Koenig is entitled to an annual base salary of \$600,000. Mr. Koenig is also eligible to be considered for annual bonus targeted at 50% of his base salary (the “Target Bonus”). The actual bonus is discretionary and will be subject to the Board’s assessment of Mr. Koenig’s performance as well as business conditions of the Company. Mr. Koenig is eligible to participate in the Company’s employee benefit plans generally available to full-time employees, subject to the terms of those plans.

Pursuant to the terms of the Koenig Agreement, if Mr. Koenig’s employment is terminated, within the twelve (12) month period commencing with a Sale Event (as defined in the Koenig Agreement), by the Company other than for Cause (as defined the Koenig Agreement) or by Mr. Koenig for Good Reason (as defined in the Koenig Agreement), subject to Mr. Koenig’s signing the separation agreement and release and the separation agreement and release becoming irrevocable, Mr. Koenig will be entitled to receive: (a) an amount equal to the sum of (i) 1.5 times Mr. Koenig’s base salary in effect immediately prior to the termination (or Mr. Koenig’s base salary in effect immediately prior to the sale event, if higher), and (ii) Mr. Koenig’s Target Bonus; and (b) if Mr. Koenig was participating in the Company’s group health plan immediately prior to the date of termination and elects COBRA health continuation, a lump sum cash payment in an amount equal to the monthly employer contribution that the Company would have made to provide health insurance to Mr. Koenig if he had remained employed by the Company for eighteen months after the date of termination. However, in the event that Mr. Koenig’s employment is terminated, at any time other than during the twelve (12) month period commencing with a Sale Event, by the Company other than for Cause or by Mr. Koenig for Good Reason, subject to Mr. Koenig’s signing the separation agreement and release and the separation agreement and release becoming irrevocable, Mr. Koenig will be entitled to receive: (a) an amount equal to twelve (12) months of Mr. Koenig’s annual base salary in effect immediately prior to the termination; and (b) if Mr. Koenig was participating in the Company’s group health plan immediately prior to the date of termination and elects COBRA health continuation, a monthly cash payment for twelve (12) months or Mr. Koenig’s COBRA health continuation period, whichever ends earlier, in an amount equal to the monthly employer contribution that the Company would have made to provide health insurance to Mr. Koenig if he had remained employed by the Company. All stock options and other stock-based awards with time-based vesting held by Mr. Koenig shall immediately vest in full as of the date of a Sale Event.

In connection with Mr. Koenig’s appointment as director, Mr. Koenig will enter into the Company’s standard form of indemnification agreement, a copy of which was filed as Exhibit 10.9 to the Company’s Registration Statement on Form S-1 (File No. 333-188595) filed with the Securities and Exchange Commission (“SEC”) on May 14, 2013. Pursuant to the terms of the indemnification agreement, the Company may be required, among other things, to indemnify Mr. Koenig for some expenses, including all reasonable attorneys’ fees, judgments, fines and settlement amounts actually and reasonably incurred by Mr. Koenig in third-party proceedings arising out of his service as one of our officers.

Mr. Koenig has no family relationship with any of the executive officers or directors of the Company. There are no arrangements or understandings between Mr. Koenig and any other person pursuant to which he was appointed as an officer of the Company.

The foregoing description of the Koenig Agreement is qualified in its entirety by reference to the complete text of such agreement, which the Company intends to file with the SEC as an exhibit to the Company’s Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2021.

**Item 7.01. Regulation FD Disclosure.**

On May 17, 2021, the Company issued a press release announcing the changes to the leadership team. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated into this Item 7.01 by reference.

The information in this Current Report on Form 8-K 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, as amended (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, as amended, or the Exchange Act, except as expressly set forth by specific reference in such filing.

**Item 9.01. Financial Statements and Exhibits.**

Exhibit No.	Description
<a href="#">10.1</a>	<a href="#">Agreement dated May 15, 2021 by and between Esperion Therapeutics, Inc. and Tim M. Mayleben.</a>
<a href="#">99.1</a>	<a href="#">Press release issued by Esperion Therapeutics, Inc. on May 17, 2021, furnished herewith.</a>
104	The cover page from this Current Report on Form 8-K, formatted in Inline XBRL.

**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: May 17, 2021

Esperion Therapeutics, Inc.

By: /s/ Richard B. Bartram

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Richard B. Bartram  
Chief Financial Officer

May 15, 2021

Tim Mayleben

**Re: CEO Departure Agreement**

Dear Tim:

This letter confirms that you will be leaving your role as President and Chief Executive Officer of Esperion Therapeutics, Inc. (the "Company"), effective May 17, 2021 (the "Date of Termination"). The Board of Directors of the Company (the "Board") appreciates your substantial contributions to the Company and would like to make this transition as seamless as possible.

The ending of your employment is not a Terminating Event for purposes of the employment agreement between you and the Company dated May 14, 2015 (the "Employment Agreement"). Subject to the terms of and contingent upon you entering into, not revoking and complying with the agreement proposed below (the "Agreement"), we mutually agree that you will provide up to nine (9) months of consulting services to the Company and continue to vest in certain outstanding equity awards during such time, and to receive an extended exercise period for your vested stock options.

With those understandings, the Agreement between you and the Company is as follows:

1. Ending of Employment

(a) Accrued Benefit. Your employment will end on the Date of Termination. You will be paid your earned but unpaid Base Salary, unpaid expense reimbursements, accrued but unused vacation and any vested benefits that you may have under any employee benefit plan of the Company through the Date of Termination (the "Accrued Benefit"). You will not be eligible for any bonus compensation for the 2021 performance year. You acknowledge and agree that except as set forth in this Agreement, you are not owed any further compensation from the Company. You and the Company further acknowledge and agree that this document satisfies any notice requirements under the Employment Agreement regarding the ending of your employment.

(b) COBRA Benefit. You will be able to continue group healthcare insurance coverage after the Date of Termination under the law known as "COBRA", subject to eligibility requirements and at your own cost; provided that, and notwithstanding the foregoing, if you properly elect and are eligible for COBRA health continuation, then subject to your copayment of premium amounts at the applicable active employees' rate, the Company will pay to the group health plan provider or the COBRA provider a monthly payment equal to the monthly employer contribution that the Company would have made to provide health insurance to you if you had remained employed by the Company until the earliest of (A) the end of the Consulting Period (as defined below); (B) the date that you become eligible for group medical plan benefits under any other employer's group medical plan; or (C) the cessation of your health continuation rights under COBRA. This is referred to herein as the "COBRA Benefit." Your eligibility to participate in any other employee benefit plans and programs of the Company will cease on or after the Date of Termination in accordance with applicable benefit plan or program terms and practices.

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(c) Board Service. In connection with the ending of your employment, you hereby resign from any officer, director or other positions that you hold with the Company or any of its affiliates effective as of the Date of Termination. You agree to execute any documents that the Company may reasonably request to effectuate those departures.

2. Post-Employment Consulting

(a) Consulting Services. Provided that you enter into, do not revoke and comply with this Agreement, then immediately following the Date of Termination, you will become a consultant to the Company and provide consulting services on an as-needed basis to the Company (the "Consulting Services") until the date that is nine (9) months after the Date of Termination, unless you or the Company sooner terminate such arrangement in accordance with this Section 2(a) (such period, the "Consulting Period"). You may terminate the Consulting Period for any reason prior to its expiration upon five (5) days' written notice to the Lead Outside Director. The Company may terminate the Consulting Period for Cause (as defined in the Employment Agreement) upon written notice to you and subject to any applicable cure period.

(b) Continued Equity Vesting during Consulting Period and Salary Continuation. In exchange for providing the Consulting Services, during the Consulting Period you will continue vesting in your unvested outstanding stock options and other stock-based awards, including, without limitation, restricted stock units, in each case subject only to time-based vesting (collectively, the "Time-Based Equity Awards"), subject to the terms of the applicable stock option agreement(s) and other stock-based award agreement(s), as so modified, and the applicable equity incentive plan(s) (collectively, the "Equity Documents"); provided that, and notwithstanding the foregoing or anything else to the contrary, the option granted to you by the Company in 2021 to purchase 175,000 shares of the Company's common stock (the "2021 Option") shall cease vesting as of the Date of Termination, and the unvested portion of the 2021 Option shall immediately terminate and be of no further force or effect as of the Date of Termination. During the three- month period following the Date of Termination you will also receive post-employment salary continuation at your final base salary rate, payable on the first regularly scheduled payroll date each month. For the avoidance of doubt, there will be no break in your service relationship with the Company between the Date of Termination and the first day of the Consulting Period for purposes of the continued vesting described in this Section 2(b). The (i) continued vesting described in this Section 2(b); (ii) Extended Exercise Period described in Section 3; and (iii) post- employment salary continuation at your final base salary rate for the three (3) month period immediately following the Date of Termination shall be the sole consideration provided to you by the Company in exchange for the Consulting Services. Notwithstanding anything to the contrary in the Equity Documents, any outstanding stock options and other stock-based awards, including, without limitation, restricted stock units, in each case subject only to performance-based vesting, will cease vesting on the Date of Termination.

(c) Independent Contractor. During the Consulting Period, you will no longer be an employee of the Company, but instead will be retained as an independent contractor. You will be solely responsible for payment of all charges and taxes arising from your relationship to the Company as an independent contractor. You agree that during the Consulting Period, you will not state or imply, directly or indirectly, that you are empowered to bind the Company without the Company's prior written consent. You will be reimbursed for all reasonable expenses you incur to perform such Consulting Services, subject to you providing documentation of such expenses and consistent with Company policy. You acknowledge and agree that the Restrictive Covenants (as defined below) shall remain in full force and effect during the Consulting Period, and that you will treat any information concerning the Company's business, technology, business relationships or financial affairs that the Company has not released to the general public that you learn during the Consulting Period as "Proprietary Information", as defined in the Restrictive Covenants.

3. Extended Exercise Period

Provided that you enter into, do not revoke and comply with this Agreement, then the Company shall extend the exercise period with respect to your vested stock options until the earlier of (i) the original 10-year expiration date for such vested stock options as provided in the applicable Equity Documents, or (ii) the 18-month anniversary of the last day of the Consulting Period (the "Extended Exercise Period"), provided that any stock option subject to this Extended Exercise Period shall cease to be treated for tax purposes as an incentive stock option.

4. Sale Event

If a Sale Event (as defined in the Employment Agreement) occurs on or prior to the Date of Termination, all of the Time-Based Equity Awards held by you as of the date of the Sale Event shall immediately accelerate and become fully vested and exercisable or nonforfeitable as of immediately prior to the Sale Event. Notwithstanding anything to the contrary in the Equity Documents, if a Sale Event occurs at any time after the Date of Termination, including without limitation during the Consulting Period, none of the stock options and other stock-based awards, including, without limitation, restricted stock units, held by you will be subject to accelerated vesting as a result of the occurrence of the Sale Event.

5. Release of Your Claims

In consideration for, among other terms, the opportunity to continue your service relationship with the Company as a consultant for the limited post-employment Consulting Period and continue to vest in certain outstanding equity awards during such time, the COBRA Benefit and the Extended Exercise Period, to which you acknowledge you would otherwise not be entitled, you voluntarily release and forever discharge the Company, its affiliated and related entities, its and their respective predecessors, successors and assigns, its and their respective employee benefit plans and fiduciaries of such plans, and the current and former officers, directors, shareholders, employees, attorneys, accountants and agents of each of the foregoing in their official and personal capacities (collectively referred to as the "Releasees") generally from all claims, demands, debts, damages and liabilities of every name and nature, known or unknown ("Claims") that, as of the date when you sign this Agreement, you have, ever had, now claim to have or ever claimed to have had against any or all of the Releasees. This release includes, without limitation, all Claims:

- relating to your employment by the Company and the ending of your employment with the Company;
- of wrongful discharge or violation of public policy;
- of breach of contract;

- of defamation or other torts;
- of retaliation or discrimination under federal, state or local law (including, without limitation, Claims of discrimination or retaliation under the Age Discrimination in Employment Act, the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964);
- for wages, bonuses, incentive compensation, commissions, additional stock grants, unvested stock options, restricted stock units, vacation pay or any other compensation or benefits;
- under any state employment statute, including without limitation the Michigan Elliott- Larsen Civil Rights Act (ELCRA), Michigan Persons With Disabilities Civil Rights Act (PWDCRA), Payment of Wages and Fringe Benefits Act (WFBA), Michigan Whistleblowers' Protection Act (WPA), the Bullard-Plawecki Employee Right to Know Act, the Michigan Occupational Safety and Health Act (MIOSHA), the Michigan Social Security Number Privacy Act and the Michigan Internet Privacy Protection Act;
- under any other federal or state statute (including, without limitation, Claims under the Fair Labor Standards Act, the Worker Adjustment and Retraining Notification Act (the "WARN Act") and any state mini-WARN laws); and
- for damages or other remedies of any sort, including, without limitation, compensatory damages, punitive damages, injunctive relief and attorney's fees;

provided, however, that this release shall not affect your rights under this Agreement or any vested rights under the Company's employee benefit plans, or release claims that cannot be released as a matter of law.

You agree not to accept damages of any nature, other equitable or legal remedies for your own benefit or attorney's fees or costs from any of the Releasees with respect to any Claim released by this Agreement. As a material inducement to the Company to enter into this Agreement, you represent that you have not assigned any Claim to any third party.

6. Restrictive Covenants; Continuing Obligations

You acknowledge and agree that the Employee Non-Competition, Non-Solicitation, Confidentiality and Assignment Agreement between you and the Company dated January 22, 2014, which is attached hereto as Exhibit A, remains in full force and effect. You further agree that the definition of "Company" in Exhibit A shall include the Company's subsidiaries and other affiliates and its and their successors and assigns. The terms of Exhibit A, as modified by the preceding sentence, are incorporated by reference as material terms of this Agreement (the "Restrictive Covenants").



You acknowledge and agree that any other policies and agreements with post-employment continuing obligations, including without limitation the Company's Special Trading Procedures for Insiders (together with the Restrictive Covenants, the "Continuing Obligations"), will survive in accordance with their terms.

7. Return of Property

You agree to return to the Company by the Date of Termination, or sooner upon a request by the Lead Outside Director, all Company property with the exception of your iPhone (including, without limitation, computer equipment, MacBook, iPad, software, keys and access cards, credit cards and files) and all copies of Proprietary Information (as defined in the Restrictive Covenants) in your possession or control. You agree to surrender your iPhone to the Company so that all Proprietary Information and software may be removed before it is returned to you. After returning all Company property (with the exception of property specifically listed herein) and copies of Proprietary Information, you commit to deleting and finally purging any duplicates of files or documents that may contain Company information from any non-Company computer or other device that remains your property after the Date of Termination. In the event that you discover that you continue to retain any such information or property, you shall return it to the Company immediately. The Company agrees, upon a request by you on or promptly following the Date of Termination, to issue you a MacBook and iPad in exchange for the return of your Company MacBook and iPad.

8. Non-Disparagement; Communications about Departure

(a) Non-Disparagement by You. Subject to Section 10 of this Agreement, you agree to take no actions and make no statements, written or oral, that are disparaging about or adverse to the business interests of the Company or any of its affiliates, its or their current or former employees, directors, officers or agents, or its or their products or services. These non-disparagement obligations shall not in any way affect your obligation to testify truthfully in any legal proceeding.

(b) Non-Disparagement by the Company. The Company agrees to instruct current members of the Board to take no actions and make no statements, written or oral, that are disparaging about or adverse to you. These non-disparagement obligations shall not in any way affect the obligation of the Company or any of its employees, officers or directors to testify truthfully in any legal proceeding.

(c) Communications about Your Departure. You agree that you will not (without the prior written approval of the Lead Outside Director) communicate about your departure with anyone until after the Company has made a formal, internal written announcement about your departure (the "Company Announcement"); provided that you may communicate with your tax advisors, attorneys, and spouse about your departure before the Company Announcement, provided further that you first advise such persons not to reveal information about your departure and each such person agrees. The Company agrees to consult and work in good faith with you in drafting the Company Announcement, provided that the Company will determine the wording that is approved for release. Once the Company has issued the Company Announcement, you agree that any of your communications regarding your departure will be consistent with the Company Announcement, and you agree to communicate positively about your employment at the Company as well as your departure both internally and externally.

9. Future Cooperation

During and after your employment, you shall cooperate fully with the Company in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Company which relate to events or occurrences that transpired while you were employed by the Company. Your full cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of the Company at mutually convenient times. During and after your employment, you also shall cooperate fully with the Company in connection with any investigation, whether internal or external, or any review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while you were employed by the Company. The Company shall reimburse you for any reasonable out-of-pocket expenses incurred in connection with your performance of obligations pursuant to this Section 9.

10. Protected Disclosures and Other Protected Actions

Nothing contained in this Agreement limits your ability to file a charge or complaint with any federal, state or local governmental agency or commission (a "Government Agency"). In addition, nothing contained in this Agreement limits your ability to communicate with any Government Agency or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, nor does anything contained in this Agreement apply to truthful testimony in litigation. If you file any charge or complaint with any Government Agency and if the Government Agency pursues any claim on your behalf, or if any other third party pursues any claim on your behalf, you waive any right to monetary or other individualized relief (either individually or as part of any collective or class action); provided that nothing in this Agreement limits any right you may have to receive a whistleblower award or bounty for information provided to the Securities and Exchange Commission. In addition, for the avoidance of doubt, pursuant to the federal Defend Trade Secrets Act of 2016, you shall not be held criminally or civilly liable under any federal or state trade secret law or under this Agreement or the Restrictive Covenants for the disclosure of a trade secret that (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

11. Tax Treatment

The Company shall undertake to make deductions, withholdings and tax reports with respect to payments and benefits under this Agreement to the extent that it reasonably and in good faith determines that it is required to make such deductions, withholdings and tax reports. Nothing in this Agreement shall be construed to require the Company to make any payments to compensate you for any adverse tax effect associated with any payments or benefits or for any deduction or withholding from any payment or benefit.

12. Absence of Reliance

In signing this Agreement, you are not relying upon any promises or representations made by anyone at or on behalf of the Company, except as set forth in this Agreement.

13. Enforceability

If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of the Restrictive Covenants) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14. Relief

You agree that it would be difficult to measure any harm caused to the Company that might result from any breach by you of your Continuing Obligations or your promises set forth in Sections 6 through 9 of this Agreement (the "Specified Sections") and that in any event money damages would be an inadequate remedy for any such breach. Accordingly, you agree that if you breach, or propose to breach, any portion of the Continuing Obligations or the Specified Sections, the Company shall be entitled, in addition to all other remedies it may have, to an injunction or other appropriate equitable relief to restrain any such breach, without showing or proving any actual damage to the Company and without the necessity of posting a bond.

15. Waiver; Amendment

No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving party. The failure of a party to require the performance of any term or obligation of this Agreement, or the waiver by a party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach. This Agreement may not be modified or amended except in a writing signed by both you and the Lead Outside Director.

16. Governing Law

This Agreement shall be interpreted and enforced under the laws of the State of Michigan without regard to conflict of law principles. In the event of any dispute, this Agreement is intended by the parties to be construed as a whole, to be interpreted in accordance with its fair meaning, and not to be construed strictly for or against either the Company, you or the "drafter" of all or any portion of this Agreement.

17. Entire Agreement

This Agreement constitutes the entire agreement between you and the Company regarding the subject matter herein and supersedes any previous agreements or understandings between you and the Company regarding such subject matter, including, without limitation, the Employment Agreement, except that the Continuing Obligations, the Equity Documents and any other obligations specifically preserved in this Agreement remain in full force and effect.

18. Time for Consideration; Effective Date

You understand and acknowledge that you have been given the opportunity to consider this Agreement for twenty-one (21) days from your receipt of this Agreement before signing it (the "Consideration Period"). To accept this Agreement, you must return a signed, unmodified original or PDF copy of this Agreement so that it is received by the undersigned at or before the expiration of the Consideration Period. If you sign this Agreement before the end of the Consideration Period, you acknowledge that such decision was entirely voluntary. For the period of seven (7) days from the date when you sign this Agreement, you have the right to revoke this Agreement by written notice to the undersigned, provided that such notice is delivered so that it is received at or before the expiration of the seven (7) day revocation period. This Agreement shall not become effective or enforceable during the revocation period. This Agreement shall become effective on the first business day following the expiration of the revocation period (the "Effective Date").

19. Counterparts

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original, but all of which together shall constitute one and the same document. Electronic and pdf signatures shall have the same legal effect as originals.

[Remainder of page intentionally left blank.]

Please indicate your agreement to the terms of this Agreement by signing and returning the original or a PDF copy of this letter within the time period set forth above.

We wish you the best in your future endeavors.

Very truly yours,

ESPERION THERAPEUTICS, INC.

By: /s/ Nicole Vitullo 5/16/2021  
Name: Nicole Vitullo Date

Title: Lead Director

This is a legal document. Your signature will commit you to its terms. You are advised to consult with an attorney before signing this Agreement. By signing below, you acknowledge that you have carefully read and fully understand all of the provisions of this Agreement and that you are knowingly and voluntarily entering into this Agreement.

/s/ Tim Mayleben 5/16/2021  
Tim Mayleben Date

**ESPERION Appoints Sheldon Koenig as President and CEO**

*-- Mr. Koenig has 30 years of commercial and operational experience as an accomplished leader in the cardiovascular space; previously served as ESPERION COO --*

*-- Succeeds Tim Mayleben, who served as President and CEO for almost a decade and will continue to serve as a senior advisor --*

ANN ARBOR, Mich., May 17, 2021 (GLOBE NEWSWIRE) -- ESPERION (NASDAQ: EPR), today announced the appointment of Sheldon Koenig as president and chief executive officer and board member, effective immediately. With over 30 years of commercial and operational experience as an accomplished leader in the cardiovascular space, Mr. Koenig has served as the company's chief operating officer since December 2020. He is succeeding Tim Mayleben, who after serving in this role for the last decade, has decided to step down and will continue to serve as a senior advisor to help ensure a smooth transition.

"As ESPERION enters this critical growth phase, Sheldon's extensive commercial leadership and product launch experience will be invaluable," said Nicole Vitullo, lead independent director for ESPERION. "On behalf of the board, we want to recognize Tim's contributions over the last decade as he led the team's successful development and approval of two new cholesterol lowering medicines, NEXLETOL<sup>®</sup> and NEXLIZET<sup>®</sup> in the U.S. and Europe and established strong partnerships outside of the U.S.. We appreciate Tim's years of service and wish him the best in the future."

"I believe strongly in the promise of our medicines and the role they can play in managing lipids and cardiovascular disease for patients," said Mr. Koenig. "With two products recently launched in the U.S. and Europe, our U.S. commercial structure in place, leading partners and passionate colleagues, ESPERION is positioned for success in our mission of Lipid Management for Everyone. I am thrilled to work with this team and lead this exciting period of growth for our company."

Mr. Mayleben added, "Sheldon has distinguished himself throughout his career as an accomplished leader in the commercialization of first in class products and he has particularly deep expertise in cardiovascular disease medicines. Since joining ESPERION in December, he has shown exceptional leadership across almost all facets of the company. I believe this is an appropriate time for this leadership transition and I look forward to supporting Sheldon in his new role."

Previously, Mr. Koenig was chief commercial officer at Portola Pharmaceuticals until the company was acquired by Alexion Pharmaceuticals. At Portola, he built the U.S. commercial and operations functions as well as the global organization. Earlier, Mr. Koenig was senior vice president and head of the cardiovascular franchise for Sanofi, where he led U.S. business operations and product launches in more than 20 countries. Mr. Koenig began his career at Merck, where he served for more than 25 years in roles of increasing responsibility within the company's cardiovascular thrombosis franchises. At Merck, he served as vice president and global brand leader for the cardiovascular division. He led marketing for Zetia, at the time the leading non-statin cholesterol lowering medicine, franchise. He holds an MBA from Monmouth University and a B.S. from Drexel University, and completed the leadership program at The Wharton School.

## **ESPERION Therapeutics**

ESPERION is The Lipid Management Company. Our goal is lipid management for everybody, that's why we work hard to make our medicines easy to get, easy to take and easy to have. We discover, develop and commercialize innovative medicines and combinations to lower cholesterol, especially for patients whose needs aren't being met by the status quo. Our entrepreneurial team of industry leaders is inclusive, passionate and resourceful. We are singularly focused on managing cholesterol so you can improve your health easily. ESPERION commercializes NEXLETOL<sup>®</sup> (bempedoic acid) and NEXLIZET<sup>®</sup> (bempedoic acid and ezetimibe) Tablets and is the leader in the development of convenient oral, once-daily non-statin LDL-cholesterol lowering drugs for patients with high levels of bad cholesterol. For more information, please visit [www.esperion.com](http://www.esperion.com) and follow us on Twitter at [www.twitter.com/EsperionInc](https://www.twitter.com/EsperionInc).

### **Forward-Looking Statements**

This press release contains forward-looking statements that are made pursuant to the safe harbor provisions of the federal securities laws, including statements regarding commercialization plans. Any express or implied statements contained in this press release that are not statements of historical fact may be deemed to be forward-looking statements. Forward-looking statements involve risks and uncertainties that could cause ESPERION's actual results to differ significantly from those projected, including, without limitation, the impact of COVID-19 on our business, clinical activities, supply chain, commercial development and launch plans, and the risks detailed in ESPERION's filings with the Securities and Exchange Commission. Any forward-looking statements contained in this press release speak only as of the date hereof, and ESPERION disclaims any obligation or undertaking to update or revise any forward-looking statements contained in this press release, other than to the extent required by law.

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