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**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: May 10, 2005

**BioCryst Pharmaceuticals, Inc.**

(Exact Name of Registrant as Specified in Charter)

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

**000-23186**  
(Commission  
File Number)

**62-1413174**  
(IRS Employer  
Identification #)

**2190 Parkway Lake Drive, Birmingham, Alabama 35244**  
(Address of Principal Executive Office)

**(205) 444-4600**  
(Registrant's telephone number, including area code)

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**Item 1.01 Entry Into a Material Definitive Agreement:**

On May 10, 2005, BioCryst Pharmaceuticals, Inc. (the "Company") announced that it had appointed Jonathan M. Nugent as Vice President, Corporate Communications under a letter agreement effective May 4, 2005 (see Item 5.02 below). Pursuant to the terms of this agreement, Mr. Nugent will serve as the Company's primary executive officer in charge of corporate communications, reporting to the Chief Executive Officer. Mr. Nugent will receive a salary of \$180,000 per year, plus an annual incentive bonus of not less than 12% of his annual base salary and up to a maximum of 30%, payable in a combination of cash and stock options. The Company will grant him an initial option to acquire 35,000 shares of the Company's stock at a price determined based on the price of the Company's stock on his first day of work. Such options shall be exercisable 25% one year after the date of the grant and the remaining 75% shall vest and become exercisable at the rate of 1/48<sup>th</sup> per month commencing with the 13<sup>th</sup> month. Mr. Nugent will be entitled to receive such other benefits and perquisites as are provided to other executive officers of the Company, which benefits may include, without limitation, reasonable vacation, sick leave, medical and dental benefits, life and disability insurance, and participation in profit sharing or retirement plans.

A copy of the employment letter agreement between the Company and Mr. Nugent is included herein as Exhibit 10.1. A copy of the press release announcing Mr. Nugent's appointment is included herein as Exhibit 99.1.

**Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers:**

On May 10, 2005, the Company announced that it had appointed Jonathan M. Nugent as our Vice President, Corporate Communications, effective May 4, 2005. Mr. Nugent, 37, served as Senior Vice President at Burns McClellan, Inc., Investor Relations Division, since April 1999, except for a period from August 2003 to December 2003 when he served as Director of Investor Relations for Eyetech Pharmaceuticals, Inc. and from January 2004 to March 2004 when he was performing volunteer services. He also served as Account Supervisor from April 1996 to April 1999, Account Manager from April 1994 to April 1996, and Senior Account Executive from April 1993 to April 1994 at Burns McClellan.

There are no family relationships between Mr. Nugent and any director or executive officer of the Company.

For a summary of the terms of Mr. Nugent's employment letter agreement with the Company, see Item 1.01 above.

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

<u>Exhibit No.</u>	<u>Description</u>
10.1	Employment Letter Agreement between BioCryst Pharmaceuticals, Inc. and Jonathan M. Nugent effective May 4, 2005.
99.1	Press release dated May 10, 2005 entitled "BioCryst Pharmaceuticals Strengthens Management Team With New Vice President For Corporate Communications"



## EXHIBIT INDEX

Item	Description
10.1	Employment Letter Agreement between BioCryst Pharmaceuticals, Inc. and Jonathan M. Nugent effective May 4, 2005.
99.1	Press release dated May 10, 2005 entitled "BioCryst Pharmaceuticals Strengthens Management Team With New Vice President For Corporate Communications"

May 3, 2005

Mr. Jonathan M. Nugent  
300 E. 75<sup>th</sup> Street  
New York, New York 10021

Dear John:

This letter agreement (the "Agreement") will serve to confirm our agreement with respect to the terms and conditions of your employment by BioCryst Pharmaceuticals, Inc., a Delaware corporation ("BioCryst" or the "Company").

The terms and conditions of your employment are as follows:

1. Term of Employment. Subject to the terms and conditions of this Agreement, BioCryst hereby employs Mr. Jonathan M. Nugent ("you" or "Employee"), and you hereby accept such employment commencing on or before June 1, 2005. You shall be employed to serve as BioCryst's primary executive officer in charge of corporate communications, reporting to the chief executive officer of BioCryst. You shall have the title of Vice President, Corporate Communications. You shall devote your full business time and energies to the Company, and shall not engage in any other business activity that would interfere with, or prevent you from carrying out, your duties and responsibilities under this Agreement. You will be considered an executive officer of the Company subject to the provisions of Section 16 of the Securities Exchange Act of 1934 relating to insider trading.

2. Basic Full-Time Compensation and Benefits.

(a) (i) As base salary for services rendered under this Agreement, you shall be entitled to receive from BioCryst, for the term of your full-time employment under this Agreement, an aggregate base salary of \$180,000 per year which remuneration shall be payable in equal semi-monthly installments on the 15<sup>th</sup> and last business days of each month during the term of this Agreement. This base salary will be reviewed annually by the Board of Directors and may be raised at the discretion of the Board.

(ii) In addition to the base salary set forth in (i) above, you will receive an annual incentive bonus of not less than 12% of your annual base salary (and shall be eligible for an annual incentive bonus of up to 30% of your annual salary, the amount of such bonus in excess of 12% of your annual base salary to be determined by the Compensation Committee of the Board of Directors in its sole discretion). The annual incentive bonus will be payable as a combination of cash and stock options (which options, if issued in payment of any portion of the annual incentive bonus, will be valued using the methodology then utilized by the Company to value stock options at the time of issuance), as determined by the Compensation Committee of the Board of Directors of the Company, and will be payable in accordance with the Company's normal procedures and payment dates for annual incentive bonuses of executive officers.

(b) In addition to the compensation set forth in (a) above, you shall be entitled to receive such other benefits and perquisites provided to other executive officers of BioCryst which benefits may include, without limitation, reasonable vacation, sick leave, medical and dental benefits, life and disability insurance, and participation in profit sharing or retirement plans.

3. Stock Options.

(a) The Company will grant you an option (the "Option") to acquire 35,000 shares of the Company's common stock at a price determined based on the price of the Company's common stock on your first day of work. The Option will be granted under the Company's existing stock option plan for employees and, except to the extent otherwise provided in this Agreement, shall be subject to the terms and provisions thereof.

(b) The parties intend for the Option to qualify as "incentive stock options," as that term is defined in Section 422 of the Internal Revenue Code of 1986, as amended ("Section 422") to the fullest extent possible. The parties understand that the portion of the Option, together with the portion of any other incentive stock option granted by BioCryst and its parent and subsidiary corporations, if any, which may become exercisable in any year in excess of an aggregate of \$100,000 fair market value, determined as of the date the Option or such other option, as the case may be, was granted, may not be treated as an incentive stock option under Section 422.

(c) The Option may be exercised and the common stock to be purchased pursuant thereto may be purchased by you as a result of such exercise only within the periods allowed under and otherwise in accordance with the Company's policies regarding trading in its securities by employees and executive officers.

(d) The Option shall be 25% exercisable one year after the date it is granted, and the remaining seventy-five percent (75%) shall vest and become exercisable at the rate of 1/48th per month, commencing with the thirteenth (13th) month after the date such Option is granted, and continuing to vest for the succeeding months until fully vested and exercisable.

(e) In no event shall the period for exercising the Option exceed ten (10) years from the date the Option is granted.

4. Relocation Expenses. The company shall pay all relocation expenses, including any necessary tax gross up, for any relocation to the Birmingham, Alabama metropolitan area which are incurred by you within nine months from the date of your employment, not to exceed \$25,000 in the aggregate.

5. Term of Employment. This offer is contingent upon confirmation of the education and experience information you have provided us. Your employment will be assured through December 31, 2005. After December 31, 2005, your employment with BioCryst is for all purposes "at will," and this letter does not constitute an employment contract. Instead, it sets forth the initial terms of your employment with BioCryst.

6. Confidentiality.

(a) Confidentiality. Except as the Company may otherwise consent in writing, or except as may be required by a court of competent jurisdiction or by proceedings therein, you shall not publish or otherwise disclose, disseminate or (other than for the benefit of the Company) make use of either during or subsequent to the time period of this Agreement, any information, knowledge or data of the Company or of its subsidiaries or affiliated companies or of its customers relating to customer lists, devices, techniques, plans, methods, trade secrets, know-how, inventions, discoveries, formulas, processes, machines and the selection, utilization and maintenance thereof, compositions, or business or financial plans or reports, or other matters which are of a secret or confidential nature. For purposes of this Agreement the terms "secret" and "confidential" are used in the ordinary sense and do not refer to official security classifications of any government or any agency thereof.

(b) Equitable Remedies. You acknowledge and recognize that a violation of this paragraph 6 by you may cause irreparable and substantial damage and harm to BioCryst or its affiliates, could constitute a failure of consideration, and that money damages will not provide a full remedy for BioCryst for such violations. You agree that in the event of his breach of this paragraph, BioCryst will be entitled, if it so elects, to institute and prosecute proceedings at law or in equity to obtain damages with respect to such breach, to enforce the specific performance of this paragraph by you, and to enjoin you from engaging in any activity in violation hereof.

7. Company Policies. Except as expressly set forth in this Agreement, your employment will be subject to all policies and procedures to which employees of the Company are generally subject.

8. Miscellaneous.

(a) Entire Agreement. This Agreement, including the exhibits hereto, constitutes the entire agreement between the parties relating to your employment by

BioCryst and there are no terms relating to such employment other than those contained in this Agreement. No modification or variation hereof shall be deemed valid unless in writing and signed by the parties hereto. No waiver by either party of any provision or condition of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions at any time.

(b) Notices. Any notice or other communication given or rendered hereunder by any party hereto shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, at the respective addresses of the parties hereto as set forth below.

(c) Captions. The section headings contained herein are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

(d) Taxes. All amounts to be paid to you hereunder are in the nature of compensation for your employment by BioCryst, and shall be subject to withholding, income, occupation and payroll taxes and other charges applicable to such compensation.

(e) Governing Law. This Agreement is made and shall be governed by and construed in accordance with the laws of the State of Alabama without respect to its conflicts of law principles.

If the foregoing correctly sets forth our understanding, please signify your acceptance of such terms by executing this Agreement, thereby signifying your assent, as indicated below.

Yours very truly,

BIOCRYST PHARMACEUTICALS, INC.

By: /s/ CHARLES E. BUGG

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Its: Chairman and Chief Executive Officer  
2190 Parkway Lake Drive  
Birmingham, Alabama 35244

AGREED AND ACCEPTED as of this 4th day of May, 2005.

/s/ JONATHAN M. NUGENT

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Jonathan M. Nugent  
300 E. 75<sup>th</sup> Street  
New York, New York 10021



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**BIOCRYST PHARMACEUTICALS APPOINTS JONATHAN M. NUGENT, VICE PRESIDENT FOR  
 CORPORATE COMMUNICATIONS**

**Birmingham, Alabama – May 10, 2005** – BioCryst Pharmaceuticals, Inc. (Nasdaq NM: BCRX) today announced the appointment of Jonathan M. Nugent as Vice President, Corporate Communications. Mr. Nugent, 37, will be responsible for investor relations, media relations, corporate and public relations. He will report to Charles E. Bugg, Ph.D., Chairman and Chief Executive Officer.

With over 15 years of experience in public affairs and communications, Mr. Nugent was most recently Senior Vice President and Director, Investor Relations at Burns McClellan, Inc. a leading healthcare and public and investor relations agency headquartered in New York City. During his tenure at Burns McClellan, Mr. Nugent directed corporate, financial and public and investor relations programs for various clients, including Alkermes, Cephalon, Cytokinetics, Inamed, OSI Pharmaceuticals and ViaCell. Working with the media and investment community, he helped gain maximum visibility for private and public biotechnology and pharmaceutical companies, while broadening their investor base through enhanced message positioning and focused communications strategies.

“This is a dynamic year for BioCryst and we are excited by the progress of our clinical and corporate programs,” said Charles E. Bugg, Ph.D., Chairman and Chief Executive Officer. “With our ongoing programs in Fodosine™ and BCX-4208 we look forward to reporting on a variety of clinical trials throughout 2005 and in the years ahead. As the company moves forward we believe John’s broad-based communications experience will be instrumental in helping us build awareness and momentum around milestones like these and others in our broad clinical program. Additionally he will play an integral role in working with our clinical trial sites nationwide. Adding John’s communications expertise to support our enrollment sites and their efforts reflects our commitment to those sites and our clinical programs generally.”

About BioCryst

BioCryst Pharmaceuticals, Inc. designs, optimizes and develops novel drugs that block key enzymes involved in cancer, cardiovascular diseases, autoimmune diseases, and viral infections. BioCryst integrates the necessary disciplines of biology, crystallography, medicinal chemistry and computer modeling to effectively use structure-based drug design to discover and develop small molecule pharmaceuticals.



BioCryst's lead product candidate, Fodosine™, an inhibitor of purine nucleoside phosphorylase (PNP), is currently in a Phase IIa trial for patients with T-cell malignancies and a Phase I trial with an oral formulation of Fodosine™ in CTCL. In addition, BioCryst plans to initiate a Phase I/II trial for B-cell acute lymphoblastic leukemia with Fodosine™ during the first half of 2005. Fodosine™ has been granted Orphan Drug status by the U.S. Food and Drug Administration for three indications: T-cell non-Hodgkin's lymphoma, including cutaneous T-cell lymphoma; chronic lymphocytic leukemia (CLL) and related leukemias including prolymphocytic leukemia, adult T-cell leukemia, and hairy cell leukemia; and for treatment of acute lymphoblastic leukemia (ALL). A Phase I study with BioCryst's second-generation PNP inhibitor, BCX-4208, was recently completed in healthy volunteers. A Phase I multi-dose study with BCX-4208 will follow, with the goal of initiating a Phase II study during 2005 in patients with psoriasis. In addition, BioCryst has other enzyme targets in drug discovery including hepatitis C polymerase and tissue factor/factor VIIa. For more information about BioCryst, please visit the company's web site at [www.biocryst.com](http://www.biocryst.com).

#### Forward-looking statements

*These statements involve known and unknown risks, uncertainties and other factors which may cause our actual results, performance or achievements to be materially different from any future results, performances or achievements expressed or implied by the forward-looking statements. These statements reflect our current views with respect to future events and are based on assumptions and subject to risks and uncertainties. Given these uncertainties, you should not place undue reliance on these forward-looking statements. Some of the factors that could affect the forward-looking statements contained herein include that we may not be able to enroll the required number of subjects in clinical trials of Fodosine™ or BCX-4208, that each of the Phase IIa trial for patients with T-cell malignancies, Phase I trial of BCX-4208 and the Phase I trial of Fodosine™ for treatment of patients with cutaneous T-cell lymphoma may not be successfully completed, that BioCryst may not commence as expected additional trials with Fodosine™ and with BCX-4208, that Fodosine™, BCX-4208, or any of our other product candidates may not receive required regulatory clearances from the FDA, that Phase IIa clinical trials of Fodosine™ may not show the drug is effective over the 6-week period, that ongoing and future clinical trials may not have positive results, that we may not be able to obtain a Special Protocol Assessment or otherwise be able to complete successfully the Phase IIb trial that is currently planned to be pivotal, that we may not be able to continue future development of Fodosine™, BCX-4208 or any of our other current development programs including tissue factor/factor VIIa and hepatitis C polymerase, that Fodosine™, BCX-4208 or our other development programs may never result in future product, license or royalty payments being received by BioCryst, that BioCryst may not have sufficient cash to continue funding the development, manufacturing, marketing or distribution of its products and that additional funding, if necessary, may not be available at all or on terms acceptable to BioCryst. Please refer to the documents BioCryst files periodically with the Securities and Exchange Commission, specifically BioCryst's most recent Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, and current reports on Form 8-K, which identify important factors that could cause the actual results to differ materially from those contained in the projections or forward-looking statements.*

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