

RADIUS HEALTH, INC.

FORM 8-K (Current report filing)

Filed 05/15/17 for the Period Ending 05/15/17

Address	ATTN: CHIEF FINANCIAL OFFICER 950 WINTER STREET WALTHAM, MA 02451
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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 15, 2017

RADIUS HEALTH, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-35726
(Commission
File Number)

80-0145732
(IRS Employer
Identification No.)

**950 Winter Street,
Waltham, MA**
(Address of principal executive offices)

02451
(Zip Code)

Registrant's telephone number, including area code: (617) 551-4000

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 (see General Instructions 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))

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

On May 15, 2017, Radius Health, Inc. (the “Company”) announced the appointment of Jose (Pepe) Carmona, age 45, as the Company’s Chief Financial Officer, effective as of May 15, 2017. Mr. Carmona will also serve as the Company’s Principal Financial Officer, Principal Accounting Officer, and Treasurer.

Prior to his appointment with the Company, Mr. Carmona served as the Chief Financial Officer of Innocoll Holdings plc (“Innocoll”), a pharmaceutical and medical device company, and its predecessor entity, Innocoll AG, from 2015 to 2017. Prior to Innocoll, he served as Chief Financial Officer of Alcon Europe, Middle East & Africa, a division of Novartis AG (“Novartis”), a pharmaceutical company, from 2013 to 2015 and prior to that he held numerous financial management positions with increasing responsibility at Novartis, as Divisional Chief Financial Officer in North America, Latin America and other senior global financial roles, from 2003 to 2013. Mr. Carmona received his B.S. in Industrial Civil Engineering from Universidad Tecnica Federico Santa Maria in Valparaiso, Chile, and his M.B.A. from Columbia Business School in New York City.

In connection with his appointment, the Company entered into an employment letter agreement with Mr. Carmona (the “Employment Agreement”). Pursuant to the terms of the Employment Agreement, Mr. Carmona will receive an initial annual base salary of \$410,000 and is eligible to earn an annual cash incentive award based on performance with a target value equal to 40% of his annual base salary. Mr. Carmona will also be eligible to receive a sign-on bonus of \$40,000 following completion of 30 days of employment with the Company, which he must repay in the event his employment is terminated for cause or he voluntarily resigns within 12 months of commencing employment with the Company. Mr. Carmona will also be eligible to participate in the Company’s employee benefit programs and plans.

As a material inducement to Mr. Carmona’s acceptance of employment with the Company, the Board of Directors of the Company approved a grant to Mr. Carmona of an option to purchase 125,000 shares of the Company’s common stock, with a per share exercise price equal to \$34.96, the closing price of the Company’s common stock on the NASDAQ Global Market on the grant date of May 15, 2017. The option has a ten-year term and will vest over four years, with one-quarter of the underlying shares vesting on the first anniversary of the grant date and the remaining shares vesting in substantially equal monthly installments over the following 36 months, subject to Mr. Carmona’s continuous service with the Company through each vesting date. The grant was made pursuant to a stand-alone employment inducement stock option agreement (the “Inducement Option Agreement”) outside of the Company’s 2011 Equity Incentive Plan as a material inducement to Mr. Carmona’s acceptance of employment with the Company in accordance with NASDAQ Listing Rule 5635(c)(4) and is subject to the terms and conditions of the Inducement Option Agreement.

In addition, the Company entered into an executive severance agreement with Mr. Carmona, pursuant to which if his employment is terminated under certain circumstances he is eligible for materially the same form of severance compensation as provided to the named executive officers of the Company, other than the Chief Executive Officer of the Company, as described in the Company’s definitive proxy statement filed with the Securities and Exchange Commission on April 21, 2017. Mr. Carmona has also agreed to be subject to certain customary restrictions regarding confidentiality, non-competition and assignment of inventions.

Mr. Carmona succeeds Nick Harvey as Chief Financial Officer, Principal Financial Officer, Principal Accounting Officer and Treasurer of the Company effective as of May 15, 2017. The Company and Mr. Harvey entered into a separation agreement (the “Separation Agreement”) providing for the terms of Mr. Harvey’s departure, effective as of May 17, 2017. Pursuant to the Separation Agreement, in addition to the separation benefits provided for pursuant to Mr. Harvey’s executive severance agreement with the Company dated July 1, 2015, Mr. Harvey will be entitled to receive reimbursement of COBRA premiums for an additional six months. Mr. Harvey has agreed to provide advisory services to the Company until November 17, 2017, pursuant to a consulting agreement between the Company and Mr. Harvey (the “Consulting Agreement”). Pursuant to the terms of the Consulting Agreement, Mr. Harvey will receive a consulting fee of up to \$108,127 and will be eligible for a bonus in the amount of \$133,080 following the completion of his consulting services.

The foregoing descriptions of the Employment Agreement, Inducement Option Agreement, Separation Agreement and the Consulting Agreement are only summaries and are qualified in their entirety by reference to the full text of the agreements, copies of which have been filed hereto as Exhibits 10.1 through 10.4 and are incorporated herein by reference.

A copy of the press release announcing this event has been filed as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
10.1	Employment Letter Agreement, dated May 9, 2017, between the Company and Jose Carmona.
10.2	Employment Inducement Stock Option Agreement, dated May 15, 2017, between the Company and Jose Carmona.
10.3	Separation Agreement and General Release of Claims, dated May 15, 2017, between the Company and B. Nicholas Harvey.
10.4	Consulting Agreement, dated May 17, 2017, between the Company and B. Nicholas Harvey.
99.1	Press Release, dated May 15, 2017.

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.

RADIUS HEALTH, INC.

Date: May 15, 2017

By: /s/ Robert E. Ward
Name: Robert E. Ward
Title: President and Chief Executive Officer

EXHIBIT INDEX

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950 Winter Street
Waltham, MA 02451
Tel: (617) 551-4000
Fax: (617) 551-4701

May 9, 2017

Jose Carmona
721 Thomas Road
Philadelphia, PA 19118

Dear Pepe,

I am pleased to offer you full-time employment with Radius Health, Inc. ("Radius" or the "Company") as the Chief Financial Officer ("CFO") of Radius reporting to Bob Ward, Chief Executive Officer of Radius. Your position will be based out of our Waltham corporate offices with a start date of May 15, 2017.

In the course of your employment with Radius, you will be subject to and required to comply with all Company policies, and applicable laws and regulations. The Company requires that, as a full-time employee, you devote your full business time, attention, skill, and efforts to the tasks and duties of your position with the Company. The term "Agreement" as used below shall mean this letter agreement.

The starting salary for this position is \$17,083.33 on a semi-monthly basis, which annualized is \$410,000.00 (less applicable taxes and withholdings).

This Agreement is contingent upon, and will become effective only upon, (i) your successful completion of a drug screening test and prior to your first day of employment; (ii) satisfactory results of a comprehensive background check (including, but not limited to, social security number, previous employment, conviction record, and education); (iii) proof of your eligibility to work for Radius in the United States; (iv) your commencing employment with the Company on May 15, 2017; and (v) ratification of this Agreement by the Company's Board of Directors (the "Board").

Bonus Eligibility

Commencing with the calendar year 2017, you will be eligible to participate in the Radius discretionary Bonus plan. Under this plan, your annual bonus incentive target will be 40% of your actual base earnings for the bonus plan year, and subject to Board approval, would be payable annually, generally in March of the plan year following the year to which the bonus pertains. Your actual incentive award will be based on your individual performance and the overall performance of Radius. Your bonus will be pro-rated during the first year of employment. The criteria and amount of the bonus will be determined on an annual basis, in Radius' sole discretion. You must be employed as of the pay-out date of any bonus in order to earn and be eligible to receive it.

Sign-On Bonus

You will be eligible to receive a Sign-On Bonus in the gross amount of \$40,000.00 (less applicable taxes and withholdings). This bonus will be paid in the first pay period following completion of 30 days of employment. In the unlikely event your employment is terminated for cause or should you voluntarily resign during your first year of employment, you will be required to repay the Bonus amount that has been paid to you as of your termination date.

Stock Options

As an inducement to your employment with the Company, and subject to receipt of necessary Board approvals following the date of the commencement of your employment with the Company, Radius will grant to you 125,000 non-statutory stock options (the "Options") for the purchase of common stock of Radius, at a price equal to the closing price value of Radius' stock on the date the Options are approved. The Options will vest as to 25% of the underlying shares on the first anniversary of the grant date and in equal monthly installments over the following thirty-six (36) months. The Options are intended to constitute an "employment inducement grant" under NASDAQ Listing Rule 5635(c)(4), and consequently are intended to be exempt from the NASDAQ rules regarding shareholder approval of stock option and stock purchase plans. The Options shall be subject to all terms, vesting schedules, limitations, restrictions and termination provisions set forth in a separate stock option agreement, outside of the Company's 2011 Equity Incentive Plan, that shall be executed by you and Radius to evidence the grant of the Options.

Relocation

For the first year of employment you will receive a monthly stipend of \$3,500.00 to cover temporary living expenses at our Waltham location.

At the conclusion of your first year of employment we will agree upon a reasonable and customary lump sum amount for your future relocation expenses. This amount will be payable to you as a lump sum immediately upon completion of a year of employment to use at your discretion.

Benefits

You also will be eligible to participate in a generous employee benefits program, an overview of which is enclosed, provided you are eligible under, and subject to all provisions of, the plan documents governing the program. Some benefit plans will require you to make elections and choose levels of coverage to meet your personal needs. Effective the first of the month following your date of hire, you will be eligible to begin participation in the Company's benefits plans including health and dental insurance, life insurance, short and long term disability as well as Flexible Spending Accounts and the Company's 401(k) Plan and Employee Stock Purchase Plan.

You are eligible to accrue 15 days of paid vacation time per year, which shall accrue on a pro-rated monthly basis and may be used in accordance with Radius' regular policies. Your vacation days will be pro-rated during the first year of employment.

All of the Company's employee plans, to include all compensation and benefit programs, are subject to change at any time, at the sole discretion of the Company, and the plan provisions in effect from time to time will govern all awards and benefits provided.

Severance

On or prior to your commencing employment, you and the Company will enter into the Company's current form of Executive Severance Agreement (the "Severance Agreement"), which agreement will govern the payments and benefits you may receive upon a termination of your employment with the Company. Except as otherwise provided in the Severance Agreement, the Company's obligations to you under this Agreement will cease upon your termination of employment for any reason.

Confidentiality And Post-Employment Obligations

As a condition of employment, you hereby agree to execute and abide by the Company's current form of Confidentiality and Non-Competition Agreement ("Confidentiality Agreement"), which may be amended by the parties from time to time without regard to this Agreement. The Confidentiality Agreement contains provisions that are intended by the parties to survive and do survive termination of this Agreement. Radius expects that you will honor your contractual and/or common-law obligations not to disclose any confidential, proprietary or trade secret information (such as formulas, marketing or development plans, or confidential client information) you acquired while employed by your current or former employers. Furthermore, to the extent you have post-employment contractual obligations to another employer, by signing this letter you certify to Radius that you will

be able to fully perform the duties and responsibilities of your position with Radius without violating any obligations to any former employer.

Term and Termination

This Agreement shall commence on your first day of your employment with the Company. This Agreement is not intended to be, and should not be construed as, a contract of employment for any specific period of time. Employment at Radius is at-will, which means that either you or Radius may terminate your employment at any time. Radius also reserves the right to change the terms and conditions of your employment, including the provisions of compensation and benefits programs, at any time.

Successors

This Agreement is personal to you and without the prior written consent of the Company you shall not assign your rights or obligations under this Agreement, otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by your legal representatives. This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns.

Applicable Law

This Agreement has been made under and shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, disregarding any choice of law rules that would result in the application of the laws of another jurisdiction.

Notice

Any notice, statement or demand required to be given under this Agreement shall be in writing and shall be sent by hand delivery against receipt, certified mail, return receipt requested or by a nationally recognized overnight carrier to the address of the parties first listed above or such other address as either party subsequently provides to the other in accordance with the provisions of this paragraph.

Waiver

The failure of either party to insist upon strict performance of any of the terms or provisions of this Agreement or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by such party.

Entire Agreement

If you accept this offer, this Agreement, the Confidentiality Agreement and the Severance Agreement shall constitute the complete agreement between you and the Company with respect to the terms and conditions of your employment. Any prior or contemporaneous representations (whether oral or written) not contained in this Agreement, the Confidentiality Agreement or the Severance Agreement or contrary to those contained in this Agreement, the Confidentiality Agreement or the Severance Agreement that may have been made to you are expressly cancelled and superseded by this offer. Except as otherwise specified herein, the terms and conditions of your employment may not be changed, except in another written agreement, signed by you and an authorized representative of the Company.

Pepe, we are thrilled to have you accept a s the Company's CFO and look forward to you joining Radius. If this Agreement correctly sets forth the terms under which you will be employed by Radius, please countersign this letter in the space provided below. Please return your countersigned offer letter to Deb Kauffman by e-mail.

Best regards,

/s/ Robert E. Ward

Robert E. Ward

President and Chief Executive Officer

By signing below, you agree that you are not relying on any representations other than as set out above, and that you accept employment with Radius on the terms set forth in this letter.

Signature: /s/ Jose Carmona

Date: May 11, 2017

cc: D. Kauffman

RADIUS HEALTH, INC.

EMPLOYMENT INDUCEMENT STOCK OPTION AGREEMENT

This Stock Option Agreement (the “Agreement”) is entered into as of the Grant Date set forth below (the “Grant Date”) between Radius Health, Inc., a corporation organized under the laws of the State of Delaware (the “Company”), and the individual identified in paragraph 1 below, currently residing at the address set out at the end of this Agreement (the “Optionee”).

1. Grant of Option; Incorporation of Terms of Plan. Pursuant and subject to the terms of this Agreement, the Company grants to you, the Optionee identified in the table below, an option (the “Option”) to purchase from the Company all or any part of a total of the number of shares identified in the table below (the “Optioned Shares”) of the common stock, par value \$0.0001 per share, in the Company (the “Stock”), at the exercise price per share set out in the table below.

Optionee	Jose Carmona
Number of Shares	125,000
Exercise Price Per Share	\$34.96
Grant Date	May 15, 2017
Vesting Commencement Date	May 15, 2017
Expiration Date	May 15, 2027

This Option is made and granted as a stand-alone award and is not granted under or pursuant to the Company’s 2011 Equity Incentive Plan (as the same may be amended from time to time, the “Plan”). Notwithstanding the foregoing, except as set forth in the immediately preceding sentence, the terms, conditions and definitions set forth in the Plan shall apply to the Option as though the Option had been granted under the Plan (including but not limited to the adjustment provision contained in Section 8 of the Plan) as an “Option,” as such term is used in the Plan, and the Option shall be subject to such terms, conditions and definitions, which are hereby incorporated into this Agreement by reference. For the avoidance of doubt, the Option shall not be counted for purposes of calculating the aggregate number of shares of Stock that may be issued or transferred pursuant to Awards under the Plan. You hereby acknowledge receipt of a copy of the Plan and agree to be bound by all the terms and provisions thereof. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control.

2. Character of Option. Nonstatutory Stock Option.

3. Expiration of Option. No portion of the Option which has not become vested and exercisable at the date of your termination of employment or other service with the Company shall thereafter become vested and exercisable (and any such unvested portion shall thereupon be immediately forfeited), except as may be otherwise provided by the Board or Committee, as applicable, or as set forth in a written agreement between the Company and you. This Option shall expire at 5:00 p.m. Eastern Time on the Expiration Date or, if earlier, the earliest of the dates specified in whichever of the following applies:

(a) If the termination of your employment or other service is on account of your death or disability, the date that is twelve (12) months from the date on which your employment or other service with the Company ends.

(b) If the termination of your employment or other service is due to any other reason, the date that is three (3) months from the date on which your employment or other service with the Company ends.

(c) If the Company terminates your employment or other service for cause, or at the termination of your employment or other service the Company had grounds to terminate your employment or other service for cause (whether then or thereafter determined), the start of business on the date on which the termination of your employment or other service with the Company ends.

4. Exercise of Option. Subject to Section 3, this Option will vest and become exercisable as to 25% of the Optioned Shares on the first anniversary of the Vesting Commencement Date and as to 1/48th of the Optioned Shares on the same day of each of the 36 consecutive months thereafter, provided that each Optioned Share which would be fractionally vested shall be cumulated and shall vest on the first vesting date upon which the whole Optioned Share has cumulated. However, during any period that this Option remains outstanding after your employment or other service with the Company ends, you may exercise it only to the extent it was exercisable immediately prior to the end of your employment or other service. The procedure for exercising this Option is described in Section 7.1(e) of the Plan (Method of Exercise).

5. Transfer of Option. You may not transfer this Option except by will or the laws of descent and distribution, and, during your lifetime, only you may exercise this Option. After your death, any exercisable portion of the Option may, prior to the time when the Option becomes unexercisable under Sections 3 and 4, be exercised by your personal representative or by any person empowered to do so under your will or under the then-applicable laws of descent and distribution.

6. Community Property. Without prejudice to the actual rights of the spouses as between each other, for all purposes of this Agreement, you shall be treated as agent and attorney-in-fact for that interest held or claimed by your spouse with respect to this Option and any Optioned Shares and the parties hereto shall act in all matters as if you were the sole owner of this Option and (following exercise) any such Optioned Shares. This appointment is coupled with an interest and is irrevocable.

7. Employment Inducement Grant. This Option is intended to constitute an “employment inducement grant” under NASDAQ Listing Rule 5635(c)(4), and consequently is intended to be exempt from the NASDAQ rules regarding shareholder approval of stock option and stock purchase plans. This Agreement and the terms and conditions of the Option shall be interpreted in accordance and consistent with such exemption.

8. Rights as Stockholder. The holder of the Option shall not be, nor have any of the rights or privileges of, a stockholder of the Company in respect of any shares of Stock purchasable upon the exercise of any part of the Option unless and until such shares of Stock shall have been issued by the Company to such holder (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company).

9. Miscellaneous. The Board or Committee, as applicable, shall have the power to interpret this Agreement and to adopt such rules for the administration, interpretation and application of this Agreement and the Plan as are consistent therewith and to interpret, amend or revoke any

such rules. This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware, without regard to the conflict of laws principles thereof and shall be binding upon and inure to the benefit of any successor or assign of the Company and any executor, administrator, trustee, guardian, or other legal representative of you. The Plan and this Agreement constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and you with respect to the subject matter hereof. Capitalized terms used but not defined herein shall have the meaning assigned under the Plan. This Agreement may be executed in one or more counterparts all of which together shall constitute but one instrument.

10. Tax Consequences. The Company makes no representation or warranty as to the tax treatment to you of your receipt or exercise of this Option or upon your sale or other disposition of the Optioned Shares. You should rely on your own tax advisors for such advice.

11. Consideration to the Company. In consideration of the grant of the Option by the Company, you agree to render faithful and efficient services to the Company or any Affiliate. Nothing in the Plan or this Agreement shall confer upon you any right to continue in the employ or service of the Company or any Affiliate or shall interfere with or restrict in any way the rights of the Company and its Affiliates, which rights are hereby expressly reserved, to discharge or terminate your services at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise in a written agreement between the Company or an Affiliate and you.

12. Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if you are subject to Section 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), the Plan, the Option and this Agreement shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by applicable law, this Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

13. Conformity to Securities Laws. You acknowledge that the Plan and this Agreement are intended to conform to the extent necessary with all provisions of the Securities Act of 1933, as amended, and the Exchange Act and any and all regulations and rules promulgated by the Securities and Exchange Commission thereunder, and state securities laws and regulations. Notwithstanding anything herein to the contrary, the Option is granted and may be exercised, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

IN WITNESS WHEREOF, the parties have executed this Agreement as a sealed instrument as of the date first above written.

RADIUS HEALTH INC.

By: /s/ Robert E. Ward
Name: Robert E. Ward
Title: President and Chief Executive Officer

/s/ Jose Carmona
Signature of Optionee

Optionee's Address:
721 Thomas Road
Philadelphia, PA 19118

May 15, 2017

B. Nicholas Harvey
4 Clifford Street
Wellesley MA 02482

PERSONAL AND CONFIDENTIAL

Re: Separation Agreement and General Release of Claims

Dear Nick:

As we have discussed, this letter (the “Separation Agreement”) confirms your separation from employment with Radius Health, Inc. (the “Company”) effective as of May 17, 2017 (the “Separation Date”). We thank you for your contributions to the Company. We also wish to propose entering into a six-month consulting relationship commencing on the Separation Date, the terms of which are set forth in the accompanying Consulting Agreement.

Accrued Rights

In connection with the ending of your employment, the Company shall pay or provide you with all of the “Accrued Rights” detailed in your Executive Severance Agreement dated July 1, 2015 (the “Severance Agreement”), including:

- pay you salary accrued to you through the Separation Date;
 - pay you for all accrued but unused paid time off through the Separation Date;
 - provide you with the right to continue group health care coverage after the Separation Date under the law known as “COBRA,” which will be described in a separate written notice; and
 - reimburse you for any outstanding, reasonable business expenses that you have incurred on the Company’s behalf through the termination of your employment, after the Company’s timely receipt of appropriate documentation pursuant to the Company’s business expense reimbursement policy.
-

Stock Options

Under the Radius Health, Inc. 2011 Equity Incentive Plan (as Amended and Restated) (the “Equity Plan”) or any predecessor plan, if you enter into the Consulting Agreement effective on the Separation Date, the options that you hold to purchase shares of the Company’s common stock will continue to vest during your consulting relationship with the Company.

You acknowledge that the following summarizes all vested options that have not been exercised as of the date of this letter and that shall remain exercisable by you as of the anticipated end date of your consulting relationship with the Company—November 17, 2017:

Option Type	Grant Date	Grant Price	Shares Granted	Shares already Exercised	Unvested Shares that will Forfeit	Vested and Exercisable at Nov 17, 2017	Last Day to Exercise
Incentive	07-12-2007	\$2.05	18,287	18,287	0	0	N/A
Incentive	07-12-2007	\$2.05	18,286	18,286	0	0	N/A
Incentive	05-08-2008	\$2.74	27,778	27,778	0	0	N/A
Incentive	12-03-2008	\$2.74	11,838	11,838	0	0	N/A
Incentive*	11-07-2011	\$7.34	38,095		0	38,095	02-17-2018
Incentive*	12-17-2014	\$30.97	11,220		3,228	7,992	02-17-2018
Non-Qualified	12-17-2014	\$30.97	38,780		10,314	28,466	02-17-2018
Incentive	02-10-2016	\$29.89	5,950		5,950	0	N/A
Non-Qualified	02-10-2016	\$29.89	56,550		29,207	27,343	02-17-2018
Non-Qualified	02-17-2017	\$45.65	55,000		55,000	0	N/A
Total			281,784	76,189	103,699	101,896	N/A

**Please note that, notwithstanding your continued vesting pursuant to your consulting relationship with the Company, under applicable tax rules, outstanding Incentive Options must be exercised by 08-17-2017 (i.e., three months after the Separation Date) to retain ISO status and receive preferential tax treatment. ISO Shares that remain outstanding and exercisable after 08-17-2017 will necessarily convert to Non-Qualified Stock Options.*

All of your options that are not vested as of the final day of your consulting relationship with the Company (whether such date is November 17, 2017 or an earlier date pursuant to Section 3 of the Consulting Agreement) shall lapse on that date and will not be exercisable.

The exercise of any vested stock options shall be subject to the terms of the Equity Plan, including, without limitation, the time limits on exercise, and nothing in this Separation Agreement is intended to modify in any respect the terms of the Equity Plan. This summary is set forth solely to confirm certain information concerning your stock options.

Severance

Further, because the ending of your employment constitutes a “Qualifying Termination” as defined in Sections 1(i) and 2(a) of the Severance Agreement, the Company shall provide you with the following additional severance benefits provided that you execute, do not revoke, and comply with this Separation Agreement and the General Release of Claims in favor of the Company attached hereto as Exhibit A within thirty (30) days of the Separation Date. Exhibit A attached hereto is the “Release” defined in Section 2(d) of the Severance Agreement.

- Severance Pay – As detailed in Section 2(a)(ii) of the Severance Agreement, the Company will pay you severance pay consisting of salary continuation at your final base salary rate of \$332,700 per year effective for the six (6) month period immediately following the Separation Date (the “Salary Severance Period”), which equals a total severance payment of \$166,350 (the “Severance Pay”). The Company shall pay you Severance Pay on its regular payroll dates; provided that the Company shall not be obligated to include you on the payroll before the Release becomes effective. If the Company does not make one or more payments of Severance Pay on a regular payroll date because the Release has not yet become effective, the Company shall make all such delayed payments by the first payroll date when it is practicable to do so after the Release becomes effective.
- Health Benefits – As detailed in Section 2(a)(iv) of the Severance Agreement, if you elect COBRA continuation coverage, the Company will pay the premiums for that coverage for the same level of group health coverage as in effect for you and your covered dependents on the Separation Date until the earliest of the following: (i) May 17, 2018; (ii) the date you become eligible for substantially equivalent health insurance coverage in connection with new employment or self-employment (and you agree to promptly notify the Company of such eligibility); or (iii) the end of your eligibility under COBRA for health care continuation for any reason, including plan termination (the “COBRA Payment Period”). Notwithstanding the foregoing, if at any time the Company determines that its payment of COBRA premiums on your behalf would result in a violation of applicable law, then in lieu of paying the COBRA premiums, the Company will pay you on the last day of each remaining month of the COBRA Payment Period a fully taxable cash payment equal to the COBRA premium for such month, subject to applicable tax withholding (such amount, the “Special Severance Payment”), such Special Severance Payment to be made without regard to your payment of COBRA premiums.
- Outplacement Benefits – As an additional benefit, the Company will provide outplacement services to you for up to six (6) months following the Separation Date.
- Annual Bonus – Because you have already received your annual bonus for the 2016 calendar year, you are not entitled to any further payments under Section 2(a)(iii) of the Severance Agreement. You are eligible for a bonus for your consulting services provided in connection with your Consulting Agreement.

The Company shall make deductions, withholdings and tax reports with respect to the payments and benefits detailed herein that it reasonably determines to be required. The payments detailed in this Separation Agreement shall be in amounts net of any such deductions or withholdings, and nothing in this Separation 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. You acknowledge that you are not entitled to any severance benefits, equity rights or other compensation except as expressly set forth in this Separation Agreement.

Continuing Obligations

Finally, as a reminder, if you breach any of your obligations under the Confidentiality and Non-Competition Agreement between you and the Company dated December 15, 2015 (the “Confidentiality and Non-Compete Agreement”) or the Release, in addition to any other legal or equitable remedies it may have for such breach, the Company shall have the right to terminate its payments to you or for your benefit described herein. The termination of such payments or benefits in the event of your breach will not affect your continuing obligations under the Confidentiality and Non-Compete Agreement or the Release.

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Please sign and return this Separation Agreement along with the Release within the timeframe set forth in Section 1 of the Release. This Separation Agreement may be executed in separate counterparts. When both counterparts are signed, they shall be treated together as one and the same document. This Separation Agreement shall be interpreted and enforced under the laws of the Commonwealth of Massachusetts, without regard to conflict of law principles.

Sincerely,

/s/ Deborah Kauffman

Deborah Kauffman
Vice President, Human Resources

Enclosure (Exhibit A)

You are advised to consult with an attorney before signing this Separation Agreement. This is a legal document. Your signature will commit you to its terms. By signing below, you acknowledge that (i) you have carefully read and fully understand all of the provisions of this Separation Agreement, (ii) you are knowingly and voluntarily entering into this Separation Agreement, and (iii) you are not relying upon any promises or representations made by anyone at or on behalf of the Company.

/s/ B. Nicholas Harvey
B. Nicholas Harvey

Dated: May 15, 2017

EXHIBIT A

GENERAL RELEASE OF CLAIMS

This General Release of Claims (“*Release*”) is entered into between B. Nicholas Harvey (“*Executive*”), and Radius Health, Inc., (the “*Company*”) (collectively referred to herein as the “*Parties*”).

WHEREAS, Executive and the Company are parties to that certain Executive Severance Agreement dated as of July 1, 2015 (the “*Agreement*”);

WHEREAS, the Parties agree that Executive is entitled to certain severance benefits under the Agreement as detailed in the Company’s letter to the Executive dated May 15, 2017 (the “*Separation Agreement*”), subject to Executive’s execution of this Release; and

WHEREAS, the Company and Executive now wish to fully and finally to resolve all matters between them.

NOW, THEREFORE, in consideration of, and subject to, the severance benefits payable to Executive pursuant to the Separation Agreement, the adequacy of which is hereby acknowledged by Executive, and which Executive acknowledges that he or she would not otherwise be entitled to receive, Executive and the Company hereby agree as follows:

1. General Release of Claims by Executive.

(a) Executive, on behalf of himself or herself and his or her executors, heirs, administrators, representatives and assigns, hereby agrees to release and forever discharge the Company and all predecessors, successors and their respective parent corporations, affiliates, related, and/or subsidiary entities, and all of their past and present investors, directors, shareholders, officers, general or limited partners, employees, attorneys, creditors, agents and representatives, and the employee benefit plans in which Executive is or has been a participant by virtue of his or her employment with or service to the Company (collectively, the “*Company Releasees*”), from any and all claims, debts, demands, accounts, judgments, rights, causes of action, equitable relief, damages, costs, charges, complaints, obligations, promises, agreements, controversies, suits, expenses, compensation, responsibility and liability of every kind and character whatsoever (including attorneys’ fees and costs), whether in law or equity, known or unknown, asserted or unasserted, suspected or unsuspected (collectively, “*Claims*”), which Executive has or may have had against such entities based on any events or circumstances arising or occurring on or prior to the date hereof, including without limitation Claims arising directly or indirectly out of, relating to, or in any other way involving in any manner whatsoever Executive’s employment by or service to the Company or the termination thereof, including without limitation any and all claims arising under federal, state, or local laws relating to employment, including without limitation claims of wrongful discharge, breach of express or implied contract, fraud, misrepresentation, defamation, or liability in tort, of retaliation or discrimination under federal, state or local law, claims under the Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101 et seq., or the Fair Labor Standards Act, 29 U.S.C. § 201 et seq., claims for wages, bonuses, incentive compensation, commissions, vacation pay or any other compensation or benefits, either

under the Massachusetts Wage Act, M.G.L. c. 149, §§148-150C, or otherwise, claims for damages or other remedies of any sort, including, without limitation, compensatory damages, punitive damages, injunctive relief and attorney's fees, and claims of any kind that may be brought in any court or administrative agency including, without limitation, claims under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000, et seq.; the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 et seq.; the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 et seq.; the Civil Rights Act of 1866, and the Civil Rights Act of 1991; 42 U.S.C. Section 1981, et seq.; the Age Discrimination in Employment Act, as amended, 29 U.S.C. Section 621, et seq. (the "**ADEA**"); the Equal Pay Act, as amended, 29 U.S.C. Section 206(d); regulations of the Office of Federal Contract Compliance, 41 C.F.R. Section 60, et seq.; the Family and Medical Leave Act, as amended, 29 U.S.C. § 2601 et seq.; the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201 et seq.; the Employee Retirement Income Security Act, as amended, 29 U.S.C. § 1001 et seq.; and any similar state or local law. Executive agrees not to accept damages of any nature, other equitable or legal remedies for Executive's own benefit or attorney's fees or costs from any of the Company Releasees with respect to any Claim released by this Release.

Notwithstanding the generality of the foregoing, Executive does not release the following:

(i) Claims for unemployment compensation or any state disability insurance benefits pursuant to the terms of applicable state law;

(ii) Claims for workers' compensation insurance benefits under the terms of any worker's compensation insurance policy or fund of the Company;

(iii) Claims pursuant to the terms and conditions of the federal law known as COBRA;

(iv) Claims for indemnity under the bylaws of the Company or its affiliates, as provided for by law or under any applicable insurance policy with respect to Executive's liability as an employee, director or officer of the Company pursuant to which Executive is covered as of the effective date of Executive's termination of employment with the Company and its subsidiaries ;

(v) Claims for payment under Section 2(a)(i), (ii) and (iv) of the Agreement ; and

(vi) Any rights that cannot be released as a matter of applicable law, but only to the extent such rights may not be released under such applicable law.

(b) Executive acknowledges that this Release was presented to him or her on May 15, 2017 and that Executive is entitled to have twenty-one (21) days' time in which to consider it. Executive further acknowledges that the Company has advised him or her that he or she is waiving his or her rights under the ADEA, and that Executive should consult with an attorney of his or her choice before signing this Release, and Executive has had sufficient time to consider the terms of this Release. Executive represents and acknowledges that if Executive executes this Release before twenty-one (21) days have elapsed, Executive does so knowingly, voluntarily, and upon the advice and with the approval of Executive's legal counsel (if any), and that Executive voluntarily waives any remaining consideration period.

(c) Executive understands that after executing this Release, Executive has the right to revoke it within seven (7) days after his or her execution of it. Executive understands that this Release will not become effective and enforceable unless the seven (7) day revocation period passes and Executive does not revoke the Release in writing. Executive understands that this Release may not be revoked after the seven (7) day revocation period has passed. Executive also understands that any revocation of this Release must be made in writing and delivered to the Company at its principal place of business within the seven (7) day period.

(d) Executive understands that this Release shall become effective, irrevocable, and binding upon Executive on the eighth (8th) day after his or her execution of it, so long as Executive has not revoked it within the time period and in the manner specified in clause (c) above. Executive further understands that Executive will not be given any severance benefits under the Agreement unless this Release is effective on or before the date that is thirty (30) days following the date of Executive's termination of employment.

2. Continuing Obligations. Executive acknowledges that Executive's obligations under the Confidentiality and Non-Competition Agreement between the Executive and the Company dated December 15, 2015 (the "**Confidentiality and Non-Compete Agreement**") shall continue in effect. The terms of the Confidentiality and Non-Compete Agreement are hereby incorporated by reference as material terms of this Release. For the avoidance of doubt, however, pursuant to the federal Defend Trade Secrets Act of 2016, Executive shall not be held criminally or civilly liable under any federal or state trade secret law 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.

3. Protected Disclosures and Other Protected Actions. Nothing contained in this Release, the Agreement, or the Confidentiality and Non-Compete Agreement limits Executive's 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 Release, the Agreement, or the Confidentiality and Non-Compete Agreement limits Executive's ability to communicate with any Government Agency or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including Executive's ability to provide documents or other information, without notice to the Company, nor does anything contained in this Release, the Agreement, or the Confidentiality and Non-Compete Agreement apply to truthful testimony in litigation. If Executive files any charge or complaint with any Government Agency and if the Government Agency pursues any claim on Executive's behalf, or if any other third party pursues any claim on Executive's behalf, Executive waives any right to monetary or other individualized relief (either individually, or as part of any collective or class action); provided that nothing in this Release limits any right Executive may have to receive a whistleblower award or bounty for information provided to the Securities and Exchange Commission.

4. No Assignment. Executive represents and warrants to the Company Releasees that there has been no assignment or other transfer of any interest in any Claim that Executive may have against the Company Releasees. Executive agrees to indemnify and hold harmless the

Company Releasees from any liability, claims, demands, damages, costs, expenses and attorneys' fees incurred as a result of any such assignment or transfer from Executive .

5. Severability. In the event any provision of this Release is found to be unenforceable by an arbitrator or court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to allow enforceability of the provision as so limited, it being intended that the Parties shall receive the benefit contemplated herein to the fullest extent permitted by law. If a deemed modification is not satisfactory in the judgment of such arbitrator or court, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

6. Interpretation: Construction. The headings set forth in this Release are for convenience only and shall not be used in interpreting this Release. This Release has been drafted by legal counsel representing the Company, but Executive has participated in the negotiation of its terms. Furthermore, Executive acknowledges that Executive has had an opportunity to review and revise the Release and have it reviewed by legal counsel, if desired, and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Release. Either Party's failure to enforce any provision of this Release shall not in any way be construed as a waiver of any such provision, or prevent that Party thereafter from enforcing each and every other provision of this Release.

7. Governing Law and Venue. This Release will be governed by and construed in accordance with the laws of the United States and the Commonwealth of Massachusetts applicable to contracts made and to be performed wholly within such Commonwealth, and without regard to the conflicts of laws principles that would result in the applicable of the laws of another jurisdiction. Any suit brought hereon shall be brought in the state or federal courts sitting in Boston, Massachusetts, the Parties hereby waiving any claim or defense that such forum is not convenient or proper. Each Party hereby agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by Massachusetts law.

8. Entire Agreement. This Release, the Separation Agreement, the Confidentiality and Non-Compete Agreement, the Radius Health, Inc. 2011 Equity Incentive Plan (as Amended and Restated), any predecessor plan, the applicable stock option agreements and the Consulting Agreement between the Executive and the Company (provided such Consulting Agreement is fully executed) constitute the entire agreement of the Parties in respect of the subject matter contained herein and therein and supersede all prior or simultaneous representations, discussions, negotiations and agreements, whether written or oral. This Release may be amended or modified only with the written consent of Executive and an authorized representative of the Company. No oral waiver, amendment or modification will be effective under any circumstances whatsoever.

9. Counterparts. This Release may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have executed the foregoing Release as of the date first written above.

RADIUS HEALTH, INC.

Dated: May 15, 2017

By: /s/ Robert E. Ward
Name: Robert E. Ward
Title: President and Chief Executive Officer

EXECUTIVE

Dated: May 15, 2017

Name: /s/ B. Nicholas Harvey
B. Nicholas Harvey

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") is effective as of May 17, 2017 (the "Effective Date"), is made by and between Radius Health, Inc., together with its affiliates ("Radius"), with an address of 950 Winter Street, Waltham, MA 02451 USA and B. Nicholas Harvey with an address of 4 Clifford Street, Wellesley, MA 02482 ("Consultant"). Radius and Consultant are collectively referred to as the "Parties."

WHEREAS, Radius has a legitimate business need for the Services (as defined below) that can be provided by Consultant;

WHEREAS, Consultant has the required professional qualifications, practical experience and knowledge to provide the Services; and

WHEREAS, Consultant agrees to provide the Services to Radius, and Radius wishes to retain Consultant to perform the Services, in accordance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of Consultant's engagement hereunder to perform the Services described herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms and conditions:

1. Definitions.

1.1 "Applicable Laws" shall mean any applicable business conduct, regulatory and health and safety guidelines, laws, statutes, rules, regulations, ordinances, and professional and industry codes of conduct which are applicable to the Services, Consultant or Radius anywhere in the world, including, but not limited to, those relating to anti-corruption, anti-bribery, data protection, personal health information, clinical trials and industry conduct.

1.2 "Confidential Information" shall mean any and all scientific, technical, trade, business and any other confidential or proprietary information, and Protected Data whether or not marked as confidential or proprietary, provided to Consultant by Radius, its suppliers, customers, employees, officers, agents, or others in connection with the Services or any proposed Services, or indirectly learned by Consultant as a result of provision by Consultant of the Services for which this Agreement provides, or obtained by Consultant while visiting Radius' facilities, regardless of whether such information is in written, oral, electronic, or other form. Radius' "Confidential Information" shall include, without limitation, the Data and personal data subject to the Applicable Laws.

1.3 "Data" shall mean any resulting data and information (including without limitation, written, printed, graphic, video, or audio material, and/or information contained in any computer database or in computer readable form) generated in the course of conducting Services.

1.4 "Inventions" shall mean improvements, developments, discoveries, inventions, know-how and other rights (whether or not protectable under state, provincial, federal, or foreign intellectual property laws) which are conceived and/or reduced to practice by Consultant, alone or jointly with others as a result of, or in the performance of, the Services, or which are developed using the Confidential Information.

1.5 "Services" shall mean (i) assisting with projects in coordination with the Chief Executive Officer of Radius, (ii) supporting the Chief Financial Officer of Radius, and (iii) all such other services as the Parties may mutually agree. Services may be described in a proposal or other document, which document shall be subject to the terms hereof and be attached as an exhibit ("Exhibit") hereto. In the event of any conflict between the terms of an Exhibit and the terms of this Agreement, the terms of this Agreement shall control.

2. Services.

2.1 Radius would like Consultant to provide the Services and Consultant wishes to provide the Services.

2.2 Consultant will diligently provide the Services in a timely manner on behalf of and for Radius in accordance with this Agreement, the reasonable written instructions of Radius not inconsistent with any of Consultant's obligations hereunder, and Applicable Laws.

2.3 Subject to the provisions contained in this Section and in Section 2.4, Consultant retains the right to control or direct the details, manner and means by which the Services are provided to Radius. Consultant retains the right to provide services to other individuals or companies except to the extent inconsistent with Consultant's obligations under this Agreement and/or the Confidentiality and Non-Competition Agreement between the Consultant and Radius dated December 15, 2015 (the "Confidentiality Agreement"). Except as otherwise agreed with Radius, Consultant shall perform the Services only at Radius' or Consultant's own facilities.

2.4 Consultant shall not use a subcontractor to perform the Services or otherwise subcontract Consultant's obligations hereunder without the prior written consent of Radius. Any permitted subcontractor shall be obligated to perform in accordance with this Agreement, and Consultant agrees to be responsible for the actions and omissions of such subcontractor as if Consultant had made such actions or omissions himself/herself.

3. Term.

3.1 This Agreement will commence on the Effective Date and, subject to earlier termination in accordance with this Section, shall continue for six (6) months (" Term ").

3.2 Consultant may terminate this Agreement upon 30 days written notice to Radius. Upon any termination pursuant to this Section 3.2, the Consultant shall be entitled to any unpaid consulting fees payable through the date of such termination.

3.3 Radius may terminate this Agreement immediately and without prior notice if Consultant refuses to or is unable to perform the Services due to death or disability or is in material breach of any provision of this Agreement or Applicable Laws. If Radius terminates this Agreement without cause prior to the expiration of the Term, then Consultant shall be deemed to continue providing services to Radius through the Term, including for the purposes of Section 11.1, Section 11.2, Section 11.3 and under the Separation Agreement. If Radius terminates this Agreement with cause and Consultant has performed a portion of the Services to Radius' satisfaction, Radius will compensate Consultant for Services satisfactorily completed up to the time of such termination.

3.4 Consultant may terminate this Agreement immediately and without prior notice if Radius fails to pay any amounts due to Consultant within fifteen days after sending Radius written notice of late payment due.

3.5 Upon termination of this Agreement by Radius, Consultant shall immediately cease provision of Services and return to Radius all Radius Confidential Information.

4. Confidentiality; Publication; Data Privacy.

4.1 Consultant agrees to treat any Confidential Information as the exclusive property of Radius, and Consultant agrees not to disclose any of the Confidential Information to any third party without first obtaining the written consent of Radius. Consultant agrees to protect the Confidential Information that was received with at least the same degree of care Consultant uses to protect Consultant's own confidential information.

4.2 Consultant agrees to use any Confidential Information only for the purpose of conducting Services

hereunder and for no other purpose. The above provisions of confidentiality shall not apply to that part of Confidential Information which Consultant is able to demonstrate by documentary evidence: (i) was lawfully in Consultant's possession prior to receipt from Radius without an obligation of confidentiality; (ii) was in the public domain at the time of receipt from Radius; (iii) becomes part of the public domain other than due to Consultant's fault; or (iv) is lawfully received by Consultant from a third party without an obligation of confidentiality. Notwithstanding the foregoing, Consultant may disclose that part of Confidential Information that is required by an order of a court of competent jurisdiction or any regulatory authority to be disclosed, provided that Consultant gives Radius prompt and reasonable notification of such requirement prior to such disclosure and takes all reasonable and lawful actions to obtain confidential treatment for such disclosure and to minimize the extent of such disclosure. Upon request by Radius, any and all Confidential Information received by Consultant hereunder shall be destroyed or returned promptly to Radius.

4.3 Neither Party shall disclose the existence or substance of this Agreement, except as required by Applicable Laws. Consultant shall not publish any articles or make any presentations or communications (including any written, oral, or electronic manuscript, abstract, presentation, or other publication) relating to the Services, the Confidential Information, Inventions or Data, in whole or in part, without the prior written consent of Radius. Consultant shall not engage in interviews or other contacts with the media, including but not limited to newspapers, radio, television and the Internet, related to this Agreement without Radius' prior related written consent.

4.4 This Section 4 shall survive the termination or expiration of this Agreement.

5. Intellectual Property.

5.1 Consultant shall promptly and fully disclose in writing to Radius any and all Inventions.

5.2 Consultant agrees that, as between Consultant and Radius, Radius owns all rights, title and interest in any Data or Invention, including any intellectual property (including, but not limited to, patent, trademark, copyright and trade secret) rights therein. Consultant hereby assigns to Radius all of Consultant's rights to and interest in any Data or Invention. To the extent that any of Radius' ownership rights contemplated under this section are not perfected, fail to arise, revert or terminate by operation of law, then in lieu of such ownership rights, Consultant shall automatically grant to Radius an exclusive, perpetual, irrevocable, fully paid up, royalty-free, transferable, sublicensable (through multiple layers of sublicensees) license to all rights, title and interest in the Data or Inventions for which such ownership rights failed to arise, reverted or terminated by operation of law. Consultant shall take all actions necessary in order to perfect, maintain, and/or enforce (to "Protect") Radius' rights in the Data and Inventions, including without limitation, executing and delivering all requested applications, assignments and other documents. Consultant hereby permits Radius to execute and deliver any such documents on Consultant's behalf in the event Consultant fails to do so and accepts Radius as Consultant's agent for the limited purpose of Protecting Radius' ownership and/or exclusive rights.

5.3 During and after the Term of this Agreement, Consultant agrees to assist Radius, at Radius' request, in preparing and prosecuting patent applications and patent extensions or in obtaining or maintaining other forms of intellectual property rights protection for Inventions which Radius elects to protect. Radius shall reimburse Consultant for any reasonable costs incurred in providing such assistance.

5.4 Without Radius' prior written consent, Consultant shall not engage in any activities, on its own or in collaboration with a third party, or use any third party facilities or third party intellectual property in performing the Services which could result in claims of ownership to any Inventions being made by such third party.

5.5 This Section 5 shall survive the termination or expiration of this Agreement.

6. Insider Trading.

Consultant acknowledges that in connection with this Agreement Consultant may have advance access to information that may be considered “material nonpublic information” under the United States securities laws and the equivalent laws of the country in which Consultant is established. Consultant agrees to treat such information as Confidential Information and acknowledges and agrees to be bound by the terms and conditions of Radius’ Insider Trading Policy and all related Applicable Laws. Accordingly, Consultant shall be subject to any and all restrictions on trading set forth therein.

7. Representations.

7.1 Mutual Representations. Radius and Consultant each represent, warrant and/or covenant to the other that:

(a) Radius enters into this Agreement with Consultant in order to meet a legitimate and genuine business need for the Services and that the selection of Consultant is based exclusively on Consultant’s qualifications, expertise, experience, knowledge and ability to meet this legitimate and genuine business need;

(b) entry into this Agreement, its performance and the payment for the Services, are in no way contingent, conditional or depending on any other previous, current, or potential future business that is or may be generated by Consultant; and

(c) entry into this Agreement, its performance and payment for the Services, are in no way contingent, conditional or dependent on any other previous, current, or potential future agreements between the Parties.

7.2 Compliance. Consultant further represents, warrants and/or covenants that the amounts payable hereunder shall constitute the fair market value for the Services to be provided hereunder.

8. Ethical Business Practices.

8.1. Consultant agrees to conduct the Services contemplated herein in a manner which is consistent with both Applicable Laws, including anti-bribery laws, and good business ethics. In performing the Services for Radius, Consultant (i) shall not offer to make, make, promise, authorize or accept any payment or giving anything of value, including but not limited to bribes, either directly or indirectly to any public official, regulatory authority or anyone else for the purpose of influencing, inducing or rewarding any act, omission or decision in order to secure an improper advantage, or obtain or retain business and (ii) shall comply with all applicable anti-corruption and anti-bribery laws and regulations. Consultant shall not make any payment or provide any gift to a third party in connection with Consultant’s performance of this Agreement except as may be expressly permitted in this Agreement without first identifying the intended third-party recipient to Radius and obtaining Radius’ prior written approval. Consultant shall notify Radius immediately upon becoming aware of any breach of Consultant’s obligations under this Section.

8.2. Consultant shall promptly notify Radius in the event of any government investigation or inquiry related to compliance with Applicable Laws and shall allow Radius to participate in the event it relates to the Services hereunder.

8.3 In the event that Radius has reason to believe that a breach of this Section 8 has occurred or may occur, Radius is entitled to conduct an audit and Consultant shall fully cooperate in connection with any such audit. Consultant expressly understands and agrees that any breach of this Section 8 is considered a material breach of this Agreement entitling Radius to terminate this Agreement with immediate effect hereof.

9. DISCLAIMER.

EXCEPT FOR BREACHES OF CONFIDENTIALITY OR INTELLECTUAL PROPERTY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF THE OTHER PARTY ARISING UNDER THIS AGREEMENT EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Independent Contractor Status.

10.1 This Agreement establishes between the Parties an independent contractor relationship. This relationship is completely independent of any other relationship that exists or may exist in the future between the Parties.

10.2 This Agreement does not create any employer-employee, agency or partnership relationship between the Parties. Consultant shall in no circumstances hold himself or herself out as representing the position of Radius. Except as provided in that certain Separation Agreement between Consultant and Radius dated May 15, 2017 (the "Separation Agreement") with respect to COBRA continuation coverage and with respect to continued vesting of Radius stock option awards pursuant to Section 11.2 of this Agreement, Consultant shall not be entitled to or eligible to participate in Radius' insurance plans and other compensation or benefit plans Radius maintains for its own employees. Consultant retains full and sole responsibility for complying with income reporting and other requirements imposed by Applicable Laws. Radius will not provide workers' compensation insurance coverage to Consultant for work-related accidents, illnesses, damages or injuries arising out of or in connection with the Services. Further, Consultant understands and agrees that the consulting relationship with Radius is not covered under unemployment compensation laws.

11. Compensation; Continued Vesting of Equity

11.1 During the Term, Consultant shall provide Services on an as-needed basis, up to 15 hours per week. In consideration for Consultant's Services during the Term, Radius will pay Consultant a consulting fee up to a maximum of \$108,127, payable in biweekly installments on Radius' regular payroll dates.

11.2 During the Term, the stock options that Consultant holds to purchase shares of Radius common stock will continue to vest, as described in the Separation Agreement and subject to the Radius Health, Inc. 2011 Equity Incentive Plan (as Amended and Restated), any predecessor plan and the applicable stock option agreements (such equity documents, the "Equity Documents").

11.3 Radius shall pay Consultant a bonus in the amount of \$133,080 on Radius' first regular payroll date following expiration of the Term.

11.4 Radius will reimburse out-of-pocket travel and other reasonable expenses that have been preapproved by Radius, in writing, and incurred in connection with the Services rendered hereunder, and are supported by original evidence or receipts. Reimbursement of pre-approved expenses shall be made by Radius within thirty (30) days of receipt of an itemized statement with receipts or other evidence of reimbursable expenses.

12. Miscellaneous Matters.

12.1 Any notices to be given hereunder shall be in writing and shall be delivered to the address below: (a) in person; (b) first class registered or certified mail, postage prepaid, (c) next day express delivery service; or (d) by fax or email, with originals to follow immediately thereafter by methods (a), (b) or (c). Notice shall be effective upon delivery or, in the case of (d), upon confirmation of delivery of the fax or email.

If to Radius:

Radius Health, Inc.
950 Winter Street
Waltham, MA 02451
United States of America
Attention: Chief Executive Officer
Fax:
With a copy to: General Counsel
Email:

If to Consultant:

B. Nicholas Harvey
4 Clifford Street
Wellesley, MA 02482
Email:

12.2 This Agreement, together with any Exhibit(s), the Separation Agreement, the General Release of Claims between Consultant and Radius dated May 15, 2017, the Confidentiality Agreement and the Equity Documents constitute the entire agreement of the Parties with regard to its subject matter and supersedes all previous written or oral representations, agreement(s), and understandings between the Parties hereto with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but collectively shall constitute one and the same instrument. Counterparts may be signed and delivered by facsimile or electronic transmission (including by e-mail delivery of .pdf signed copies), each of which will be binding when sent. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts without regard to any choice of law principle that would dictate the application of the law of another jurisdiction.

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IN WITNESS WHEREOF , the Parties hereto have caused this Agreement to be executed by their duly authorised representatives.

RADIUS HEALTH, INC.

CONSULTANT

By: /s/ Robert E. Ward

By: /s/ B. Nicholas Harvey

Name: Robert E. Ward

Name: B. Nicholas Harvey

Title: President and Chief Executive Officer

Date: May 15, 2017

Date: May 15, 2017



Radius Health Appoints Pharmaceutical Executive Jose Carmona as Chief Financial Officer

Waltham, Massachusetts – May 15, 2017 (GLOBE NEWSWIRE): Radius Health, Inc. (“Radius” or the “Company”) (Nasdaq:RDUS), a fully integrated science-driven biopharmaceutical company that is committed to developing innovative therapeutics in the areas of osteoporosis, oncology and endocrine diseases, today announced that Jose (Pepe) Carmona has been appointed Chief Financial Officer of the Company .

“Pepe is an accomplished pharmaceutical executive with significant financial and operational expertise, including as a CFO, and will be an exceptional addition to our team .” said Robert E. Ward, President and CEO of Radius Health. “His recent transaction experience and commercial perspective will be a great contribution as we launch and grow the TYMLOS™ franchise.”

Mr. Carmona has more than 20 years of experience in the biopharmaceutical industry across numerous leadership roles, geographies and therapeutic areas. Prior to joining Radius, Mr. Carmona was Chief Financial Officer of Innocoll Holdings PLC, currently under agreement to be acquired by Gurnet Point L.P. Previously, Mr. Carmona served as a regional Chief Financial Officer of Alcon, a division of Novartis. During his career at Novartis, Mr. Carmona held numerous financial management positions with increasing responsibilities as Divisional CFO in North America, Latin America and other senior global financial roles.

Mr. Carmona succeeds Nick Harvey, who will continue as an advisor to the Company in the areas of Finance, Business Development and Strategy during a transition period. During Mr. Harvey’s tenure the Company successfully completed its IPO and established a solid financial foundation for the growth of the organization.

About Radius

Radius is a science-driven fully integrated biopharmaceutical company that is committed to developing and commercializing innovative therapeutics in the areas of osteoporosis, oncology and endocrine diseases. Radius' lead product, *TYMLOS* (abaloparatide) injection, was approved by the U.S. Food and Drug Administration for the treatment of postmenopausal women with osteoporosis at high risk for fracture. Radius' Marketing Authorisation Application (MAA) for abaloparatide-SC for the treatment of postmenopausal women with osteoporosis is under regulatory review in Europe. The Radius clinical pipeline includes an investigational abaloparatide transdermal patch for potential use in osteoporosis and the investigational drug

elacestrant (RAD1901) for potential use in hormone-driven and/or hormone-resistant breast cancer, and vasomotor symptoms in postmenopausal women. Radius' RAD140, a non-steroidal, selective androgen receptor modulator (SARM), is under investigation for potential use in hormone receptor positive breast cancer. For more information, please visit www.radiuspharm.com.

About *TYMLOS* (abaloparatide)

TYMLOS (abaloparatide) was approved by the U.S. Food and Drug Administration for the treatment of postmenopausal women with osteoporosis at high risk for fracture defined as history of osteoporotic fracture, multiple risk factors for fracture, or patients who have failed or are intolerant to other available osteoporosis therapy. Radius' Marketing Authorisation Application (MAA) for abaloparatide-SC for the treatment of women with postmenopausal osteoporosis was validated and is currently undergoing regulatory review by the European Medicines Agency (EMA).

Radius also is developing abaloparatide-transdermal (abaloparatide-TD) based on 3M's patented Microstructured Transdermal System technology for potential use as a treatment for postmenopausal women with osteoporosis.

About Elacestrant (RAD1901)

Elacestrant is a selective estrogen receptor down-regulator/degrader (SERD), which at high doses is being evaluated for potential use as an oral non-steroidal treatment for hormone-driven, or hormone-resistant, breast cancer. Elacestrant is currently being investigated for potential use in postmenopausal women with estrogen receptor positive breast cancer, the most common form of the disease. Studies completed to date indicate that the compound has the potential for use as a single agent or in combination with other therapies for the treatment of breast cancer.

Additional information on the clinical trial program of elacestrant (RAD1901) is available on www.clinicaltrials.gov.

About RAD140

RAD140 is a non-steroidal selective androgen receptor modulator (SARM). The androgen receptor (AR) is frequently expressed in many estrogen receptor (ER)-positive, ER-negative, and triple-negative breast cancers. Because of its receptor and tissue selectivity, potent activity, oral bioavailability, and long half-life, RAD140 could have clinical potential in the treatment of breast cancer. RAD140 resulted from an internal drug discovery program focused on the androgen receptor pathway, and exhibits a differentiated mechanism of action compared to ER-targeted therapy.

Forward-Looking Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. All statements contained in this press release that do not relate to matters of historical fact should be considered forward-looking statements, including without limitation statements regarding the progress of abaloparatide-SC in the regulatory process with the EMA, our plans for commercialization of TYMLOS in the U.S., our plans to build and launch the global TYMLOS franchise, the progress in the development of our product candidates, including abaloparatide-TD, elacestrant (RAD1901) and RAD140, and the potential clinical uses and therapeutic and other benefits of our product candidates, including abaloparatide-TD, elacestrant and RAD140.

These forward-looking statements are based on management's current expectations. These statements are neither promises nor guarantees, but involve known and unknown risks, uncertainties and other important factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements, including, but not limited to, the following: we have no product revenues and may need to raise additional funding, which may not be available; risks related to raising additional capital; our limited operating history; our dependence on the success of TYMLOS, and our inability to ensure that TYMLOS will obtain regulatory approval outside the U.S. or be successfully commercialized in any market in which it is approved, including as a result of risk related to coverage, pricing and reimbursement; risks related to competitive products, any collaboration agreements failing to be successful; risks related to clinical trials, including our reliance on third parties to conduct key portions of our clinical trials and uncertainty that results will support our product candidate claims; the risk that adverse side effects will be identified during the development of our product candidates or during commercialization, if approved; risk related to manufacturing, supply and distribution; and the risk of litigation or other challenges regarding our intellectual property rights. These and other important risks and uncertainties discussed in our filings with the Securities and Exchange Commission, or SEC, including under the caption "Risk Factors" in our most recent Annual Report on Form 10-K and subsequent filings with the SEC, could cause actual results to differ materially from those indicated by the forward-looking statements made in this press release. Any such forward-looking statements represent management's estimates as of the date of this press release. While we may elect to update such forward-looking statements at some point in the future, we disclaim any obligation to do so, even if subsequent events cause our views to change. These forward-looking statements should not be relied upon as representing our views as of any date subsequent to the date of this press release.

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