

# RADIUS HEALTH, INC.

## **FORM 8-K** (Current report filing)

Filed 11/16/17 for the Period Ending 11/16/17

Address	ATTN: CHIEF FINANCIAL OFFICER 950 WINTER STREET WALTHAM, MA, 02451
Telephone	617-551-4000
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Sector	Healthcare
Fiscal Year	12/31

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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM 8-K**

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**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): November 16, 2017**

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**RADIUS HEALTH, INC.**

(Exact name of registrant as specified in its charter)

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**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)

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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.

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

On November 16, 2017, Radius Health, Inc. (the “Company”) and Jesper Høiland, President and Chief Executive Officer, entered into an amendment (the “Amendment”) to Mr. Høiland’s employment agreement (the “Agreement”) with the Company.

The Amendment provides for the reimbursement of up to \$35,000 for reasonable out-of-pocket moving fees incurred by Mr. Høiland in connection with relocating his principal residence for the position with the Company. The Amendment also provides that in the event the Company terminates Mr. Høiland’s employment without cause or he resigns for good reason within twelve months following a change of control (as defined in the Agreement) of the Company, and subject to his signing and not revoking a general release of claims and continued compliance with applicable restrictive covenants in his Agreement, Mr. Høiland will be entitled to receive (i) a lump sum payment equal to his then target annual bonus and (ii) accelerated vesting of all unvested Company equity or equity-based awards that vest based solely on the passage of time.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, which is filed as an exhibit to this Current Report on Form 8-K and incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#">First Amendment to Employment Agreement between the Company and Jesper Høiland.</a>

## EXHIBIT INDEX

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10.1	<a href="#">First Amendment to Employment Agreement between the Company and Jesper Høiland.</a>

**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: November 16, 2017

By: /s/ Brent Hatzis-Schoch

Name: Brent Hatzis-Schoch

Title: General Counsel

**FIRST AMENDMENT  
TO  
EMPLOYMENT AGREEMENT**

This First Amendment (the “Amendment”) to that certain Employment Agreement between Jesper Høiland (the “**Executive**”) and Radius Health, Inc. (the “**Company**”) dated as of June 23, 2017 (the “**Agreement**”) is made as of this 16<sup>th</sup> day of November, 2017 (the “**Amendment Effective Date**”), by and among the Executive and the Company. Except as set forth in this Amendment, capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

**WITNESSETH**

WHEREAS, the Company and the Executive desire to amend the terms of the Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Executive and the Company hereby agree to the following:

1. Section 5 (Compensation) of the Agreement is hereby amended by adding a new section 5.8 (Reimbursement of Relocation Fees) to read as follows:

“5.8 Reimbursement of Relocation Fees. The Executive shall be entitled to reimbursement for up to \$35,000 for reasonable out-of-pocket moving fees incurred by the Executive in connection with the Executive’s relocation of his principal residence to Massachusetts for the position with the Company provided the Company pays such reimbursement to the Executive on or before March 15, 2018. The Company will determine in its reasonable judgment what, if any, of the Executive’s reimbursed relocation expenses are for nondeductible expenses in accordance with applicable law and will comply with associated withholding and tax reporting obligations.”

2. The sentence following Section 6.1(a)(iii) that states “Items 6.1(a)(i) through 5.1(a)(iv) are referred to herein collectively as the ‘Accrued Amounts’” is hereby amended by replacing it with the following:

“Items 6.1(a)(i) through 6.1(a)(iii) are referred to herein collectively as the ‘Accrued Amounts.’”

3. Sub-section (a)(i) of Section 6.4 (Change in Control Termination) of the Agreement is hereby amended and restated in its entirety to read as follows:

“(i) a lump sum payment equal to: (A) one and a half (1.5) times the Executive’s Base Salary then in effect, and (B) the Executive’s Target Bonus (disregarding any decrease in such target annual bonus amount that constitutes a Good Reason event), such lump sum payment to be paid within fifty (50) days following the Termination Date.”

4. Sub-section (a)(iii) of Section 6.4 (Change in Control Termination) of the Agreement is hereby amended and restated in its entirety to read as follows:

“(iii) Notwithstanding the terms of any equity incentive plan or award agreements, as applicable, all outstanding unvested equity or equity-based awards granted to the Executive under any Company equity compensation plans that vest solely based upon the passage of time shall immediately become 100% vested. For the avoidance of doubt, any such awards that vest in

whole or in part based upon the attainment of performance vesting conditions shall continue to be governed by the terms of the applicable award agreement.”

5. Except as expressly set forth in this Amendment, the Agreement shall remain unchanged and shall continue in full force and effect according to its terms. This Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

**RADIUS HEALTH, INC.**

By: /s/ Kurt C. Graves

Name: Kurt C. Graves

Title: Chairman of the Board of Directors

**EXECUTIVE**

By: /s/ Jesper Høiland

Name: Jesper Høiland