

Radius Health, Inc.  
Form 8-K  
November 16, 2017

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): November 16, 2017

RADIUS HEALTH, INC.

(Exact name of registrant as specified in its charter)

|                              |              |                     |
|------------------------------|--------------|---------------------|
| Delaware                     | 001-35726    | 80-0145732          |
| (State or other jurisdiction | (Commission  | (IRS Employer       |
| of incorporation)            | File Number) | Identification No.) |

950 Winter Street,

|                                          |            |
|------------------------------------------|------------|
| Waltham, MA                              | 02451      |
| (Address of principal executive offices) | (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.

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

Exhibit

No. Description

10.1 First Amendment to Employment Agreement between the Company and Jesper Høiland.

EXHIBIT INDEX

| Exhibit<br>No. | Description                                                                            |
|----------------|----------------------------------------------------------------------------------------|
| 10.1           | <u>First Amendment to Employment Agreement between the Company and Jesper Høiland.</u> |

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