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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): August 28, 2017**

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**Inotek Pharmaceuticals Corporation**  
(Exact name of registrant as specified in its charter)

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

**001-36829**  
(Commission  
File Number)

**04-3475813**  
(I.R.S. Employer  
Identification No.)

**91 Hartwell Avenue**  
**Lexington, MA**  
(Address of principal executive offices)

**02421**  
(Zip Code)

**Registrant's telephone number, including area code (781) 676-2100**

**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:

- 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 or Rule 12b-2 of the Securities Exchange Act of 1934.

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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

***Ritter Amended Offer Letter***

On August 28, 2017, the Company entered into an amendment to the Offer Letter, dated as of April 19, 2014 (the “Offer Letter”), with Dale Ritter, the Vice President, Finance of Inotek Pharmaceuticals Corporation (the “Company”) (the “Amendment”). Under the Amendment, in the event of a Change of Control (as defined in the Offer Letter), Mr. Ritter shall receive six (6) months of severance payments, at a monthly rate equal to his then current monthly base salary. In addition, if Mr. Ritter experiences a Qualifying Termination (as defined in the Amendment), and if Mr. Ritter elects COBRA continuation coverage in connection therewith, the Company shall pay the same portion of premiums that it pays for active employees for the same level of group health coverage as in effect for Mr. Ritter on the date his employment with the Company ends until the earliest of the following: (i) the end of the Severance Pay Period (as defined in the Amendment) or (ii) the end of his eligibility under COBRA continuation coverage. Furthermore, upon a Qualifying Termination, Mr. Ritter’s outstanding unvested equity awards will be fully vested upon his execution of a comprehensive release of claims in the Company’s favor.

The description of the Amendment set forth herein does not purport to be complete and is qualified in its entirety by reference to the full text thereof, which is attached hereto as Exhibit 10.1.

***Southwell Amended Employment Agreement***

On August 28, 2017, the Company entered into an amendment to the Employment Agreement, dated as of July 28, 2014 (the “Employment Agreement”), by and between David Southwell and the Company (the “Amended Employment Agreement”). Under the Amended Employment Agreement, Mr. Southwell will receive eighteen (18) months of COBRA coverage continuation if terminated in connection with a Change of Control (as defined in the Employment Agreement).

The description of the Amended Employment Agreement set forth herein does not purport to be complete and is qualified in its entirety by reference to the full text thereof, which is attached hereto as Exhibit 10.2.

***Approval of Retention Bonuses***

On September 1, 2017, the Company approved the award of cash retention bonuses to certain key employees of the Company, with each such bonus becoming payable upon a change of control of the Company and subject to the employee’s continued employment with the Company through the consummation of any such change of control transaction. With respect to the executive officers of the Company, Dr. Rudolph Baumgartner, the Executive Vice President, Chief Medical Officer of the Company, will be eligible to receive a retention bonus of \$141,785; Dale Ritter will be eligible to receive a retention bonus of \$84,739; and David Southwell will be eligible to receive a retention bonus of \$239,862.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment to Offer Letter, effective as of September 1, 2017, by and between the Company and Dale Ritter
10.2	Amendment to Offer Letter, effective as of September 1, 2017, by and between the Company and David Southwell

\* \* \*

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: September 1, 2017

**INOTEK PHARMACEUTICALS CORPORATION**

By: /s/ Dale Ritter  
Dale Ritter  
Vice President – Finance

**EXHIBIT INDEX**

**Exhibit  
No.**

**Description**

- |      |   |
|------|---|
| 10.1 | <a href="#"><u>Amendment to Offer Letter, effective as of September 1, 2017, by and between the Company and Dale Ritter</u></a>     |
| 10.2 | <a href="#"><u>Amendment to Offer Letter, effective as of September 1, 2017, by and between the Company and David Southwell</u></a> |



September 1, 2017  
Dale Ritter  
91 Hartwell Avenue  
Lexington, MA

Re: Amendment to Offer Letter

Dear Dale,

This letter hereby amends the offer letter dated August 19, 2014 (this "Amendment") between you and Inotek Pharmaceuticals Corporation ("Inotek" or the "Company"). The paragraph in the offer letter beginning with "You should be aware that your employment with the Company constitutes "at-will" employment" is hereby superseded and replaced with the following language, and capitalized but undefined terms used below are defined in the offer letter:

You should be aware that your employment with the Company constitutes "at-will" employment. This means that your employment relationship with the Company may be terminated at any time with or without notice, with or without good cause or for any or no cause, at either party's option. You understand and agree that neither your job performance nor promotions, commendations, bonuses (if any) or the like from the Company give rise to or in any way serve as the basis for modification, amendment, or extension, by implication or otherwise, of your employment with the Company.

Please note, however, that if, at any time after the date of this Amendment, your employment with the Company is terminated: (a) by the Company without Cause (as defined below) or (b) by you as a result of your resignation for Good Reason, as defined below (each a "Qualifying Termination"), then upon your execution of a comprehensive release of claims in the Company's (and/or its successors(s)) favor in a form and of a scope reasonably acceptable to the Company within the 21-day period following the date your employment terminates and the expiration of the seven-day revocation period for such release, you shall also receive severance payments, at a monthly rate equal to your then current monthly base salary, for a period of six (6) months (the "Severance Pay Period"). In addition, if you experience a Qualifying Termination and in connection therewith you elect COBRA continuation coverage, the Company shall pay the same portion of premiums that it pays for active employees for the same level of group health coverage as in effect for you on the date your employment with the Company ends until the earliest of the following: (i) the end of the Severance Pay Period or (ii) the end of your eligibility under COBRA continuation coverage. Such severance payments shall be payable on at least a monthly basis and shall be subject to all applicable federal, state and local withholding, payroll and other taxes, commencing on the first payroll date of the Company that occurs 30 days following the date your employment terminates. Solely for purposes of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), each installment payment is considered a separate payment. Furthermore, upon the date you experience a Qualifying Termination, all outstanding stock options and other stock-based awards you hold shall vest in full and become exercisable or nonforfeitable as of such date, notwithstanding anything to the contrary in any applicable stock option agreement or stock-based award agreement.

For purposes of this letter, "Change in Control" shall mean (i) the sale of the Company by merger in which the shareholders of the Company in their capacity as such no longer own a majority of the outstanding equity securities of the Company (or its successor); (ii) any sale of all or substantially all of the assets or capital stock of the Company (other than in a spin-off or similar transaction); or (iii) any other acquisition of the business of the Company, as determined by the Board.

For purposes of this letter, "Cause" shall mean any one or more of the following: (i) your misconduct, deliberate disregard of the rules or policies of the Company, or breach of fiduciary duty to the Company; (ii) your commission of an act of fraud, theft, misappropriation or embezzlement; (iii) your violation of federal or state securities laws; (iv) your conviction of, or pleading *nolo contendere* to, a felony or any other crime involving moral turpitude; or (v) your material breach of this offer letter, any stock option agreement between you and the Company, the Confidentiality Agreement attached hereto as Exhibit A, or any other written agreement between you and the Company. Please note that you shall not be eligible for any severance payments should your employment terminate because of death or Disability. For purposes of this letter, you shall be deemed to have a "Disability" if you are unable to perform the essential functions of your job or without reasonable accommodation for a period of 120 consecutive or cumulative calendar days in any 12-month period. Any accommodation will not be deemed reasonable if it imposes an undue hardship on the Company. You agree to submit to an examination by a Company-selected physician for the determination of such Disability. Such physician shall not be an employee or consultant of the Company, nor shall such physician be located more than 50 miles from the Company's current Lexington, Massachusetts office.

For purposes of this letter, "Good Reason" shall mean any one or more of the following: (i) the Company's reduction of your compensation as in effect on the date prior to a Change in Control and that is not part of a reduction applicable to the other senior executives of the Company, or the Company's failure to pay your compensation in the time and manner contemplated herein or (ii) the material reduction in your title, responsibilities, duties, reporting relationships or authorities as Vice President Finance; *provided, however*, that an event described in this sentence shall not constitute Good Reason unless it is communicated by you to the Company in writing within 90 days of the event, and the Company has not cured the event within 30 days of receiving written notice from you setting forth the nature of such alleged Good Reason.

All other terms in the offer letter remain in full force and effect.

This Amendment shall be governed by and construed in accordance with the laws of the State of Massachusetts applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first above written.

COMPANY:  
INOTEK PHARMACEUTICALS CORPORATION

By: /s/ David Southwell  
David P. Southwell  
President and Chief Executive Officer

/s/ Dale Ritter  
Dale Ritter



September 1, 2017  
 David P. Southwell  
 91 Hartwell Avenue  
 Lexington, MA

Re: Amendment to Employment Agreement

Dear David,

This letter hereby amends the offer letter dated July 28, 2014 (this "Amendment") between you and Inotek Pharmaceuticals Corporation ("Inotek" or the "Company"). The paragraph in the offer letter beginning with "In the event that: (A) the Company terminates your employment without Cause or you resign for Good Reason, both as defined below" is hereby superseded and replaced with the following language, and capitalized but undefined terms used below are defined in the offer letter:

**8. Termination Benefits.** In the event that: (A) the Company terminates your employment without Cause or you resign for Good Reason, both as defined below, and (B) the Date of Termination occurs after the earlier of (i) nine months from the Start Date, or (ii) the completion of an IPO (in either case the "Severance Commencement Date"); and (C) you enter into, do not revoke and comply with the terms of a separation agreement containing customary terms in a form provided by the Company which shall include a general release of claims against the Company and related persons and entities (the "Release") and a ratification of your obligations under the Restrictive Covenant Agreement attached to this letter and nondisparagement, but which shall not otherwise impose any new obligations on you, then in addition to the Accrued Obligations, the Company will provide you with either: (y)(A) base salary and COBRA continuation (of the employer's portion of the premium cost) for the twelve month period immediately following the Date of Termination; and (B) accelerated vesting of any then outstanding time based equity awards so that shares that would have vested at any time on or before the one year anniversary of the Date of Termination shall become vested as of the Date of Termination (Section 8(y) A and B are collectively "Severance Option 1"), or (z) one lump sum payment equal to eighteen (18) months of your base salary in effect on the Date of Termination and COBRA continuation (of the employer's portion of the premium cost) for the eighteen month period immediately following the Date of Termination ("Severance Option 2"). Severance Option 1 shall apply unless the Date of Termination occurs after all of the following have occurred: the Severance Commencement Date, an IPO and a Change in Control in which case Severance Option 2 shall apply. The first (or only) severance payment shall be made within 45 days after the Date of Termination. If Severance Option 1 applies and you miss a regular payroll period between the Date of Termination and first severance payment date, the first severance payment shall include a "catch up" payment. Solely for purposes of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), each severance payment is considered a separate payment. For the avoidance of doubt, in the event your employment terminates for any reason other than a termination by the Company without Cause or your resignation for Good Reason, in either case after the Severance Commencement Date, you will be entitled to the Accrued Obligations but you will not be entitled to any of the Termination Benefits described in this Section 8. Notwithstanding anything herein to the contrary, in the event of the termination of your employment for any reason, the terms of the MIP shall govern whether and to what extent you are entitled to receive any amounts in respect of the MIP thereafter.

For purposes of this Agreement, "Cause" shall mean the occurrence of any one or more of the following events: (i) your material misconduct, deliberate and material violation of the rules or policies of the Company, or breach of a fiduciary duty owed to the Company; (ii) your commission of an act of fraud, theft, misappropriation or embezzlement; (iii) your violation of federal or state securities laws; (iv) your conviction of, or pleading nolo contendere to, a felony or any other crime involving moral turpitude; (v) your failure to use his or her reasonable best efforts to consummate a potential Change of Control with one

or more potential Acquirers, following the initiation of a Change of Control process supported by the Board; or (vi) your material breach of any written agreement between the Company and you, which breach is not cured by you within ten (10) days of written notice by the Company to you specifying in reasonable detail such breach.

“Good Reason” shall mean that you have complied with the “Good Reason Process” (hereinafter defined) following the occurrence of any of the following events: (i) a reduction of your base salary without your prior consent (other than in connection with, and substantially proportionate to, reductions by the Company of the compensation of the Company’s management employees); (ii) material diminution in your duties, responsibilities and authorities with the Company, without your prior consent; (iii) relocation of the Company’s offices more than 50 miles away from the current location without your prior consent.

“Good Reason Process” shall mean that (i) you have reasonably determined in good faith that a “Good Reason” condition has occurred; (ii) you have notified the Company in writing of the first occurrence of the Good Reason condition within 90 days of the first occurrence of such condition; (iii) you have cooperated in good faith with the Company’s efforts, for a period not less than 30 days following such notice (the “Cure Period”), to remedy the condition; (iv) notwithstanding such efforts, the Good Reason condition continues to exist; and (v) you terminate your employment within 30 days after the end of the Cure Period. If the Company cures the Good Reason condition during the Cure Period, Good Reason shall be deemed not to have occurred.

All other terms in the offer letter remain in full force and effect.

This Amendment shall be governed by and construed in accordance with the laws of the State of Massachusetts applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first above written.

COMPANY:  
INOTEK PHARMACEUTICALS CORPORATION

By: /s/ Dale Ritter  
Dale Ritter  
Vice President – Finance

/s/ David P. Southwell  
David P. Southwell