FORM SC TO-T

Third party tender offer statement

Filing Date: **2022-07-13**
SEC Accession No. 0001193125-22-192334

(HTML Version on secdatabase.com)

SUBJECT COMPANY

Radius Health, Inc.

CIK:**1428522**| IRS No.: **800145732** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **SC TO-T** | Act: **34** | File No.: **005-84055** | Film No.: **221080299**
SIC: **2834** Pharmaceutical preparations

Mailing Address
ATTN: PRINCIPAL FINANCE OFFICER
22 BOSTON WHARF ROAD, 7TH FLOOR
BOSTON MA 02210

Business Address
ATTN: PRINCIPAL FINANCE OFFICER
22 BOSTON WHARF ROAD, 7TH FLOOR
BOSTON MA 02210
617-551-4000

FILED BY

Ginger Merger Sub, Inc.

CIK:**1936610**| IRS No.: **000000000** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **SC TO-T**

Mailing Address
C/O WAYPOINT INTERNATIONAL GP LLC
55 CAMBRIDGE PARKWAY, SUITE 401
CAMBRIDGE MA 02142

Business Address
C/O WAYPOINT INTERNATIONAL GP LLC
55 CAMBRIDGE PARKWAY, SUITE 401
CAMBRIDGE MA 02142
(617) 588-4900

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

SCHEDULE TO

Tender Offer Statement Pursuant to Section 14(d)(1) or 13(e)(1)
of the Securities Exchange Act of 1934

RADIUS HEALTH, INC.
(Name of Subject Company)

GINGER MERGER SUB, INC.
(Offeror)
A wholly owned subsidiary of

GINGER ACQUISITION, INC.
(Parent of Offeror)

GINGER HOLDINGS, INC.
GINGER TOPCO L.P.
GINGER GP LLC
GPC WH FUND LP
PATIENT SQUARE EQUITY PARTNERS, LP
(Other Persons)
(Names of Filing Persons (identifying status as offeror, issuer or other person))

COMMON STOCK, PAR VALUE $0.0001 PER SHARE
(Title of Class of Securities)

750469207
(CUSIP Number of Class of Securities)

Adam Dilluvio
Ginger Merger Sub, Inc.
c/o Gurnet Point Capital , LLC
55 Cambridge Parkway, Suite 401
Cambridge, MA 02142
(617) 588-4900

Adam Fliss
Ginger Merger Sub, Inc.
c/o Patient Square Capital, LP
2884 Sand Hill Road, Suite 100
Menlo Park, CA 94025
(650) 677-8100

(Name, address and telephone number of person authorized to receive notices and communications on behalf of filing persons)

with copies to:

Peter N. Handrinos
Leah R. Sauter
Elisabeth M. Martin
Latham & Watkins LLP
200 Clarendon Street
Boston, MA 02116
(617) 880-4500

Michael E. Weisser, P.C.
Maggie D. Flores
Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
(212) 446-4800

☐ Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

☒ third-party tender offer subject to Rule 14d-1.

☐ issuer tender offer subject to Rule 13e-4.

☐ going-private transaction subject to Rule 13e-3.

☐ amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer: ☐

If applicable, check the appropriate box(es) below to designate the appropriate rule provision(s) relied upon:

☐ Rule 13e-4(i) (Cross-Border Issuer Tender Offer)

☐ Rule 14d-1(d) (Cross-Border Third-Party Tender Offer)

This Tender Offer Statement on Schedule TO (this "Schedule TO") relates to the tender offer by Ginger Merger Sub, Inc., a Delaware corporation ("Purchaser") and a wholly owned subsidiary of Ginger Acquisition, Inc., a Delaware corporation ("Parent"), for all of the outstanding shares of common stock, par value $0.0001 per share (the "Shares"), of Radius Health, Inc., a Delaware corporation ("Radius"), in exchange for (x) an amount in cash equal to $10.00, without interest and less applicable tax withholdings (the "Cash Consideration"), and (y) one contractual contingent value right (a "CVR") that will represent the right to receive a contingent payment of $1.00 (without interest thereon) upon the achievement of a specified milestone (the Cash Consideration and one CVR, collectively, the "Offer Price"), upon the terms and subject to the conditions set forth in an Offer to Purchase, dated July 13, 2022 (as it may be amended or supplemented from time to time, the "Offer to Purchase") and in the related Letter of Transmittal (the "Letter of Transmittal"), copies of which are attached hereto as exhibits (a)(1)(A) and (a)(1)(B), respectively.

All of the information set forth in the Offer to Purchase, including Schedule I thereto, is incorporated by reference herein in response to Items 1 through 9 and Item 11 of this Schedule TO, and is supplemented by the information specifically provided in this Schedule TO.

Item 1. ***Summary Term Sheet.***

The information set forth in the section of the Offer to Purchase entitled "Summary Term Sheet" is incorporated herein by reference.

Item 2. ***Subject Company Information.***

(a) The name of the subject company and the issuer of the securities to which this Schedule TO relates is Radius Health, Inc., a Delaware corporation. Radius' s principal executive offices are located 22 Boston Wharf Road, 7th Floor, Boston, Massachusetts 02210. Radius' s telephone number at such address is (617) 551-4000. The information set forth in Section 7 of the Offer to Purchase entitled "Certain Information Concerning Radius" is incorporated herein by reference.

(b) This Schedule TO relates to all outstanding Shares. Radius has advised Parent that, as of the close of business on June 30, 2022, 47,607,604 Shares were outstanding, 6,788,067 Shares were issuable pursuant to outstanding stock options, 1,684,552 Shares were subject to issuance upon settlement of outstanding restricted stock units and 960,000 Shares were subject to issuance upon settlement of outstanding performance stock units, as described in further detail in the Offer to Purchase. The information set forth in the section of the Offer to Purchase entitled "Introduction" is incorporated herein by reference.

(c) The information set forth in Section 6 of the Offer to Purchase entitled "Price Range of Shares; Dividends" is incorporated herein by reference.

Item 3. ***Identity and Background of Filing Person.***

(a)-(c) This Schedule TO is filed by Ginger Acquisition, Inc., a Delaware corporation, Ginger Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of Ginger Acquisition, Inc., Ginger Holdings, Inc., a Delaware corporation, Ginger TopCo L.P., a Delaware limited partnership, Ginger GP LLC, a Delaware limited liability company, GPC WH Fund LP, a Delaware limited partnership, and Patient Square Equity Partners, LP, a Delaware limited partnership. The information set forth in Section 8 of the Offer to Purchase entitled "Certain Information Concerning Parent, Purchaser and Certain Related Persons" and in Schedule I to the Offer to Purchase is incorporated herein by reference.

Item 4. ***Terms of the Transaction.***

(a)(1)(i)-(viii), (xii), (a)(2)(i)-(v), (vii) The information set forth in the following sections of the Offer to Purchase is incorporated herein by reference:

the "Summary Term Sheet"

the "Introduction"

Section 1−"Terms of the Offer"

Section 2−"Acceptance for Payment and Payment for Shares"

Section 3−"Procedures for Accepting the Offer and Tendering Shares"

Section 4−"Withdrawal Rights"

Section 5−"Material United States Federal Income Tax Consequences"

Section 10−"Background of the Offer; Past Contacts or Negotiations with Radius"

Section 11−"The Transaction Agreements"

Section 12−"Purpose of the Offer; Plans for Radius"

Section 13−"Certain Effects of the Offer"

Section 15−"Conditions to the Offer"

Section 16−"Certain Legal Matters; Regulatory Approvals"

Section 18−"Miscellaneous"

(a)(1)(ix)-(xi), (a)(2)(vi) Not applicable.

Item 5. ***Past Contacts, Transactions, Negotiations and Agreements.***

(a), (b) The information set forth in the following sections of the Offer to Purchase is incorporated herein by reference:

the "Summary Term Sheet"

the "Introduction"

Section 8−"Certain Information Concerning Parent, Purchaser and Certain Related Persons"

Section 10−"Background of the Offer; Past Contacts or Negotiations with Radius"

Section 11−"The Transaction Agreements"

Section 12−"Purpose of the Offer; Plans for Radius"

Item 6. ***Purposes of the Transaction and Plans or Proposals.***

(a) The information set forth in the following sections of the Offer to Purchase is incorporated herein by reference:

the "Summary Term Sheet"

the "Introduction"

Section 12−"Purpose of the Offer; Plans for Radius"

(c) (1)-(7) The information set forth in the following sections of the Offer to Purchase is incorporated herein by reference:

the "Summary Term Sheet"

the "Introduction"

Section 10−"Background of the Offer; Past Contacts or Negotiations with Radius"

Section 11−"The Transaction Agreements"

Section 12−"Purpose of the Offer; Plans for Radius"

Section 13−"Certain Effects of the Offer"

Section 14−"Dividends and Distributions"

Item 7. ***Source and Amount of Funds or Other Consideration.***

(a)-(b), (d) The information set forth in the section of the Offer to Purchase entitled "Summary Term Sheet" and Section 9 of the Offer to Purchase entitled "Source and Amount of Funds" is incorporated herein by reference.

Item 8. ***Interest in Securities of the Subject Company.***

The information set forth in the following sections of the Offer to Purchase is incorporated herein by reference:

Section 8−"Certain Information Concerning Parent, Purchaser and Certain Related Persons"

Section 11−"The Transaction Agreements"

Section 12−"Purpose of the Offer; Plans for Radius"

Item 9. ***Persons/Assets Retained, Employed, Compensated or Used.***

(a) The information set forth in the following sections of the Offer to Purchase is incorporated herein by reference:

"Summary Term Sheet"

Section 3−"Procedures for Accepting the Offer and Tendering Shares"

Section 10−"Background of the Offer; Past Contacts or Negotiations with Radius"

Section 17−"Fees and Expenses"

Item 10. ***Financial Statements.***

Not applicable.

Item 11. ***Additional Information.***

(a)(1) The information set forth in the following sections of the Offer to Purchase is incorporated herein by reference:

Section 8−"Certain Information Concerning Parent, Purchaser and Certain Related Persons"

Section 10−"Background of the Offer; Past Contacts or Negotiations with Radius"

Section 11−"The Transaction Agreements"

Section 12−"Purpose of the Offer; Plans for Radius"

(a)(2) The information set forth in the following sections of the Offer to Purchase is incorporated herein by reference

the "Summary Term Sheet"

the "Introduction"

Section 12−"Purpose of the Offer; Plans for Radius"

Section 15−"Conditions to the Offer"

Section 16−"Certain Legal Matters; Regulatory Approvals"

(a)(3) The information set forth in the following sections of the Offer to Purchase is incorporated herein by reference:

the "Summary Term Sheet"

the "Introduction"

Section 11−"The Transaction Agreements"

Section 15−"Conditions to the Offer"

Section 16−"Certain Legal Matters; Regulatory Approvals"

(a)(4) The information set forth in the following sections of the Offer to Purchase is incorporated herein by reference:

Section 13−"Certain Effects of the Offer"

(a)(5) The information set forth in the following section of the Offer to Purchase is incorporated herein by reference:

Section 16−"Certain Legal Matters; Regulatory Approvals"

(c) The information set forth in the Offer to Purchase and Letter of Transmittal is incorporated herein by reference.

Item 12. ***Exhibits.***

Exhibit No.	Description
(a)(1)(A)*	Offer to Purchase, dated as of July 13, 2022.
(a)(1)(B)*	Form of Letter of Transmittal (including Internal Revenue Service Form W-9).
(a)(1)(C)*	Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
(a)(1)(D)*	Form of Letter to Clients for use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
(a)(1)(E)*	Summary Newspaper Advertisement, as published in *The New York Times* on July 13, 2022.
(a)(5)(A)	Press Release, dated as of June 23, 2022 (incorporated by reference to Exhibit 99.1 of the Current Report on Form 8-K as filed by Radius with the SEC on June 23, 2022).
(b)*	Debt Commitment Letter, dated as of June 23, 2022, from the lender party thereto.
(d)(1)	Agreement and Plan of Merger, dated as of June 23, 2022, by and among Parent, Purchaser and Radius (incorporated herein by reference to Exhibit 2.1 of the Current Report on Form 8-K filed by Radius with the SEC on June 23, 2022).
(d)(2)	Form of Contingent Value Rights Agreement between Parent and Rights Agent (incorporated by reference to Exhibit 2.2 of the Current Report on Form 8-K filed by Radius with the SEC on June 23, 2022).
(d)(3)*	Confidentiality Agreement, dated as of January 26, 2022, between Radius, together with its affiliates and Gurnet Point Capital, LLC, together with its affiliates.
(d)(4)*	Amendment to Confidential Disclosure Agreement, dated as of May 9, 2022, between Gurnet Point Capital, LLC and Radius Health, Inc.
(d)(5)*	Equity Commitment Letter, dated as of June 23, 2022, between Parent, Radius and GPC WH Fund LP.
(d)(6)*	Equity Commitment Letter, dated as of June 23, 2022, between Parent, Radius and Patient Square Entity Partners, LP.
(d)(7)*	Limited Guarantee, dated as of June 23, 2022, by GPC WH Fund LP in favor of Radius.
(d)(8)*	Limited Guarantee, dated as of June 23, 2022, by Patient Square Entity Partners, LP in favor of Radius.
(g)	Not applicable.

Exhibit No.	Description
(h)	Not applicable.
107*	Filing Fee Table.

* Filed herewith.

Item 13. ***Information Required by Schedule 13E-3.***

Not applicable.

SIGNATURES

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

GINGER MERGER SUB, INC.

By /s/ Adam Dilluvio
Name: Adam Dilluvio
Title: Secretary and Treasurer

GINGER ACQUISITION, INC.

By /s/ Adam Dilluvio
Name: Adam Dilluvio
Title: Secretary and Treasurer

GINGER HOLDINGS, INC.

By /s/ Adam Dilluvio
Name: Adam Dilluvio
Title: Secretary and Treasurer

Date: July 13, 2022

GINGER TOPCO L.P.
By: GINGER GP LLC, its General Partner
By: GPC WH FUND LP, its Sole Member
By: B-FLEXION International GP LLC, its General Partner

By /s/ Ronald Cami
Name: Ronald Cami
Title: Manager

By /s/ Adam Dilluvio
Name: Adam Dilluvio
Title: Secretary and Treasurer

GINGER GP LLC
By: GPC WH FUND LP, its Sole Member
By: B-FLEXION International GP LLC, its General Partner

By /s/ Ronald Cami
Name: Ronald Cami
Title: Manager

By /s/ Adam Dilluvio
Name: Adam Dilluvio
Title: Secretary and Treasurer

GPC WH FUND LP
By: B-FLEXION International GP LLC, its General Partner

By /s/ Ronald Cami
Name: Ronald Cami
Title: Manager

By /s/ Adam Dilluvio
Name: Adam Dilluvio
Title: Secretary and Treasurer

Date: July 13, 2022

PATIENT SQUARE EQUITY PARTNERS, LP
By: Patient Square Equity Advisors, LP, its General Partner
By: Patient Square Capital Holdings, LLC, its General Partner

By /s/ Adam Fliss
Name: Adam Fliss
Title: General Counsel

Date: July 13, 2022

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Exhibit (a)(1)(A)

Offer to Purchase
All Outstanding Shares of Common Stock
of

Radius Health, Inc.

at
$10.00 per share, net in cash, plus one non-transferable contingent value right per share, which represents the right to receive a contingent cash payment of $1.00 upon the achievement of a specified milestone
by

Ginger Merger Sub, Inc.

a wholly owned subsidiary of

Ginger Acquisition, Inc.

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT
ONE MINUTE AFTER 11:59 P.M. EASTERN TIME,
AT THE END OF THE DAY ON AUGUST 10, 2022
UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

Ginger Merger Sub, Inc., a Delaware corporation ("**Purchaser**") and a wholly owned subsidiary of Ginger Acquisition, Inc., a Delaware corporation ("**Parent**"), is offering to purchase all of the outstanding shares of common stock, par value $0.0001 per share (the "**Shares**"), of Radius Health, Inc., a Delaware corporation ("**Radius**"), in exchange for (x) an amount in cash equal to $10.00, without interest and less applicable tax withholdings (the "**Cash Consideration**"), and (y) one contractual contingent value right (a "**CVR**") that will represent the right to receive a contingent payment of $1.00 (without interest thereon) upon the achievement of a specified milestone (the Cash Consideration and one CVR, collectively, the "**Offer Price**"), upon the terms and subject to the conditions set forth in this Offer to Purchase (as it may be amended or supplemented from time to time, this "**Offer to Purchase**") and in the related Letter of Transmittal (together with this Offer to Purchase and other related materials, as each may be amended or supplemented from time to time, the "**Offer**").

The Offer is being made pursuant to the Agreement and Plan of Merger, dated as of June 23, 2022, by and among Parent, Purchaser and Radius (as it may be amended from time to time, the "**Merger Agreement**"). The Merger Agreement provides, among other things, that as soon as practicable following the consummation of the Offer and subject to the satisfaction or waiver of specified conditions, Purchaser will be merged with and into Radius (the "**Merger**") in accordance with Section 251(h) of the Delaware General Corporation Law (the "**DGCL**") without a vote of the holders of the Shares, with Radius continuing as the surviving corporation of the Merger (the "**Surviving Corporation**") and thereby becoming a wholly owned subsidiary of Parent. At the closing of the Merger, each Share issued and outstanding immediately prior to the effective time of the Merger (other than (i) each Share held in the treasury of Radius or owned by Radius or any direct or indirect wholly owned subsidiary of Radius and each Share owned by Parent, Purchaser or any direct or indirect wholly owned subsidiary of Parent or Purchaser immediately prior to the effective time of the Merger or (ii) Shares outstanding immediately prior to the effective time of the Merger and held by a stockholder who is entitled to demand, and properly demands, appraisal for such Shares in accordance with Section 262 of the DGCL (the "**Dissenting Shares**")) will be converted into the right to receive the Offer Price, without interest (the "**Merger Consideration**"). As a result of the Merger, Radius will cease to be a publicly traded company and will become a wholly owned subsidiary of Parent.

Consummation of the Offer is subject to certain conditions, including: (i) immediately prior to the expiration of the Offer (as extended in accordance with the Merger Agreement) the number of Shares validly tendered, and not

validly withdrawn, is at least one more than 50% of the total number of Shares outstanding at the time of the expiration of the Offer (the "**Minimum Condition**"); (ii) immediately prior to the expiration of the Offer (as extended in accordance with the Merger Agreement), any waiting period (and any extensions thereof) and any approvals or clearances applicable to the consummation of the transactions contemplated by the Merger Agreement in accordance with the Hart-Scott-Rodino Antitrust Improvements Act of 1976 have expired or been terminated or obtained, as applicable (the "**Antitrust Condition**"); and (iii) none of the following events shall have occurred and be continuing: (a) there is pending any suit, action or proceeding by a governmental body seeking to prohibit or otherwise prevent the consummation of the transactions contemplated by the Merger Agreement (as described in more detail in Section 11−"The Transaction Agreements−The Merger Agreement−Representations and Warranties"); (b) there is any statute, rule, regulation, judgment, order or injunction enforced, by or on behalf of a governmental body, to the Offer, the Merger or any other transaction contemplated by the Merger Agreement, or any other action will be taken by any governmental body, that is reasonably expected to result, directly or indirectly, in any of the consequences referenced in clause (a) (together with the condition set forth in clause (a), the "**Governmental Impediment Condition**"); (c) subject to certain qualifications, the inaccuracy of representations and warranties of Radius under the Merger Agreement, (d) the non-performance and non-compliance in any material respects by Radius of its obligations under the Merger Agreement; (e) the occurrence of a Company Material Adverse Effect (as defined in the Merger Agreement) (the "**Material Adverse Effect Condition**"); (f) the failure of the delivery by Radius to Parent of a certificate signed by an authorized officer of Radius certifying as to the satisfaction of certain closing conditions by Radius; and (g) the Merger Agreement having been terminated in accordance with its terms (the "**Termination Condition**"). Consummation of the Merger is subject to certain conditions, including: (i) no order, injunction or decree issued by any court or other governmental body, and no statute, rule, regulation, order, injunction, or decree will have been enacted, entered, promulgated, or enforced (and continue to be in effect) by any governmental body that prohibits, enjoins, restricts, prevents or makes illegal the consummation of the transactions contemplated by the Merger Agreement; and (ii) Purchaser has irrevocably accepted for purchase the Shares validly tendered (and not validly withdrawn) pursuant to the Offer. Neither the consummation of the Offer nor the Merger is subject to any financing condition.

THE BOARD OF DIRECTORS OF RADIUS UNANIMOUSLY RECOMMENDS THAT RADIUS STOCKHOLDERS ACCEPT THE OFFER AND TENDER THEIR SHARES PURSUANT TO THE OFFER.

After careful consideration, the board of directors of Radius, among other things, has unanimously (a) determined that it is in the best interests of Radius and its stockholders, and declared it fair and advisable, for Radius to enter into the Merger Agreement, (b) approved the execution and delivery by Radius of the Merger Agreement, the performance by Radius of its covenants and agreements contained therein and the consummation of the Offer and the Merger and the other transactions contemplated thereby upon the terms and subject to the conditions contained therein and (c) resolved, subject to the terms and conditions set forth in the Merger Agreement, to recommend that the stockholders of Radius accept the Offer and tender their Shares to Purchaser pursuant to the Offer.

A summary of the principal terms of the Offer is provided herein under the heading "Summary Term Sheet". You should read this entire Offer to Purchase carefully before deciding whether to tender your Shares pursuant to the Offer.

July 13, 2022

IMPORTANT

If you desire to tender all or any portion of your Shares to Purchaser pursuant to the Offer, you should either (a) complete and sign the letter of transmittal that accompanies this Offer to Purchase (the "**Letter of Transmittal**"), which is enclosed with this Offer to Purchase, in accordance with the instructions contained in the Letter of Transmittal, and mail or deliver the Letter of Transmittal (or a manually executed facsimile thereof) and any other required documents to Computershare Trust Company, N.A., in its capacity as depositary and paying agent for the Offer (the "**Depositary**"), and either (i) deliver the certificates for your Shares to the Depositary along with the Letter of Transmittal (or a manually executed facsimile thereof) or (ii) tender your Shares by book-entry transfer by following the procedures described in Section 3−"Procedures for Accepting the Offer and Tendering Shares", in each case prior to one minute after 11:59 p.m. Eastern Time, at the end of the day on August 10, 2022, which is the date that is 20 business days after the commencement of the Offer (the "**Expiration Time**"), unless Purchaser has extended the Offer pursuant to and in accordance with the Merger Agreement (in which event the "Expiration Time" will mean the latest time and date at which the Offer, as so extended by Purchaser, will expire), or (b) request that your broker, dealer, commercial bank, trust company or other nominee effect the transaction for you. If you hold Shares registered in the name of a broker, dealer, commercial bank, trust company or other nominee, you must contact that institution in order to tender your Shares to Purchaser pursuant to the Offer.

* * * * *

Questions and requests for assistance should be directed to the Information Agent (as defined in this Offer to Purchase) at its address and telephone numbers set forth below and on the back cover of this Offer to Purchase. Additional copies of this Offer to Purchase, the Letter of Transmittal and other materials related to the Offer may also be obtained for free from the Information Agent. Additionally, copies of this Offer to Purchase, the Letter of Transmittal and any other material related to the Offer may be obtained at the website maintained by the U.S. Securities and Exchange Commission (the "**SEC**") at www.sec.gov. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance.

This Offer to Purchase and Letter of Transmittal contain important information and you should read both carefully and in their entirety before making a decision with respect to the Offer.

The Offer has not been approved or disapproved by the SEC or any state securities commission, nor has the SEC or any state securities commission passed upon the fairness or merits of or upon the accuracy or adequacy of the information contained in this Offer to Purchase. Any representation to the contrary is unlawful.

The Information Agent for the Offer is:

Innisfree®

Innisfree M&A Incorporated
501 Madison Avenue, 20th Floor
New York, New York 10022

Stockholders may call toll free:
(888) 750-0510

Banks and Brokers may call collect:
(212) 750-5833

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SUMMARY TERM SHEET

The information contained in this summary term sheet is a summary only and is not meant to be a substitute for the more detailed description and information contained in this Offer to Purchase (as it may be amended or supplemented from time to time, this "**Offer to Purchase**"), **the related Letter of Transmittal (the "Letter of Transmittal") and other related materials. You are urged to read carefully this Offer to Purchase, the Letter of Transmittal and other related materials in their entirety. Ginger Acquisition, Inc., a Delaware corporation ("Parent"), and Ginger Merger Sub, Inc., a Delaware corporation and wholly owned subsidiary of Parent ("Purchaser"), have included cross-references in this summary term sheet to other sections of this Offer to Purchase where you will find more complete descriptions of the topics mentioned below. The information concerning Radius Health, Inc., a Delaware corporation ("Radius"), contained herein and elsewhere in this Offer to Purchase has been provided to Parent and Purchaser by Radius or has been taken from or is based upon publicly available documents or records of Radius on file with the U.S. Securities and Exchange Commission ("SEC") or other public sources as of the date hereof. Parent and Purchaser have not independently verified the accuracy and completeness of such information.**

Securities Sought	All outstanding shares of common stock, par value $0.0001 per share, of Radius (the "**Shares**").
Price Offered Per Share	$10.00, in cash, without interest and less applicable tax withholdings (the "**Cash Consideration**"), and one contractual contingent value right (a "**CVR**") that will represent the right to receive a contingent payment of $1.00 (without interest thereon) upon the achievement of the milestone condition described in Section 11−"The Transaction Agreements−The CVR Agreement" below, pursuant to a Contingent Value Rights Agreement (the "**CVR Agreement**") to be entered into between Parent and a rights agent selected by Parent and reasonably acceptable to the Company (the "**Rights Agent**"), if at all, within the time provided for in the CVR Agreement (the Cash Consideration and one CVR, collectively, the "**Offer Price**").
Scheduled Expiration of Offer	Expiration of the Offer will occur at one minute after 11:59 p.m. Eastern Time, at the end of the day on August 10, 2022, unless the Offer is extended or earlier terminated in accordance with the Merger Agreement (as defined below); acceptance and payment for Shares is expected to occur on August 12, 2022, unless the Offer is extended pursuant to the terms of the Merger Agreement.
Offeror	Purchaser.

Who is offering to purchase my Shares?

Purchaser, which is a wholly owned subsidiary of Parent, is offering to purchase for the Offer Price all of the outstanding Shares. Purchaser is a Delaware corporation that was formed for the sole purpose of making the Offer and effecting the Merger (as defined below) and ancillary activities in connection with the Offer and the Merger.

See the "Introduction" to this Offer to Purchase and Section 8−"Certain Information Concerning Parent, Purchaser and Certain Related Persons".

Unless the context indicates otherwise, in this Offer to Purchase, we use the terms "us", "we" and "our" to refer to Purchaser and, where appropriate, Parent.

How many Shares are you seeking to purchase in the Offer?

We are offering to purchase all of the outstanding Shares of Radius on the terms and subject to the conditions set forth in this Offer to Purchase. In this Offer to Purchase, we use the term "**Offer**" to refer to this offer.

See the "Introduction" to this Offer to Purchase and Section 1−"Terms of the Offer".

Why are you making the Offer?

We are making the Offer because Parent wants to acquire all outstanding equity interests of Radius. If the Offer is consummated, pursuant to the Merger Agreement, Parent intends to cause Purchaser to consummate the Merger as soon as practicable (as described below). Upon consummation of the Merger, Radius would cease to be a publicly traded company and would be a wholly owned subsidiary of Parent.

See Section 12−"Purpose of the Offer; Plans for Radius".

How much are you offering to pay and what is the form of payment? Will I have to pay any fees or commissions?

We are offering to pay (x) $10.00, in cash, without interest and less applicable tax withholdings, and (y) one CVR that will represent the right to receive a contingent payment of $1.00 (without interest thereon) upon the achievement of a milestone condition described in Section 11−"The Transaction Agreements−The CVR Agreement" below, if at all, within the time provided for in the CVR Agreement. We refer to the Cash Consideration plus one CVR, collectively, as the "**Offer Price**". If you are the record owner of your Shares and you directly tender your Shares to us through Computershare Trust Company, N.A., the depositary and paying agent in the Offer (the "**Depositary**"), you will not have to pay brokerage fees, commissions or similar expenses. If you own your Shares through a broker, dealer, commercial bank, trust company or other nominee and your broker, dealer, commercial bank, trust company or other nominee tenders your Shares on your behalf, your broker, dealer, commercial bank, trust company or other nominee may charge you a fee for doing so. You should consult your broker, dealer, commercial bank, trust company or other nominee to determine whether any charges will apply.

See the "Introduction", Section 1−"Terms of the Offer" and Section 2−"Acceptance for Payment and Payment for Shares".

Is there an agreement governing the Offer?

Yes. Parent, Purchaser and Radius have entered into an Agreement and Plan of Merger, dated as of June 23, 2022 (as it may be amended from time to time, the "**Merger Agreement**"). The Merger Agreement provides, among other things, for the terms and conditions of the Offer and the subsequent merger of Purchaser with and into Radius (the "**Merger**"). If the Minimum Condition (as defined in Section 15−"Conditions to the Offer") and the other conditions to the Offer are satisfied or waived and we consummate the Offer, we intend to effect the Merger as soon as practicable in accordance with Section 251(h) of the Delaware General Corporation Law (the "**DGCL**") without a vote of the holders of the Shares.

The Merger will become effective upon the filing of a certificate of merger (the "**Certificate of Merger**") with the Secretary of State for the State of Delaware in accordance with the DGCL, or a later time and day as may be agreed in writing by the parties and specified in the Certificate of Merger. We refer to the time and day the Merger becomes effective as the "**Effective Time**".

See Section 11−"The Transaction Agreements" and Section 15−"Conditions to the Offer".

What is the CVR and how does it work?

Each CVR represents the right to receive a contingent payment of $1.00 in cash, without interest (the "**Milestone Payment Amount**"), upon the achievement of the sum of (A) cumulative net sales of TYMLOS (the abaloparatide injection) in the United States and (B) either (i) royalty payments based on sales of TYMLOS in Japan or (ii), if and at such time that no such royalty payments are owed, supply payments based on the supply of TYMLOS for sale in Japan that together exceed $300 million during any consecutive 12-month period beginning on the date of the CVR Agreement and ending on or prior to December 31, 2025 (the "**Milestone**").

The right to payment described above is solely a contractual right governed by the terms and conditions of the CVR Agreement to be entered into among Parent and a rights agent mutually agreeable to Parent and Radius. The CVRs will not be evidenced by a certificate or other instrument, will not have any voting or dividend rights and will not represent any equity or ownership interest in Parent, Purchaser or Radius. No interest will accrue or be payable in respect of any of the amounts that may be payable in respect of the CVRs. As a holder of a CVR, you will have no greater rights against Parent than those accorded to general, unsecured creditors with respect to the Milestone Payment Amount that may be payable.

See Section 11−"The Transaction Agreements−The CVR Agreement".

Is it possible that no payment will become payable to the holders of CVRs?

Yes. It is possible that the Milestone described above will not be achieved, in which case you will receive only the Cash Consideration for any Shares you tender in the Offer and no payment with respect to your CVRs. It is not possible to know whether a payment will become payable with respect to the CVRs. The CVR Agreement requires Parent to undertake "Commercially Reasonable Efforts" (as defined in the CVR Agreement) to achieve the Milestone, but there can be no assurance that the Milestone will be achieved or that the payment described above will be made.

See Section 11−"The Transaction Agreements−The CVR Agreement".

May I transfer my CVRs?

The CVRs will not be transferable by you except:

- on your death, by will or intestacy;
- pursuant to a court order;
- by operation of law (including by consolidation or merger) or without consideration in connection with the dissolution, liquidation or termination of any corporation, limited liability company, partnership or other entity; or
- in the case of a CVR held in book-entry or other similar nominee form, from a nominee to a beneficial owner and, if applicable, through an intermediary, as allowable, by the Depository Trust Company.

In addition, you may abandon your remaining rights represented by CVRs by transferring such CVR to Parent (or a person nominated by Parent in writing) without consideration, and such rights will be cancelled.

Will you have the financial resources to make payment?

Yes. We estimate that we will need approximately $693.8 million to purchase all of the Shares pursuant to the Offer to complete the Merger, to make payments in respect of outstanding stock options and other equity awards pursuant to the Merger Agreement and in connection with the repurchase or conversion, as applicable, of Radius' s 3.00% Convertible Senior Notes due 2024 (the "**Convertible Notes**"). In addition, Parent estimates that it will need approximately $49.8 million to pay the maximum aggregate amount that the holders of CVRs may be entitled to receive if the Milestone is achieved.

Parent expects to fund the Offer and the Merger using an equity investment (the "**Equity Investment**") contemplated pursuant to equity commitment letters, each dated June 23, 2022 (the "**Equity Commitment Letters**"), that Parent has entered into with each of GPC WH Fund LP and Patient Square Equity Partners, LP, a debt financing (the "**Debt Financing**") contemplated by a debt commitment letter, dated June 23, 2022 (the "**Debt Commitment Letter**"), among Parent, Purchaser and the lenders party thereto, and cash on hand at Radius. Pursuant to the Equity Commitment Letters, GPC WH Fund LP and Patient Square Equity Partners, LP agreed to provide equity commitments to Parent in an aggregate amount of $496.0 million to finance the transactions contemplated by the Merger Agreement and to pay related fees and expenses. Pursuant to the Debt Commitment Letter, the commitment parties thereto committed to provide to Purchaser debt financing in an aggregate principal amount of $350.0 million to finance the transactions contemplated by the Merger Agreement and to pay related fees and expenses. The Offer is not conditioned upon Parent' s or Purchaser' s ability to finance the purchase of the Shares pursuant to the Offer.

See Section 9−"Source and Amount of Funds".

Is your financial condition relevant to my decision to tender my Shares in the Offer?

No. We do not think our financial condition is relevant to your decision whether to tender Shares and accept the Offer because:

- through GPC WH Fund LP and Patient Square Capital, LP, we will have sufficient funds available to fund the Offer and to purchase all Shares validly tendered (and not withdrawn) in the Offer and, if we consummate the Offer and the Merger, all Shares converted into the right to receive the Offer Price in the Merger, as well as the funds available to pay the maximum aggregate amount that you may be entitled to receive with respect to the CVRs;
- the Offer is being made for all outstanding Shares solely for cash and the right to receive any amounts payable with respect to the CVRs, which will be paid in cash;
- the Offer and the Merger are not subject to any financing condition; and
- if we consummate the Offer, we will acquire all remaining Shares for the same cash price in the Merger as was paid in the Offer (*i.e.*, the Offer Price) (subject to limited exceptions for (a) Shares owned by Parent, Purchaser, Radius, or by any of their direct or indirect wholly owned subsidiaries, immediately prior to the Effective Time, and (b) Shares owned by any stockholders who have properly and validly demanded their appraisal rights in compliance with Section 262 of the DGCL), and Parent will have sufficient cash on hand to pay for all such Shares (including any amounts payable with respect to the CVRs).

See Section 9−"Source and Amount of Funds".

How long do I have to decide whether to tender my Shares in the Offer?

You will have until one minute after 11:59 p.m. Eastern Time, at the end of the day on August 10, 2022, which is the date that is 20 business days after the commencement of the Offer (the "**Expiration Time**"), unless Purchaser has extended the Offer pursuant to and in accordance with the Merger Agreement (in which event the "Expiration Time" will mean the latest time and date at which the Offer, as so extended by Purchaser, will expire) or the Offer is earlier terminated pursuant to and in accordance with the Merger Agreement. If you hold Shares registered in the name of a broker, dealer, commercial bank, trust company or other nominee, you should be aware that these institutions may establish their own earlier deadline for tendering Shares in the Offer. Please give your broker, dealer, commercial bank, trust company or other nominee instructions with sufficient time to permit your nominee to tender your Shares by the Expiration Time.

The time of acceptance for payment by Purchaser of all Shares validly tendered and not validly withdrawn in the Offer pursuant to and subject to the conditions of the Offer is referred to as the "**Acceptance Time**".

See Section 1−"Terms of the Offer" and Section 3−"Procedures for Accepting the Offer and Tendering Shares".

Can the Offer be extended and under what circumstances?

Yes, the Offer and the Expiration Time can be extended in accordance with the Merger Agreement. Unless the Merger Agreement has been terminated in accordance with its terms:

Purchaser must, and Parent shall cause Purchaser to, extend the Offer for any extension period required by any law, any injunction or decree issued by any governmental body, or any rule, regulation or interpretation of the SEC, its staff or The Nasdaq Global Market ("**NASDAQ**") or its staff, in any such case which is applicable to the Offer.

Purchaser must, and Parent shall cause Purchaser to, extend the Offer for successive extension periods of up to ten business days, if, as of the applicable Expiration Date, either (x) any waiting period (or any extensions thereof) or any approvals or clearances applicable to the Offer or the consummation of the Merger in accordance with the HSR Act have not expired, been terminated or obtained, as applicable, or (y) any of the Offer Conditions, as defined and described in Section 15−"Conditions to the Offer", other than the Minimum Condition, is not satisfied, in order to permit the satisfaction of such Offer Condition.

Purchaser must, and Parent shall cause Purchaser to, extend the Offer for no more than three successive extension periods of up to ten business days each, if, at the applicable Expiration Date, (x) there has not been a Change of Board Recommendation (as defined in Section 11−"The Transaction Agreements−The Merger Agreement−Acquisition Proposals"), (y) each Offer Condition, as described in Section 15−"Conditions to the Offer", other than the Minimum Condition, is capable of being satisfied or waived (if permitted under the Merger Agreement), and (z) the Minimum Condition is not satisfied, in order to permit the satisfaction of the Minimum Condition.

Purchaser, without Radius' s consent, may extend the Offer for additional periods of up to ten business days per extension period (or a longer extension period as approved in advance by Radius), if, as of the Expiration Date, any Offer Condition, as described in Section 15−"Conditions to the Offer", is not satisfied and has not been waived by Parent and Purchaser in writing, in order to permit the satisfaction of such Offer Condition; and

Purchaser, without Radius' s consent, may extend the Offer for additional periods of up to ten business days per extension period (or a longer extension period as approved in advance by Radius), if (x) all of the Offer Conditions, as described in Section 15−"Conditions to the Offer", have been satisfied or waived, (y) the full amount of the Debt Financing (as defined in the Merger Agreement) necessary to pay the applicable portion of the Financing Amount (as defined in the Merger Agreement) has not been funded and will not be funded at the Acceptance Time, and (z) Parent and Purchaser acknowledge and agree that Radius may terminate the Merger Agreement in accordance with and upon the satisfaction of the requirements set forth in the Merger Agreement and receive the Parent Termination Fee (as described in Section 11−" The Transaction Agreements−The Merger Agreement−Parent Termination Fee") pursuant to the Merger Agreement to permit the funding of the full amount of the Debt Financing necessary to pay the applicable portion of the Financing Amount.

However, in no event will Purchaser be required to extend the Offer beyond December 23, 2022 (the "**Outside Date**"). If we extend the Offer, the extension will extend the time that you will have to tender (or withdraw) your Shares.

See Section 1−"Terms of the Offer" for more details on our obligation and ability to extend the Offer and Section 15−"Conditions to the Offer".

How will I be notified if the Offer is extended?

If we extend the Offer, we will inform the Depositary of any extension and will make a public announcement of the extension no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Time.

See Section 1−"Terms of the Offer".

What are the most significant conditions to the Offer?

The Offer is subject to the conditions set forth and defined in Section 15−"Conditions of the Offer," including, but not limited to:

the Minimum Condition;

the Antitrust Condition;

the Government Impediment Condition;

the Material Adverse Effect Condition; and

the Termination Condition.

The Offer is not subject to any financing condition.

See Section 15−"Conditions of the Offer".

How do I tender my Shares?

If you hold your Shares directly as the registered owner, you can (a) tender your Shares in the Offer by delivering the certificates for your Shares ("**Share Certificates**"), together with a completed and signed Letter of Transmittal, with any required signature guarantees, and any other documents required by the Letter of Transmittal, to the Depositary or (b) tender your Shares by following the procedure for book-entry transfer set forth in Section 3−"Procedures for Accepting the Offer and Tendering Shares" of this Offer to Purchase, no later than the Expiration Time.

If you hold Shares in "street" name through a broker, dealer, commercial bank, trust company or other nominee, your Shares can be tendered by your broker, dealer, commercial bank, trust company or other nominee through the Depositary. You must contact your broker, dealer, commercial bank, trust company or other nominee and give instructions that your Shares be tendered. You should contact the institution that holds your Shares for more details.

We are not providing for guaranteed delivery procedures. Therefore, Radius stockholders must allow sufficient time for the necessary tender procedures to be completed prior to the Expiration Time. In addition, for Radius stockholders who are registered holders, the Letter of Transmittal, properly completed and duly executed, together with any required signature guarantees and any other documents required by the Letter of Transmittal (or in the case of a book-entry transfer, an Agent' s Message in lieu of the Letter of Transmittal and such other documents) must be received by the Depositary prior to the Expiration Time. Radius stockholders must tender their Shares in accordance with the procedures set forth in this Offer to Purchase and the Letter of Transmittal. Tenders received by the Depositary after the Expiration Time will be disregarded and of no effect.

See Section 3−"Procedures for Accepting the Offer and Tendering Shares".

Until what time may I withdraw previously tendered Shares?

You may withdraw your previously tendered Shares at any time prior to one minute after 11:59 p.m. Eastern Time, at the end of the day on August 10, 2022, unless we extend the Offer pursuant to the Merger Agreement (*i.e.*, the Expiration Time). Shares tendered pursuant to the Offer may be withdrawn at any time prior to the Expiration Time and, unless accepted for payment by Purchaser pursuant to the Offer, may also be withdrawn at any time after September 11, 2022, which is the 60th day after the date of the commencement of the Offer.

See Section 4−"Withdrawal Rights".

Will there be a subsequent offering period?

We do not presently intend to offer a subsequent offering period.

How do I withdraw previously tendered Shares?

To withdraw previously tendered Shares, you must deliver a written notice of withdrawal (or a manually executed facsimile thereof), with the required information to the Depositary while you still have the right to withdraw Shares. If you tendered Shares by giving instructions to a broker, dealer, commercial bank, trust company or other nominee, you must instruct the broker, dealer, commercial bank, trust company or other nominee to arrange for the withdrawal of your Shares.

See Section 4−"Withdrawal Rights".

What does the Radius board of directors think of the Offer?

After careful consideration, the board of directors of Radius (the "**Radius Board**"), among other things, has unanimously (a) determined that it is in the best interests of Radius and its stockholders, and declared it fair and advisable, for Radius to enter into the Merger Agreement, (b) approved the execution and delivery by Radius of the Merger Agreement, the performance by Radius of its covenants and agreements contained therein and the consummation of the Offer and the Merger and the other transactions contemplated thereby upon the terms and subject to the conditions contained therein and (c) resolved, subject to the terms and conditions set forth in the Merger Agreement, to recommend that the stockholders of Radius accept the Offer and tender their Shares to Purchaser pursuant to the Offer.

See the "Introduction" and Section 10−"Background of the Offer; Past Contacts or Negotiations with Radius". A more complete description of the reasons for the Radius Board' s approval of the Offer and the Merger is set forth in the Solicitation/Recommendation Statement on Schedule 14D-9 filed by Radius with the SEC and to be mailed to all Radius stockholders.

When and how will I be paid for my tendered Shares?

Upon the terms and subject to the satisfaction or waiver of the Offer Conditions, we will, as promptly as practicable following the Acceptance Time, accept for payment and, promptly following the Acceptance Time, pay for all of the Shares validly tendered and not validly withdrawn pursuant to the Offer.

We will pay for Shares that are validly tendered and not validly withdrawn by depositing the aggregate Offer Price with the Depositary, which will act as your agent for the purpose of receiving payments from us and transmitting such payments to you. In all cases, payment for Shares tendered and accepted for payment pursuant to the Offer will be made only after (a) timely receipt by the Depositary of Share Certificates or timely confirmation of a book-entry transfer into the Depositary' s account at The Depository Trust Company pursuant to the procedures set forth in Section 3−"Procedures for Accepting the Offer and Tendering Shares", (b) a

properly completed and duly executed Letter of Transmittal, with any required signature guarantees (or, in the case of a book-entry transfer, an Agent' s Message (as defined below) in lieu of the Letter of Transmittal) and (c) any other documents required by the Letter of Transmittal.

See Section 1−"Terms of the Offer" and Section 2−"Acceptance for Payment and Payment for Shares".

If the Offer is completed, will Radius continue as a public company?

No. As soon as practicable following the Acceptance Time, we expect to complete the Merger pursuant to applicable provisions of Delaware law and take steps to ensure that the Shares will cease to be publicly traded.

See Section 13−"Certain Effects of the Offer".

Will the Offer be followed by the Merger if all of the Shares are not tendered in the Offer?

If we consummate the Offer, and accordingly we acquire a majority of the outstanding Shares in accordance with Section 251(h) of the DGCL, then, in accordance with the terms of the Merger Agreement, and subject to the satisfaction of or waiver of the conditions to the Merger as described in Section 1−"Terms of the Offer", we will complete the Merger as soon as practicable pursuant to applicable sections of the DGCL without a vote of the holders of the Shares. Pursuant to the Merger Agreement, if the Minimum Condition is not satisfied, we are not required (nor are we permitted without the prior written consent of Radius) to accept the Shares for purchase in the Offer, nor will we consummate the Merger. See Section 1−"Terms of the Offer" for more details on our obligation and ability to extend the Offer.

Under the applicable provisions of the Merger Agreement, the Offer and the DGCL, if we complete the Offer, Radius stockholders who have not tendered their Shares in the Offer (a) will not be required to vote on the adoption of the Merger Agreement, (b) will be entitled to appraisal rights under Section 262 of the DGCL in connection with the Merger with respect to any Shares not tendered in the Offer and (c) will, upon consummation of the Merger, if they do not validly exercise appraisal rights under Delaware law, have their Shares converted into the right to receive the Offer Price (the "**Merger Consideration**"), without interest and less any required withholding taxes.

See Section 11−"The Transaction Agreements", Section 12−"Purpose of the Offer; Plans for Radius−Merger Without a Stockholder Vote" and Section 16−"Certain Legal Matters; Regulatory Approvals".

If I decide not to tender, how will the Offer affect my Shares?

If the Offer is consummated and the conditions to the Merger described in Section 11−"The Transaction Agreements" are satisfied or waived, the Merger will be consummated as soon as practicable following the Acceptance Time in accordance with the terms of the Merger Agreement and without a vote by the Radius stockholders, and at the Effective Time, each Share issued and outstanding immediately prior to the Effective Time (other than (i) each Share held in the treasury of Radius or owned by Radius or any direct or indirect wholly owned subsidiary of Radius and each Share owned by Parent, Purchaser or any direct or indirect wholly owned subsidiary of Parent or Purchaser immediately prior to the Effective Time or (ii) Shares outstanding immediately prior to the Effective Time and held by stockholders who are entitled to demand, and properly demand, appraisal for such Shares in accordance with Section 262 of the DGCL (the "**Dissenting Shares**")) will be converted into the right to receive the Offer Price, without interest. Therefore, if the Merger takes place, the only difference to you between tendering your Shares and not tendering your Shares is that you will be paid earlier and no appraisal rights will be available to you if you tender your Shares.

See the "Introduction" and Section 13−"Certain Effects of the Offer".

What is the market value of my Shares as of a recent date?

On June 22, 2022, the last full trading day before the public announcement of the execution of the Merger Agreement, the closing sale price per Share reported on NASDAQ was $8.91 per Share. On July 12, 2022 the last full trading day before the commencement of the Offer, the reported closing sale price on NASDAQ was $10.14 per Share.

See Section 6−"Price Range of Shares; Dividends".

Will I be paid a dividend on my Shares during the pendency of the Offer?

No. The Merger Agreement provides that from the date of the Merger Agreement to the Effective Time, without the prior written consent of Parent, Radius will not establish a record date for, declare, set aside, or pay any dividends or make other distributions (whether in cash, assets, stock or property) on the Shares.

Will I have appraisal rights in connection with the Offer?

No appraisal rights are available in connection with the Offer. If the Merger is consummated, however, Radius stockholders whose Shares have not been purchased by Purchaser pursuant to the Offer will be entitled to appraisal rights under Section 262 of the DGCL. Stockholders must properly and validly demand their right to seek appraisal under the DGCL in connection with the Merger in order to exercise appraisal rights. From and after the Effective Time, Shares held by Radius stockholders who are entitled to demand and have properly and validly demanded their appraisal rights in compliance in all respects with Section 262 of the DGCL will no longer be outstanding and will automatically be canceled and cease to exist, and each holder of any such Shares will cease to have any rights with respect thereto, other than the right to receive an amount as may be determined pursuant to Section 262 of the DGCL.

A more detailed discussion of appraisal rights can be found in Section 16−"Certain Legal Matters; Regulatory Approvals" and a copy of Section 262 of the DGCL has been filed as Annex II to Radius' s Solicitation/Recommendation Statement on Schedule 14D-9.

May I participate in the Offer with respect to my stock options and other equity awards?

The Offer is being made only for Shares and not for outstanding options to purchase Shares ("**Radius Stock Options**"), rights to purchase Shares granted under Radius' s 2016 Employee Stock Purchase Plan (the "**Radius ESPP**" and such rights, "**Radius ESPP Options**"), restricted stock units with respect to Shares ("**Radius RSUs**") or performance stock units with respect to Shares ("**Radius PSUs**" and, together with Radius RSUs, "**Radius Equity Awards**"). Holders of outstanding Radius Stock Options, Radius ESPP Options and Radius Equity Awards may not participate in the Offer with respect to such options or awards. Holders of outstanding, vested and exercisable Radius Stock Options may participate in the Offer only if they provide Radius with a notice of exercise and full payment of the applicable exercise price of such Radius Stock Options, together with any required tax withholding, in accordance with the terms of the applicable Radius equity plan, agreement or arrangement, and tender the Shares, if any, issued upon such exercise. Any such exercise should be completed sufficiently in advance of the Expiration Time to ensure the holder of such outstanding Radius Stock Option will have sufficient time to comply with the procedures for tendering Shares described below in Section 3−"Procedures for Accepting the Offer and Tendering Shares".

What will happen to outstanding Radius Stock Options and Radius Equity Awards in the Merger?

Each (i) Radius Stock Option and Radius Equity Award that is outstanding and unvested immediately prior to the Effective Time that vests solely based on the holder' s continued employment or service, will vest in full, and (ii) Radius Stock Option and Radius Equity Award that does not vest solely based on the holder' s continued

employment or service, will vest (in part or in full) based on achievement of the specified performance objectives in accordance with the terms and conditions of the Radius Stock Option or Radius Equity Award, as applicable, and the terms of the Merger Agreement and the unvested portion of each such option or award will be cancelled for no consideration.

At the Effective Time, each (i) Radius Stock Option that has an exercise price per Share that is less than the Cash Consideration (an "**In-the-Money Option**") and that is outstanding will be cancelled, and, in exchange therefor, the holder of such cancelled Radius Stock Option will be entitled to receive (without interest), (A) an amount in cash (less applicable tax withholdings) equal to the product of (x) the total number of Shares subject to such Radius Stock Option immediately prior to the Effective Time multiplied by (y) the excess, if any, of the Cash Consideration over the applicable exercise price per Share under such Radius Stock Option, and (B) one CVR for each Share subject thereto (the "**Option Consideration**"), and (ii) each Radius Stock Option that is not an In-the-Money Option will be cancelled for no consideration. As of the Effective Time, all holders of Radius Stock Options will cease to have any rights with respect thereto, except the right to receive the Option Consideration in accordance with the Merger Agreement.

At the Effective Time, each Radius Equity Award that is outstanding will be cancelled, and the holder of such cancelled Radius Equity Award will be entitled, in exchange therefor, to receive (without interest) (A) an amount in cash (less applicable tax withholdings) equal to the product of (x) the total number of Shares subject to (or deliverable under) such Radius Equity Award immediately prior to the Effective Time multiplied by (y) the Cash Consideration, and (B) one CVR for each Share subject thereto (the "**Equity Award Consideration**"). As of the Effective Time, all holders of Radius Equity Awards will cease to have any rights with respect thereto, except the right to receive the Equity Award Consideration in accordance with the Merger Agreement.

See Section 11−"The Transaction Agreements−The Merger Agreement−Treatment of Radius Equity Awards".

What will happen to Radius' s employee stock purchase plan?

Radius will continue to operate the Radius ESPP in accordance with its terms and past practice for the Offering Period (as defined in the Radius ESPP) that was in effect on the date of the Merger Agreement (the "**Current ESPP Purchase Period**"). If the Effective Time is expected to occur prior to the end of the Current ESPP Purchase Period, the Radius Board (or the committee thereof administering the Radius ESPP) will take action to provide that each Radius ESPP Option will be exercised upon the earlier to occur of (a) a date that is no later than five trading days prior to the Effective Time or (b) the date on which the Current ESPP Purchase Period would otherwise end.

See Section 11−"The Transaction Agreements−The Merger Agreement−Treatment of Radius Equity Awards".

What are the material U.S. federal income tax consequences of tendering my Shares in the Offer or having my Shares exchanged for cash and CVRs pursuant to the Merger?

The receipt of cash and CVRs in exchange for Shares in the Offer or the Merger will be a taxable transaction for U.S. federal income tax purposes. The amount of gain or loss recognized, and the timing and character of such gain or loss, depend in part on the U.S. federal income tax treatment of the CVRs, with respect to which there is a significant amount of uncertainty. You should consult your tax advisor to determine the tax consequences (including the application and effect of any U.S. federal, state, local or non-U.S. income or other tax laws) to you of participating in the Offer in light of your particular circumstances.

See Section 5−"Material United States Federal Income Tax Consequences".

Whom should I call if I have questions about the Offer?

Innisfree M&A Incorporated is acting as the Information Agent for the Offer. Stockholders may call Innisfree M&A Incorporated toll free at (888) 750-0510 and banks and brokers may call Innisfree M&A Incorporated collect at (212) 750-5833. See the back cover of this Offer to Purchase for additional contact information.

INTRODUCTION

To the Holders of Shares of Common Stock of Radius Health, Inc.:

Ginger Merger Sub, Inc., a Delaware corporation ("**Purchaser**") and a wholly owned subsidiary of Ginger Acquisition, Inc., a Delaware corporation ("**Parent**"), is offering to purchase all of the outstanding shares of common stock, par value $0.0001 per share (the "**Shares**"), of Radius Health, Inc., a Delaware corporation ("**Radius**"), in exchange for (x) $10.00, in cash, without interest and less applicable tax withholdings (the "**Cash Consideration**"), and (y) one contractual contingent value right (a "**CVR**") that will represent the right to receive a contingent payment of $1.00 (without interest thereon) upon the achievement of a Milestone condition described in Section 11−"The Transaction Agreements−The CVR Agreement" below. We refer to the Cash Consideration plus one CVR, collectively, as the "**Offer Price**". Upon the terms and subject to the conditions set forth in this Offer to Purchase (this "**Offer to Purchase**") and in the related Letter of Transmittal (the "**Letter of Transmittal**" which, together with this Offer to Purchase and other related materials, as each may be amended or supplemented from time to time, constitutes the "**Offer**").

The Offer is being made pursuant to the Agreement and Plan of Merger, dated as of June 23, 2022, by and among Parent, Purchaser and Radius (as it may be amended from time to time, the "**Merger Agreement**"). The Merger Agreement provides, among other things, that as soon as practicable following the consummation of the Offer and subject to the satisfaction or waiver of specified conditions, Purchaser will be merged with and into Radius (the "**Merger**") in accordance with Section 251(h) of the Delaware General Corporation Law (the "**DGCL**") without a vote of the holders of the Shares, with Radius continuing as the surviving corporation of the Merger and thereby becoming a wholly owned subsidiary of Parent (the "**Surviving Corporation**"). At the closing of the Merger (the "**Closing**"), each Share outstanding immediately prior to the effective time of the Merger (other than (a) Shares owned by Parent, Purchaser, Radius, or by any of their direct or indirect wholly owned subsidiaries, immediately prior to the effective time of the Merger, (b) Shares irrevocably accepted for purchase pursuant to the Offer or (c) Shares owned by any stockholders who have properly and validly demanded their appraisal rights in compliance with Section 262 of the DGCL (the "**Dissenting Shares**")) will be automatically converted into the right to receive the Offer Price, without interest and less any required withholding taxes. As a result of the Merger, Radius will cease to be a publicly traded company and will become a wholly owned subsidiary of Parent.

The Merger Agreement is more fully described in Section 11−"The Transaction Agreements", which also contains a discussion of the treatment of the Radius Equity Awards (as defined below) in the Merger.

Tendering stockholders who are record owners of their Shares and who tender directly to Computershare Trust Company, N.A., the depositary and paying agent for the Offer (the "**Depositary**"), will not be obligated to pay brokerage fees or commissions or, except as otherwise provided in Instruction 6 of the Letter of Transmittal, stock transfer taxes with respect to the purchase of Shares by Purchaser pursuant to the Offer. Stockholders who hold their Shares through a broker, dealer, commercial bank, trust company or other nominee should consult with these institutions as to whether they charge any service fees or commissions.

Consummation of the Offer is subject to certain conditions, including: (i) immediately prior to the expiration of the Offer (as extended in accordance with the Merger Agreement) the number of Shares validly tendered, and not validly withdrawn, is at least one more than 50% of the total number of Shares outstanding at the time of the expiration of the Offer (the "**Minimum Condition**"); (ii) immediately prior to the expiration of the Offer (as extended in accordance with the Merger Agreement), any waiting period (and any extensions thereof) and any approvals or clearances applicable to the consummation of the transactions contemplated by the Merger Agreement in accordance with the Hart-Scott-Rodino Antitrust Improvements Act of 1976 have expired or been terminated or obtained, as applicable (the "**Antitrust Condition**"); and (iii) none of the following events shall have occurred and be continuing: (a) there is pending any suit, action or proceeding by a governmental body seeking to prohibit or otherwise prevent the consummation of the transactions contemplated by the Merger Agreement (as described in more detail in Section 11−"The Transaction Agreements−The Merger

Agreement−Representations and Warranties"); (b) there is any statute, rule, regulation, judgment, order or injunction enforced, by or on behalf of a governmental body, to the Offer, the Merger or any other transaction contemplated by the Merger Agreement, or any other action will be taken by any governmental body, that is reasonably expected to result, directly or indirectly, in any of the consequences referenced in clause (a) (together with the condition set forth in clause (a), the "**Governmental Impediment Condition**"); (c) subject to certain qualifications, the inaccuracy of representations and warranties of Radius under the Merger Agreement, (d) the non-performance and non-compliance in any material respects by Radius of its obligations under the Merger Agreement; (e) the occurrence of any Company Material Adverse Effect (as defined in the Merger Agreement) (the "**Material Adverse Effect Condition**"); (f) the failure of the delivery by Radius to Parent of a certificate signed by an authorized officer of Radius certifying as to the satisfaction of certain closing conditions by Radius; and (g) the Merger Agreement having been terminated in accordance with its terms (the "**Termination Condition**"). Consummation of the Merger is subject to certain conditions, including: (i) no order, injunction or decree issued by any court or other governmental body, and no statute, rule, regulation, order, injunction, or decree will have been enacted, entered, promulgated, or enforced (and continue to be in effect) by any governmental body that prohibits, enjoins, restricts, prevents or makes illegal the consummation of the transactions contemplated by the Merger Agreement; and (ii) Purchaser has irrevocably accepted for purchase the Shares validly tendered (and not validly withdrawn) pursuant to the Offer. Neither the consummation of the Offer nor the Merger is subject to any financing condition.

After careful consideration, the board of directors of Radius (the "Radius Board"), among other things, has unanimously (a) determined that it is in the best interests of Radius and its stockholders, and declared it fair and advisable, for Radius to enter into the Merger Agreement, (b) approved the execution and delivery by Radius of the Merger Agreement, the performance by Radius of its covenants and agreements contained therein and the consummation of the Offer and the Merger and the other transactions contemplated thereby upon the terms and subject to the conditions contained therein and (c) resolved, subject to the terms and conditions set forth in the Merger Agreement, to recommend that the stockholders of Radius accept the Offer and tender their Shares to Purchaser pursuant to the Offer.

A more complete description of the Radius Board' s reasons for authorizing and approving the Merger Agreement and the transactions contemplated by it, including the Offer and the Merger, is set forth in the Solicitation/Recommendation Statement on Schedule 14D-9 of Radius (together with any exhibits and annexes attached thereto, the "**Schedule 14D-9**"), that will be furnished to stockholders in connection with the Offer. Radius stockholders should carefully read the information set forth in the Schedule 14D-9, including the information to be set forth under the sub-headings "−Background of the Offer" and "−Reasons for the Company Board' s Recommendation".

Radius has advised Parent that, as of the close of business on June 30, 2022, 47,607,604 Shares were outstanding, 6,788,067 Shares were issuable pursuant to outstanding Radius Options, 1,684,552 Shares were subject to issuance upon settlement of outstanding Radius RSUs, 960,000 Shares were subject to issuance upon settlement of outstanding Radius PSUs at the maximum amounts permitted under the terms of such Radius PSUs and a maximum of 37,013 shares that could be delivered pursuant to the Radius ESPP upon exercise of the outstanding purchase rights.

Pursuant to the Merger Agreement, until their successors are duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the certificate of incorporation and bylaws of the Surviving Corporation, the directors of Purchaser immediately prior to the Effective Time will be, from and after the Effective Time, the initial directors of the Surviving Corporation, and the officers of Radius immediately prior to the Effective Time will be, from and after the Effective Time, the initial officers of the Surviving Corporation.

If Purchaser consummates the Offer and the conditions to the Merger specified in the Merger Agreement are satisfied or waived, Purchaser will consummate the Merger in accordance with Section 251(h) of the DGCL as soon as practicable without a vote of the holders of the Shares.

Material U.S. federal income tax consequences of the sale of Shares pursuant to the Offer and the exchange of Shares pursuant to the Merger (or for cash upon exercise of appraisal rights) are described in Section 5−"Material United States Federal Income Tax Consequences".

Under the applicable provisions of the Merger Agreement, the Offer and the DGCL, Radius stockholders will be entitled to appraisal rights under Delaware law in connection with the Merger with respect to any Shares not tendered in the Offer, subject to and in accordance with Section 262 of the DGCL. Radius stockholders must properly and validly demand their right to seek appraisal under the DGCL in connection with the Merger in order to exercise appraisal rights. See Section 16−"Certain Legal Matters; Regulatory Approvals".

This Offer to Purchase and the Letter of Transmittal contain important information that should be read carefully before any decision is made with respect to the Offer.

THE TENDER OFFER

1. Terms of the Offer.

Upon the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of any extension or amendment), we will accept for payment and promptly pay for all Shares validly tendered prior to the Expiration Time (as defined below) and not validly withdrawn as permitted under Section 4−"Withdrawal Rights". The term "**Expiration Time" means one minute after 11:59 p.m. Eastern Time, at the end of the day on August 10, 2022, which is the date that is 20 business days after the commencement of the Offer, unless Purchaser has extended the Offer pursuant to and in accordance with the Merger Agreement (in which event the "Expiration Time" will mean the latest time and date at which the Offer, as so extended by Purchaser, will expire). The time of acceptance for payment by Purchaser of all Shares validly tendered and not validly withdrawn in the Offer pursuant to and subject to the conditions of the Offer is referred to as the "Acceptance Time".**

The Offer is conditioned upon, among other things, the satisfaction of the Minimum Condition, the Antitrust Condition, the Government Impediment Condition, the Material Adverse Effect Condition, the Termination Condition and that the Merger Agreement has not been terminated in accordance with its terms and the satisfaction of the other conditions described in Section 15−"Conditions to the Offer".

We have agreed in the Merger Agreement that, unless the Merger has been terminated in accordance with its terms, Purchaser must, and Parent shall cause Purchaser to, extend the Offer for successive extension periods of up to ten business days, if, as of the applicable Expiration Date, any of the Offer Conditions as described in Section 15−"Conditions to the Offer" other than the Minimum Condition, is not satisfied, in order to permit the satisfaction of such Offer Condition. In addition, Purchaser must, and Parent shall cause Purchaser to, extend the Offer for no more than three successive extension periods of up to ten business days each, if, at the applicable Expiration Date, (x) there has not been a Change of Board recommendation (as defined in Section 11−"The Transaction Agreements−The Merger Agreement−Acquisition Proposals"), (y) each Offer Condition, as described in Section 15−"Conditions to the Offer" other than the Minimum Condition is capable of being satisfied or waived (if permitted under the Merger Agreement), and (z) the Minimum Condition is not satisfied, in order to permit the satisfaction of the Minimum Condition.

Purchaser must, and Parent shall cause Purchaser to, extend the Offer for any extension period required by any law, any injunction or decree issued by any governmental body, or any rule, regulation or interpretation of the SEC, its staff or NASDAQ or its staff, in any such case which is applicable to the Offer. Further, Purchaser must, and Parent shall cause Purchaser to, extend the Offer for successive extension periods of up to ten business days, if as of the applicable Expiration Date, waiting period (or any extensions thereof) or any approvals or clearances applicable to the Offer or the consummation of the Merger in accordance with the HSR Act have not expired, been terminated or obtained, as applicable.

We have also agreed in the Merger Agreement that Purchaser, without Radius' s consent, may extend the Offer for additional periods of up to ten business days per extension period (or a longer extension period as approved in advance by Radius), if, as of the Expiration Date, any Offer Condition, as described in Section 15−"Conditions to the Offer," is not satisfied and has not been waived by Parent and Purchaser in writing, in order to permit the satisfaction of such Offer Condition. In addition, Purchaser, without Radius' s consent, may extend the Offer for additional periods of up to ten business days per extension period (or a longer extension period as approved in advance by Radius), if (x) all of the Offer Conditions, as described in Section 15−"Conditions to the Offer," have been satisfied or waived, (y) the full amount of the Debt Financing (as defined in the Merger Agreement) necessary to pay the applicable portion of the Financing Amount (as defined in the Merger Agreement) has not been funded and will not be funded at the Acceptance Time, and (z) Parent and Purchaser acknowledge and agree that Radius may terminate the Merger Agreement in accordance with and upon the satisfaction of the requirements set forth in the Merger Agreement and receive the Parent Termination Fee (as described in Section 11−"The Transaction Agreements−The Merger Agreement−Parent Termination Fee") pursuant to the Merger Agreement to permit the funding of the full amount of the Debt Financing necessary to pay the applicable portion of the Financing Amount.

However, in no event will Purchaser be required to extend the Offer beyond December 23, 2022. If we extend the Offer, the extension will extend the time that you will have to tender (or withdraw) your Shares.

Any extension, termination or amendment of the Offer will be followed as promptly as practicable by a public announcement of the extension, termination or amendment, and any announcement in the case of an extension will be made no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Time, and we will notify the Depositary of any extension. Without limiting the manner in which Purchaser may choose to make any public announcement, it currently intends to make announcements regarding the Offer by issuing a press release and making any appropriate filing with the SEC.

If we extend the Offer, are delayed in our acceptance for payment of or payment for Shares (whether before or after our acceptance for payment for Shares) or are unable to accept Shares for payment pursuant to the Offer for any reason, then, without prejudice to our rights under the Offer and the Merger Agreement, the Depositary may retain tendered Shares on our behalf, and such Shares may not be withdrawn except to the extent that tendering stockholders are entitled to withdrawal rights as described herein under Section 4−"Withdrawal Rights". However, our ability to delay the payment for Shares that we have accepted for payment is limited by Rule 14e-1(c) under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), which requires us to pay the consideration offered or return the securities deposited by or on behalf of stockholders promptly after the termination or withdrawal of the Offer.

Parent and Purchaser reserve the right to waive any of the Offer Conditions, to increase the Offer Price (subject to Radius' s prior consent for any increase of less than $0.10) and to make any other changes in the Offer, except that Radius' s prior written consent is required for Parent and Purchaser to:

decrease the Offer Price;

change the form of consideration payable in the Offer;

decrease the number of Shares sought in the Offer

amend, modify or waive the Minimum Condition;

extend the initial expiration date of the Offer, which will be one minute after 11:59 p.m. Eastern Time on the twentieth business day (calculated in accordance with the Exchange Act) following (and including the day of) the commencement of the Offer (the "**Initial Expiration Date**", or such later time and date to which the Offer has been extended in accordance with the Merger Agreement, the "**Expiration Date**"), except as required or permitted by the terms of the Merger Agreement as described in Section 11−"The Transaction Agreements−The Merger Agreement";

impose additional conditions to, or amend, modify or waive the conditions to the Offer in a manner adverse to, the Radius stockholders; or

provide for a "subsequent offering period" in accordance with Rule 14d-11 promulgated under the Exchange Act, except as permitted under the Merger Agreement.

If we make a material change in the terms of the Offer or the information concerning the Offer or if we waive a material condition of the Offer, we will disseminate additional tender offer materials and extend the Offer if and to the extent required by Rules 14d-4(d)(1), 14d-6(c) and 14e-1 under the Exchange Act. The minimum period during which the offer must remain open following material changes in the terms of the Offer or information concerning the Offer, other than a change in price or a change in percentage of securities sought, will depend upon the facts and circumstances, including the relative materiality of the terms or information changes. We understand that in the SEC' s view, an offer should remain open for a minimum of five business days from the date the material change is first published, sent or given to stockholders, and with respect to a change in price or a change in percentage of securities sought, a minimum ten business day period is generally required to allow for adequate dissemination to stockholders and investor response.

If, on or before the Expiration Time, we increase the consideration being paid for Shares accepted for payment in the Offer, the increased consideration will be paid to all stockholders whose Shares are purchased in the Offer, whether those Shares were tendered before or after the announcement of the increase in consideration.

We expressly reserve the right, in our sole discretion, subject to the terms and conditions of the Merger Agreement and any applicable rules and regulations of the SEC, not to accept for payment any Shares if, as of immediately prior to the Expiration Time, any of the Offer Conditions have not been satisfied. See Section 15−"Conditions to the Offer". Under certain circumstances, we may terminate the Merger Agreement and the Offer. See Section 11−"The Transaction Agreements−The Merger Agreement−Termination".

As soon as practicable following the Acceptance Time, in accordance with the terms of the Merger Agreement, we will complete the Merger in accordance with Section 251(h) of the DGCL without a vote of the holders of the Shares.

The Merger will become effective upon the filing of a certificate of merger with respect to the Merger with the Secretary of State for the State of Delaware in accordance with the DGCL, or a later time and day as may be agreed in writing by the parties and specified in the certificate of merger. We refer to the time and day the Merger becomes effective as the "**Effective Time**".

Radius has provided us with its stockholder list and security position listings for the purpose of disseminating this Offer to Purchase, the Letter of Transmittal and other related materials to holders of Shares. This Offer to Purchase, the Letter of Transmittal, as well as the Schedule 14D-9, will be mailed to record holders of Shares whose names appear on the stockholder list of Radius as of July 6, 2022 provided to us by Radius and will be furnished, for subsequent transmittal to beneficial owners of Shares, to brokers, dealers, commercial banks, trust companies and similar persons whose nominees, or the names of whose nominees, appear on the stockholder list or, if applicable, who are listed as participants in a clearing agency' s security position listing for subsequent transmittal to beneficial owners of Shares.

2. Acceptance for Payment and Payment for Shares.

Upon the terms and subject to the satisfaction or waiver (to the extent waivable by Parent or Purchaser) of the Offer Conditions set forth in Section 15−"Conditions to the Offer" (including, if the Offer is extended or amended, the terms and conditions of any extension or amendment), Purchaser will, and Parent will cause Purchaser to, as promptly as practicable following the Acceptance Time, accept for payment and, promptly following the Acceptance Time, pay for all of the Shares validly tendered and not validly withdrawn pursuant to the Offer. Subject to compliance with Rule 14e-1(c) under the Exchange Act, as applicable, and with the Merger Agreement, we expressly reserve the right to delay payment for Shares in order to comply in whole or in part with any applicable law or regulation. See Section 1−"Terms of the Offer".

In all cases, payment for Shares tendered and accepted for payment pursuant to the Offer will be made only after (a) timely receipt by the Depositary of certificates for such Shares ("**Share Certificates**") or timely confirmation of a book-entry transfer of such Shares ("**Book-Entry Confirmations**") into the Depositary' s account at The Depository Trust Company (the "**DTC**") pursuant to the procedures set forth in Section 3−"Procedures for Accepting the Offer and Tendering Shares", (b) a Letter of Transmittal, properly completed and duly executed, with any required signature guarantees (or, in the case of a book-entry transfer, an Agent' s Message (as defined below) in lieu of the Letter of Transmittal) and (c) any other documents required by the Letter of Transmittal. Accordingly, tendering stockholders may be paid at different times depending upon when the Share Certificates or Book-Entry Confirmations with respect to Shares are actually received by the Depositary. **Under no circumstances will interest be paid on the Offer Price for any Shares, regardless of any extension of the Offer or any delay in making payment for the Shares.**

The term "**Agent' s Message**" means a message, transmitted by the DTC to, and received by, the Depositary and forming a part of a Book-Entry Confirmation, that states that the DTC has received an express acknowledgment

from the participant in the DTC tendering the Shares that are the subject of the Book-Entry Confirmation that the participant has received and agrees to be bound by the terms of the Letter of Transmittal and that Purchaser may enforce such agreement against the participant. The term "Agent' s Message" also includes any hard copy printout evidencing an Agent' s Message generated by a computer terminal maintained at the Depositary' s office.

For purposes of the Offer, Purchaser will be deemed to have accepted for payment, and thereby purchased, Shares validly tendered and not validly withdrawn as, if and when Purchaser gives oral or written notice to the Depositary of Purchaser' s acceptance for payment of such Shares pursuant to the Offer. Upon the terms set forth in the Merger Agreement and subject to the Offer Conditions, payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the Offer Price for such Shares with the Depositary, which will act as agent for tendering stockholders for the purpose of receiving payments from Purchaser and transmitting payments to tendering stockholders whose Shares have been accepted for payment. If Purchaser extends the Offer, is delayed in its acceptance for payment of Shares or is unable to accept Shares for payment pursuant to the Offer for any reason, then, without prejudice to Purchaser' s rights under the Offer and the Merger Agreement, the Depositary may, nevertheless, on behalf of Purchaser, retain tendered Shares, and such Shares may only be withdrawn to the extent that tendering stockholders are entitled to withdrawal rights as described below under Section 4−"Withdrawal Rights" and as otherwise required by Rule 14e-1(c) under the Exchange Act.

At or prior to the Acceptance Time, Parent will execute a Contingent Value Rights Agreement with a rights agent mutually agreeable to Radius and Parent (the "**CVR Agreement**") governing the terms of the CVRs. Neither Purchaser nor Parent will be required to deposit any funds related to the CVRs with the rights agent unless and until such deposit is required pursuant to the terms of the CVR Agreement. For more information on the CVRs, see Section 11−"The Transaction Agreements−The CVR Agreement".

If any tendered Shares are not accepted for payment for any reason pursuant to the terms and conditions of the Offer, or if Share Certificates are submitted evidencing more Shares than are tendered, Share Certificates evidencing unpurchased Shares will be returned, without expense to the tendering stockholder (or, in the case of Shares tendered by book-entry transfer into the Depositary' s account at the DTC pursuant to the procedure set forth in Section 3−"Procedures for Accepting the Offer and Tendering Shares", such Shares will be credited to an account maintained at the DTC), promptly following the expiration or termination of the Offer.

3. Procedures for Accepting the Offer and Tendering Shares.

Valid Tenders. In order for a stockholder to validly tender Shares pursuant to the Offer, the Letter of Transmittal, properly completed and duly executed, together with any required signature guarantees (or, in the case of a book-entry transfer, an Agent' s Message in lieu of the Letter of Transmittal) and any other documents required by the Letter of Transmittal must be received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase and either (a) the Share Certificates evidencing tendered Shares must be received by the Depositary at such address or (b) such Shares must be tendered pursuant to the procedure for book-entry transfer described below and a Book-Entry Confirmation must be received by the Depositary, in each case prior to the Expiration Time.

If you hold Shares in "street" name through a broker, dealer, commercial bank, trust company or other nominee, you must contact your broker, dealer, commercial bank, trust company or other nominee and give instructions that your Shares be tendered.

Book-Entry Transfer. The Depositary will establish an account with respect to Shares at the DTC for purposes of the Offer within two business days after the date of this Offer to Purchase. Any financial institution that is a participant in the system of the DTC may make a book-entry delivery of Shares by causing the DTC to transfer such Shares into the Depositary' s account at the DTC in accordance with the DTC' s procedures for the transfer. However, although delivery of Shares may be effected through book-entry transfer at the DTC, an Agent' s

Message and any other required documents, must, in any case, be received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase prior to the Expiration Time. **Delivery of documents to the DTC does not constitute delivery to the Depositary.**

No Guaranteed Delivery. We are not providing for guaranteed delivery procedures. Therefore, Radius stockholders must allow sufficient time for the necessary tender procedures to be completed prior to the Expiration Time. In addition, for Radius stockholders who are registered holders, the Letter of Transmittal, properly completed and duly executed, together with any required signature guarantees and any other documents required by the Letter of Transmittal (or, in the case of a book-entry transfer, an Agent' s Message in lieu of the Letter of Transmittal and such other documents) must be received by the Depositary prior to the Expiration Time. Radius stockholders must tender their Shares in accordance with the procedures set forth in this Offer to Purchase and the Letter of Transmittal. Tenders received by the Depositary after the Expiration Time will be disregarded and of no effect.

Signature Guarantees. No signature guarantee is required on the Letter of Transmittal if:

the Letter of Transmittal is signed by the registered holder(s) (which term, for purposes of this Section 3, includes any participant in the DTC' s systems whose name appears on a security position listing as the owner of Shares) of Shares tendered therewith, unless the registered holder has completed either the box entitled "Special Delivery Instructions" or the box entitled "Special Payment Instructions" on the Letter of Transmittal; or

Shares are tendered for the account of a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a participant in the Securities Transfer Agents Medallion Program or any other "eligible guarantor institution", as that term is defined in Rule 17Ad-15 of the Exchange Act (each, an "**Eligible Institution**" and collectively, "**Eligible Institutions**").

In all other cases, all signatures on a Letter of Transmittal must be guaranteed by an Eligible Institution. See Instruction 1 of the Letter of Transmittal. If a Share Certificate is registered in the name of a person or persons other than the signer of the Letter of Transmittal, or if payment is to be made or delivered to, or a Share Certificate not accepted for payment or not tendered is to be issued in, the name(s) of a person other than the registered holder(s), then the Share Certificate must be endorsed or accompanied by appropriate duly executed stock powers, in either case signed exactly as the name(s) of the registered holder(s) appear(s) on the Share Certificate, with the signature(s) on the Share Certificate or stock powers guaranteed by an Eligible Institution as provided in the Letter of Transmittal. See Instructions 1 and 5 of the Letter of Transmittal.

Notwithstanding any other provision of this Offer, payment for Shares accepted pursuant to the Offer will in all cases only be made after (a) timely receipt by the Depositary of Share Certificates for such Shares or a Book-Entry Confirmation pursuant to the procedures set forth in this Section 3, (b) a Letter of Transmittal, properly completed and duly executed, with any required signature guarantees or, in the case of a book-entry transfer, an Agent' s Message, and (c) any other documents required by the Letter of Transmittal. Accordingly, tendering stockholders may be paid at different times depending upon when the foregoing documents with respect to Shares are actually received by the Depositary.

The method of delivery of the Letter of Transmittal, any Share Certificates and all other required documents, including delivery through the DTC, is at the option and the risk of the tendering stockholder and the delivery will be deemed made, and the risk of loss of such Share Certificate(s) and other documents will pass, only when actually received by the Depositary (including, in the case of book-entry transfer, by Book-Entry Confirmation). If delivery is by mail, registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery.

The tender of Shares pursuant to any one of the procedures described above will constitute the tendering stockholder' s acceptance of the Offer, as well as the tendering stockholder' s representation and warranty that the stockholder has the full power and authority to tender and assign Shares tendered, as specified in the Letter of Transmittal or the Book-Entry Confirmation, as applicable, and that when accepted for payment, we will acquire good, marketable and unencumbered title, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claims. Purchaser' s acceptance for payment of Shares tendered pursuant to the Offer will constitute a binding agreement between the tendering stockholder and Purchaser upon the terms and subject to the conditions of the Offer.

Determination of Validity. **All questions as to the validity, form, eligibility (including time of receipt) and acceptance for payment of any tender of Shares will be determined by Purchaser, in its sole discretion, which determination will be final and binding.** Purchaser reserves the absolute right to reject any and all tenders determined by it not to be in proper form or the acceptance for payment of which may, in the opinion of Purchaser, be unlawful. Purchaser also reserves the absolute right to waive any defect or irregularity in the tender of any Shares by any particular stockholder, whether or not similar defects or irregularities are waived in the case of other stockholders. No tender of Shares will be deemed to have been validly made until all defects and irregularities have been cured or waived to the satisfaction of Purchaser. **None of Parent, Purchaser, Radius, the Depositary, Innisfree M&A Incorporated (the "Information Agent") or any other person will be under any duty to give notice of any defects or irregularities in tenders or incur any liability for failure to give any such notification.**

Appointment as Proxy. By executing the Letter of Transmittal, the tendering stockholder will irrevocably appoint designees of Purchaser as the stockholder' s proxies in the manner set forth in the Letter of Transmittal, each with full power of substitution, to the full extent of the stockholder' s rights with respect to Shares tendered by the stockholder and accepted for payment by Purchaser and with respect to any and all other Shares or other securities or rights issued or issuable in respect of such Shares. The appointment will be effective when, and only to the extent that, Purchaser accepts for payment Shares tendered by the stockholder as provided herein. Upon appointment:

all such powers of attorney and proxies will be considered irrevocable and coupled with an interest in the tendered Shares;

all prior powers of attorney, proxies and consents given by the stockholder with respect to such Shares or other securities or rights will, without further action, be revoked;

no subsequent powers of attorney, proxies, consents or revocations may be given by the stockholder (and, if given, will not be deemed effective); and

the designees of Purchaser will thereby be empowered to exercise all voting and other rights with respect to such Shares and other securities or rights, including, without limitation, in respect of any annual, special or adjourned meeting of Radius' s stockholders, actions by written consent in lieu of a stockholder meeting or otherwise, as they in their sole discretion deem proper.

Purchaser reserves the right to require that, in order for Shares to be deemed validly tendered, immediately upon Purchaser' s acceptance for payment of such Shares, Purchaser must be able to exercise full voting, consent and other rights with respect to such Shares and other related securities or rights, including voting at any meeting of stockholders. The Offer does not constitute a solicitation of proxies, absent a purchase of Shares, for any meeting of Radius' s stockholders.

Stock Options and Other Equity Awards. The Offer is being made only for Shares and not for outstanding options to purchase Shares ("**Radius Stock Options**"), rights to purchase Shares granted under Radius' s 2016 Employee Stock Purchase Plan (the "**Radius ESPP**" and such rights, "**Radius ESPP Options**"), restricted stock units with respect to Shares ("**Radius RSUs**") or performance stock units with respect to Shares ("**Radius PSUs**" and, together with Radius RSUs, "**Radius Equity Awards**"). Holders of outstanding Radius Stock Options, Radius

ESPP Options and Radius Equity Awards may not participate in the Offer with respect to such options or awards. Holders of outstanding, vested and exercisable Radius Stock Options may participate in the Offer only if they provide Radius with a notice of exercise and full payment of the applicable exercise price of such Radius Stock Options, together with any required tax withholding, in accordance with the terms of the applicable Radius equity plan, agreement or arrangement, and tender the Shares, if any, issued upon such exercise. Any such exercise should be completed sufficiently in advance of the Expiration Time to ensure the holder of such outstanding Radius Stock Option will have sufficient time to comply with the procedures for tendering Shares described in this Section 3.

Information Reporting and Backup Withholding. Payments made to stockholders of Radius in the Offer or the Merger generally will be subject to information reporting and may be subject to backup withholding of U.S. federal income tax on payments for Shares made in the Offer or the Merger (currently at a rate of 24%). To avoid backup withholding, any stockholder that is a U.S. person that does not otherwise establish an exemption from U.S. federal backup withholding must provide such stockholder' s correct taxpayer identification number and certain other information on a properly completed and duly executed Internal Revenue Service ("**IRS**") Form W-9, a copy of which shall be included in the Letter of Transmittal. Any stockholder that is not a U.S. person should submit an IRS Form W-8BEN or IRS Form W-8BEN-E (or other applicable IRS Form W-8) attesting to such stockholder' s exempt foreign status in order to qualify for an exemption from information reporting and backup withholding. Stockholders that are not U.S. persons should consult their own tax advisors to determine which IRS Form W-8 is appropriate. Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules will be allowed as a refund from the IRS or a credit against a stockholder' s U.S. federal income tax liability, if any; *provided* the required information is timely furnished to the IRS. See Section 5−"Material United States Federal Income Tax Consequences".

4. Withdrawal Rights.

Shares tendered pursuant to the Offer may be withdrawn at any time prior to the Expiration Time. Thereafter, tenders are irrevocable, except that if we have not accepted your Shares for payment within 60 days after commencement of the Offer, you may withdraw them at any time after September 11, 2022, the 60th day after commencement of the Offer, until Purchaser accepts your Shares for payment.

For a withdrawal to be effective, a written notice of withdrawal must be timely received by the Depositary at one of its addresses set forth on the back cover page of this Offer to Purchase. The notice of withdrawal must specify the name of the person who tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of such Shares, if different from that of the person who tendered such Shares. If Share Certificates evidencing Shares to be withdrawn have been delivered or otherwise identified to the Depositary, then, prior to the physical release of such Share Certificates, the serial numbers shown on such Share Certificates must be submitted to the Depositary and the signature(s) on the notice of withdrawal must be guaranteed by an Eligible Institution, unless such Shares have been tendered for the account of an Eligible Institution. If Shares have been tendered pursuant to the procedure for book-entry transfer as set forth in Section 3−"Procedures for Accepting the Offer and Tendering Shares", any notice of withdrawal must also specify the name and number of the account at the DTC to be credited with the withdrawn Shares.

If Purchaser extends the Offer, is delayed in its acceptance for payment of Shares or is unable to accept Shares for payment pursuant to the Offer for any reason, then, without prejudice to Purchaser' s rights under the Offer, the Depositary may, nevertheless, on behalf of Purchaser, retain tendered Shares, and such Shares may not be withdrawn except to the extent that tendering stockholders are entitled to withdrawal rights as described herein and as otherwise required by Rule 14e-1(c) under the Exchange Act.

Withdrawals of Shares may not be rescinded. Any Shares withdrawn will thereafter be deemed not to have been validly tendered for purposes of the Offer. However, withdrawn Shares may be re-tendered following one of the procedures described in Section 3−"Procedures for Accepting the Offer and Tendering Shares" at any time prior to the Expiration Time.

All questions as to the form and validity (including time of receipt) of any notice of withdrawal will be determined by Purchaser, in its sole discretion, whose determination will be final and binding. None of Parent, Purchaser, Radius, the Depositary, the Information Agent or any other person will be under any duty to give notice of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give any such notification.

5. Material United States Federal Income Tax Consequences.

The following is a discussion of the material U.S. federal income tax consequences of the Offer and the Merger to holders that tender their Shares, and whose tender of the Shares is accepted, in exchange for the Offer Price pursuant to the Offer and holders whose Shares are converted into the right to receive the Offer Price pursuant to the Merger. This discussion is based on the Internal Revenue Code of 1986, as amended (the "**Code**"), Treasury regulations promulgated thereunder and administrative guidance and judicial interpretations thereof, each in effect as of the date of this Offer to Purchase, and all of which are subject to change, possibly with retroactive effect. We have not sought, and do not intend to seek, any ruling from the IRS or any opinion of counsel with respect to the statements made and the conclusions reached in the following summary. No assurance can be given that the IRS will agree with the views expressed herein or that a court will not sustain any challenge by the IRS in the event of litigation.

This discussion applies to a holder only if the holder holds its Shares as a "capital asset" within the meaning of Section 1221 of the Code (generally, property held for investment). This discussion is not a comprehensive description of all U.S. federal income tax considerations that may be relevant to the Offer and the Merger. This discussion does not address consequences relevant to holders of Shares subject to special rules, including, but not limited to:

a holder that is a regulated investment company, real estate investment trust, cooperative, bank or certain other financial institution, insurance company, controlled foreign corporation, passive foreign investment company, tax-exempt organization (including a private foundation), governmental organization, retirement or pension plan, dealer in securities or foreign currency, trader that uses the mark-to-market method of accounting with respect to its securities, expatriate or former long-term resident of the United States;

a holder that is, or holds Shares through, a partnership, S corporation or other pass-through entity for U.S. federal income tax purposes;

a holder that holds Shares as part of a straddle, hedging, constructive sale, conversion or other integrated transaction, or that is required to recognize income or gain with respect to the Offer or the Merger no later than such income or gain is required to be reported on an applicable financial statement;

a holder that holds or has held, directly, indirectly or constructively by attribution, more than 5 percent of the Shares;

a holder that holds Shares as qualified small business stock for purposes of Sections 1045 or 1202 of the Code;

a holder that exercises appraisal rights in the Merger, or received the Shares as compensation, pursuant to the exercise of employee stock options, stock purchase rights or stock appreciation rights, or as restricted stock;

a U.S. Holder (as defined below) whose functional currency is not the U.S. dollar; and

persons subject to special tax accounting rules as a result of any item of gross income with respect to the CVRs being taken into account in an applicable financial statement.

In addition, this discussion does not address (i) any aspect of the alternative minimum tax, (ii) the Medicare contribution tax on net investment income tax, or (iii) the U.S. federal gift or estate tax, or U.S. state or local or non-U.S. taxation.

If a partnership (or another entity or arrangement treated as a partnership, or other pass-through entity for U.S. federal income tax purposes) holds Shares, the tax treatment of its partners or members generally will depend on the status of the partner or member, the activities of the partnership or other entity and certain determinations made at the partner level. Accordingly, partnerships and other entities or arrangements treated as partnerships or other pass-through entities for U.S. federal income tax purposes that hold Shares, and partners or members in those entities or arrangements, are urged to consult their tax advisors regarding the specific U.S. federal income tax consequences to them of the Offer and the Merger.

This discussion is for informational purposes only and is not tax advice. Holders of Shares should consult their tax advisors with respect to the application of the U.S. federal income tax laws to their particular situations as well as any tax consequences of the Offer and the Merger, under the U.S. federal estate or gift tax laws or under the laws of any state, local and non-U.S. taxing jurisdiction or under any applicable income tax treaty.

Tax Consequences to U.S. Holders.

For purposes of this discussion, a "U.S. Holder" is any beneficial owner of Shares that, for U.S. federal income tax purposes, is or is treated as any of the following:

an individual who is a citizen or resident of the United States;

a corporation created or organized under the laws of the United States, any state thereof or the District of Columbia;

an estate, the income of which is subject to U.S. federal income tax regardless of its source; or

a trust that (A) is subject to the primary supervision of a U.S. court and all substantial decisions of which are subject to the control of one or more "United States persons" (within the meaning of Section 7701(a)(30) of the Code), or (B) has a valid election in effect to be treated as a United States person for U.S. federal income tax purposes.

The exchange of a Share for the Offer Price, i.e., the Cash Consideration plus a CVR, pursuant to the Offer or the Merger will be a taxable transaction for U.S. federal income tax purposes.

The amount of gain or loss a U.S. Holder recognizes, and the timing and potential character of a portion of such gain or loss, depends in part on the U.S. federal income tax treatment of the CVRs, which is subject to significant uncertainty. The installment method of reporting any gain attributable to the receipt of or payments on the CVRs will not be available because the Shares are traded on an established securities market. The receipt of the CVRs pursuant to the Offer or the Merger may be treated as either a "closed transaction" or as an "open transaction" for U.S. federal income tax purposes, each as discussed in more detail below.

There is no legal authority expressly addressing whether contingent payment rights with characteristics similar to the rights under the CVRs should be treated as either open transactions or closed transactions, and this determination is inherently factual in nature. Accordingly, U.S. Holders are urged to consult their tax advisors regarding this issue. The receipt of the CVRs would generally be treated as an "open transaction" if the value of the CVRs cannot be "reasonably ascertained". Treasury regulations state that only in "rare and extraordinary" cases would the value of contingent payment obligations not be reasonably ascertainable and, therefore, be subject to the open transaction method. Under Treasury regulations addressing contingent payment obligations analogous to the CVRs, if the fair market value of the CVRs is reasonably ascertainable, a U.S. Holder should treat the transaction as a closed transaction and include the fair market value of the CVRs as additional consideration received in the Offer or the Merger for purposes of determining gain or loss. It is possible that the CVRs may be treated as debt instruments for U.S. federal income tax purposes. However, as such treatment is unlikely, the discussion below does not address the tax consequences of such a characterization and assumes that the CVRs are not treated as debt instruments for U.S. federal income tax purposes.

Parent intends to treat the CVRs received with respect to the Shares pursuant to the Offer or the Merger for all U.S. federal and applicable state and local income tax purposes as additional consideration paid for the Shares pursuant to the Offer or the Merger as part of a closed transaction.

The following sections discuss the possible tax treatment if the receipt of the Offer Price in the Offer or Merger is treated as a closed transaction or an open transaction.

U.S. Holders are urged to consult their tax advisors regarding the proper characterization, method of tax accounting and tax reporting with respect to receipt of a CVR under the closed transaction method or open transaction method, as applicable in their respective case.

Treatment as Closed Transaction. If the receipt of a CVR is part of a closed transaction for U.S. federal income tax purposes, a U.S. Holder who sells or exchanges Shares pursuant to the Offer or the Merger generally will recognize capital gain or loss for U.S. federal income tax purposes in an amount equal to the difference, if any, between (i) the amount of cash received plus the fair market value (determined as of the closing of the Offer or the Effective Time, as the case may be) of the CVRs received and (ii) the U.S. Holder' s adjusted tax basis in the Shares sold or exchanged. No express guidance under current U.S. federal income tax law is available regarding the proper method for determining the fair market value of the CVRs. Any capital gain or loss recognized will be long-term capital gain or loss if the U.S. Holder' s holding period for such Shares exceeds one year. The deductibility of capital losses is subject to limitations. Gain or loss generally will be determined separately for each block of Shares (that is, Shares acquired at the same cost in a single transaction) tendered pursuant to the Offer or exchanged pursuant to the Merger.

The character of any gain, income or loss recognized with respect to a payment on a CVR is uncertain. Such payments may be treated as payments with respect to a sale or exchange of a capital asset or as giving rise to ordinary income, including in part as imputed interest, as described more fully below. Parent intends to treat any payment received by a U.S. Holder in respect of a CVR (except to the extent any portion of such payment is required to be treated as imputed interest, as described below) as an amount realized on the disposition of the applicable CVR by the U.S. Holder. Under this method of reporting, a U.S. Holder should recognize gain equal to the difference between such payment (less any portion of such payment required to be treated as imputed interest, as described below) and the U.S. Holder' s adjusted tax basis in the applicable CVR and, if the CVR expires without the Milestone being achieved, loss equal to the U.S. Holder' s adjusted tax basis in the applicable CVR. A U.S. Holder' s adjusted basis in a CVR generally will equal the CVR' s fair market value when the CVR was received pursuant to the Offer or the Merger. The gain or loss will generally be long-term capital gain or loss if the U.S. Holder has held the applicable CVR (or possibly the Share in respect of which such CVR was received) for more than one year at the time of such payment or expiry. The deductibility of capital losses is subject to limitations.

Treatment as Open Transaction. If the receipt of a CVR pursuant to the Offer or the Merger is treated under the open transaction method of accounting for U.S. federal income tax purposes, the fair market value of the CVR will not be treated as additional consideration for the Shares at the time the CVR is received, and the U.S. Holder will not have any tax basis in the CVR. Instead, the U.S. Holder will take payments under a CVR into account when made or deemed made in accordance with the U.S. Holder' s regular method of accounting for U.S. federal income tax purposes. Generally, a portion of such payments will be treated as imputed interest, as described in more detail below, and the balance as additional consideration recognized in exchange for the Shares. Although not entirely clear, the Cash Consideration and the portion of payment on any CVR that is not treated as imputed interest will generally be applied first against a U.S. Holder' s adjusted tax basis in the Shares and any excess thereafter treated as capital gain. A U.S. Holder will recognize capital loss with respect to a Share to the extent that the holder' s adjusted tax basis in such Share exceeds the Cash Consideration plus the payment (other than imputed interest), if any, in respect of the CVR, and a U.S. Holder may not be able to recognize such loss until the resolution of all contingencies under the CVR. Any such capital gain or loss will be long-term capital gain or loss if the U.S. Holders' holding period in the Share exceeds one year. The deductibility of capital losses is

subject to limitations. Gain or loss generally will be determined separately for each block of Shares (that is, Shares acquired at the same cost in a single transaction) tendered pursuant to the Offer or exchanged pursuant to the Merger.

Imputed Interest. If payment with respect to a CVR is made more than one year after the closing of the Offer or the Effective Time (as applicable), a portion of the payment may be treated as imputed interest that is ordinary income to a U.S. Holder. The portion of any payment made with respect to a CVR treated as imputed interest will be determined at the time such payment is made and generally should equal the excess of (i) the amount of the payment in respect of the CVR over (ii) the present value of such amount as of the closing of the Offer or the Effective Time, as the case may be, calculated using the applicable federal rate as the discount rate. A U.S. Holder must include in its taxable income imputed interest using such stockholder' s regular method of accounting for U.S. federal income tax purposes.

Tax Consequences to Non-U.S. Holders.

For purposes of this discussion, a "Non-U.S. Holder" is any beneficial owner of Shares that is neither a partnership (or other entity or arrangement treated as a partnership) for U.S. federal income tax purposes nor a U.S. Holder.

Any gain realized by a Non-U.S. Holder upon the tender of Shares pursuant to the Offer or the exchange of Shares pursuant to the Merger, as the case may be, generally will not be subject to U.S. federal income tax unless:

the gain is effectively connected with a U.S. trade or business of such Non-U.S. Holder (and, if an applicable treaty so provides, is also attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States), in which case the (i) Non-U.S. Holder generally will be taxed in the same manner as a U.S. Holder (as described above under "Tax Consequences to U.S. Holders") and (ii) if the Non-U.S. Holder is a foreign corporation, an additional branch profits tax may apply at a rate of 30% (or a lower applicable treaty rate) or

the Non-U.S. Holder is a nonresident alien individual who is present in the United States for 183 days or more in the taxable year of the closing of the Offer or the Effective Time, as the case may be, and certain other conditions are met, in which case the Non-U.S. Holder may be subject to a 30% U.S. federal income tax (or a tax at a reduced rate under an applicable income tax treaty) on such gain (net of certain U.S. source losses, provided the Non-U.S. Holder has timely filed U.S. federal income tax returns with respect to such losses).

Generally, if payments are made to a Non-U.S. Holder with respect to a CVR, such Non-U.S. Holder may be subject to withholding at a rate of 30% (or a lower applicable treaty rate) of the portion of any such payments treated as imputed interest (as discussed above under "Tax Consequences to U.S. Holders−Imputed Interest"), unless such Non-U.S. Holder establishes its entitlement to exemption from or a reduced rate of withholding under an applicable tax treaty by providing the appropriate documentation (generally, IRS Form W-8BEN or W-8BEN-E or other applicable IRS Form W-8) to the applicable withholding agent.

Information Reporting and Backup Withholding.

Information reporting generally will apply to payments to a stockholder pursuant to the Offer or the Merger, unless such stockholder is an entity that is exempt from information reporting and, when required, properly demonstrates its eligibility for exemption. In addition, payments with respect to the CVRs may be subject to information reporting and backup withholding.

Any payment to a U.S. Holder that is subject to information reporting generally will also be subject to backup withholding, unless such U.S. Holder (i) provides the appropriate documentation (generally, IRS Form W-9) to

the applicable withholding agent certifying that, among other things, its taxpayer identification number is correct, or otherwise establishes an exemption and (ii) with respect to payments on the CVRs, provides the Rights Agent with the certification documentation in clause (i) of this sentence or otherwise establishes an exemption from backup withholding.

The information reporting and backup withholding rules that apply to payments to a stockholder pursuant to the Offer and Merger generally will not apply to payments to a Non-U.S. Holder if such Non-U.S. Holder certifies under penalties of perjury that it is not a U.S. person (generally by providing an IRS Form W-8BEN or W-8BEN-E or other applicable IRS Form W-8) or otherwise establishes an exemption. Non-U.S. Holders should consult their own tax advisors to determine which IRS Form W-8 is appropriate.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules generally will be allowed as a refund or a credit against a U.S. Holder' s U.S. federal income tax liability if the required information is properly and timely furnished by such U.S. Holder to the IRS.

U.S. Holders should consult their own tax advisors to determine their qualification for exemption from backup withholding and the procedure for obtaining such exemption.

Additional Withholding Tax on Payments to Foreign Accounts.

Under the "Foreign Account Tax Compliance Act" provisions of the Code, related U.S. Treasury guidance and related intergovernmental agreements ("**FATCA**"), Parent or another applicable withholding agent will be required to withhold tax at a rate of 30% on the portion of payments on the CVRs treated as imputed interest and paid to "foreign financial institutions" or "non-financial foreign entities" (each as defined in the Code), unless (i) the foreign financial institution undertakes certain diligence and information reporting obligations, (ii) the non-financial foreign entity either certifies it does not have any "substantial United States owners" (as defined in the Code) or furnishes identifying information regarding each substantial United States owner, or (iii) the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from these rules. In general, no such withholding will be required with respect to a person that timely provides certifications that establish an exemption from FATCA withholding on a valid IRS Form W-8. Foreign financial institutions located in jurisdictions that have an intergovernmental agreement with the United States governing FATCA may be subject to different rules. A Non-U.S. Holder may be able to claim a credit or refund of the amount withheld under certain circumstances.

Under currently proposed Treasury Regulations, FATCA withholding would no longer apply to payments of gross proceeds from the sale or other disposition of property of a type that can generate U.S. source interest or dividends, including the Shares. Taxpayers generally may rely on these proposed Treasury Regulations until final Treasury Regulations are issued.

Non-U.S. Holders should consult their tax advisors regarding the possible implications of the FATCA rules on their receipt of, and payments with respect to, the CVRs.

6. Price Range of Shares; Dividends.

The Shares trade on NASDAQ under the symbol "RDUS". The following table sets forth the high and low sale prices per Share for the periods indicated. Share prices are as reported on NASDAQ based on published financial sources.

	High	Low
Fiscal Year Ended December 31, 2020		
Third Quarter	$14.64	$10.15
Fourth Quarter	$19.92	$11.00
Fiscal Year Ended December 31, 2021		
First Quarter	$26.16	$17.63
Second Quarter	$22.69	$17.50
Third Quarter	$18.59	$11.95
Fourth Quarter	$23.00	$6.47
Fiscal Year Ending December 31, 2022		
First Quarter	$9.34	$5.92
Second Quarter	$10.86	$4.97
Third Quarter (through July 12, 2022)	$10.66	$10.10

On June 22, 2022, the last full trading day prior to the public announcement of the execution of the Merger Agreement, the closing sale price per Share reported on NASDAQ was $8.91 per Share. On July 12, 2022, the last full day of trading prior to the commencement of the Offer, the closing sale price per Share reported on NASDAQ was $10.14. **Stockholders are urged to obtain a current market quotation for Shares.**

According to Radius' s Annual Report on Form 10-K for the year ended December 31, 2021 filed with the SEC, Radius has never declared or paid any cash dividends on the Shares. Under the Merger Agreement, Radius is not permitted to declare, set aside, make or pay any dividends with respect to the Shares without the prior written consent of Parent.

7. Certain Information Concerning Radius.

General. Radius was incorporated under the laws of the State of Delaware on February 4, 2008 under the name MPM Acquisition Corp. In May 2011, MPM Acquisition Corp. entered into a reverse merger transaction (the "**MPM Merger**") with its predecessor, Radius Health, Inc., a Delaware corporation formed on October 3, 2003 (the "**Former Operating Company**"), pursuant to which the Former Operating Company became a wholly owned subsidiary of Radius. Immediately following the MPM Merger, the Former Operating Company was merged with and into Radius and Radius assumed the business of the Former Operating Company and changed its name to Radius Health, Inc**.** Radius' s common stock is listed on NASDAQ under the symbol "RDUS". The address of Radius' s principal executive office is 22 Boston Wharf Road, 7th Floor, Boston, MA 02210. The telephone number of Radius' s principal executive office is (617) 551-4000.

The following description of Radius and its business has been derived from Radius' s Annual Report on Form 10-K for the fiscal year ended December 31, 2021 and is qualified in its entirety by reference to that report. Radius is a global biopharmaceutical company focused on addressing unmet medical needs in the areas of bone health, neuroscience, and oncology.

Available Information. The Shares are registered under the Exchange Act. Accordingly, Radius is subject to the information reporting requirements of the Exchange Act and, in accordance with the Exchange Act, is required to file periodic reports, proxy statements and other information with the SEC relating to its business, financial condition and other matters. Information as of particular dates concerning Radius' s directors and officers, their remuneration, stock options granted to them, the principal holders of Radius' s securities, any material interests of

those persons in transactions with Radius and other matters is required to be disclosed in proxy statements, the most recent one having been filed with the SEC on June 24, 2022. Such reports, proxy statements and other information are available for inspection through the SEC' s website on the Internet at www.sec.gov.

Although Purchaser has no knowledge that any of the foregoing information is untrue, Purchaser takes no responsibility for the accuracy or completeness of information contained in this Offer to Purchase with respect to Radius or any of its subsidiaries or affiliates or for any failure by Radius to disclose any events which may have occurred or may affect the significance or accuracy of the foregoing information.

Certain Projections. Radius provided the Radius Board and its financial advisors with selected unaudited financial projections, some of which were shared with Purchaser in connection with its due diligence review. Such information is described in the Schedule 14D-9 under the heading "– *Financial Projections*", which is being filed with the SEC on the date of this Offer to Purchase and is being mailed to Radius' s stockholders together with this Offer to Purchase. Radius' s stockholders are urged to, and should, carefully read the Schedule 14D-9.

8. Certain Information Concerning Parent, Purchaser and Certain Related Persons.

Purchaser is a Delaware corporation and a wholly-owned subsidiary of Parent, and was formed solely for the purpose of facilitating the acquisition of Radius. Purchaser has not carried on any activities to date, except for activities incidental to its formation and activities undertaken in connection with the transactions contemplated by the Merger Agreement. Upon consummation of the Merger, Purchaser will merge with and into Radius and will cease to exist, with Radius surviving the Merger as a wholly-owned subsidiary of Parent. The business address and business telephone number of Purchaser are as set forth below:

Ginger Merger Sub, Inc.
c/o B-FLEXION International GP LLC
55 Cambridge Parkway, Suite 401
Cambridge, MA 02142
(617) 588-4900

Parent is a Delaware corporation and is controlled by GPC WH Fund LP ("**GPC WH Fund**"), an affiliate of Gurnet Point Capital, LLC ("**Gurnet Point**"), and Patient Square Equity Partners, LP, an affiliate of Patient Square Capital, LP ("**Patient Square**"). Parent was formed solely for the purpose of facilitating the acquisition of Radius. Parent has not carried on any activities to date, except for activities incidental to its formation and activities undertaken in connection with the transactions contemplated by the Merger Agreement. The business address and business telephone number of Parent are as set forth below:

Ginger Acquisition, Inc.
c/o B-FLEXION International GP LLC
55 Cambridge Parkway, Suite 401
Cambridge, MA 02142
(617) 588-4900

GPC WH Fund, the general partner of which is B-FLEXION International GP LLC, is an affiliate of Gurnet Point. Gurnet Point is a healthcare private investment fund based in Cambridge, Massachusetts. Gurnet Point invests in life sciences, medical technology and healthcare services companies across all stages of development through to commercialization. The business address and business telephone number of GPC WH Fund are as set forth below:

GPC WH Fund LP
55 Cambridge Parkway, Suite 401
Cambridge, MA 02142
(617) 588-4900

Patient Square is a dedicated health care investment firm that partners with best-in-class management teams whose products, services and technologies improve health. Patient Square utilizes deep industry expertise, a broad network of relationships and a true partnership approach to make investments in companies grow and thrive. Patient Square invests in businesses that strive to improve patient lives, strengthen communities and create a healthier world. Patient Square' s team of industry-leading executives is differentiated by the depth of focus in health care, the breadth of health care investing experience, and the network it can activate to drive differentiated outcomes.

Patient Square Capital, LP
2884 Sand Hill Road, Suite 100,
Menlo Park, CA 94205
(650) 677-8100

The name, business address, citizenship, current principal occupation or employment, and five-year employment history of each of the directors, executive officers and control persons of Purchaser, Parent, GPC WH Fund and Patient Square and certain other information are set forth in Schedule I to this Offer to Purchase.

During the last five years, none of Purchaser, Parent, GPC WH Fund or Patient Square or, to the best knowledge of Purchaser, Parent, GPC WH Fund or Patient Square, any of the persons listed in Schedule I to this Offer to Purchase, (i) has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) was a party to any judicial or administrative proceeding (except for matters that were dismissed without sanction or settlement) that resulted in a judgment, decree or final order enjoining the person from future violations of, or prohibiting activities subject to, federal or state securities laws, or a finding of any violation of federal or state securities laws.

As of July 12, 2022, none of Purchaser, Parent, GPC WH Fund or Patient Square directly beneficially owns any Shares.

Except as set forth elsewhere in this Offer to Purchase or Schedule I to this Offer to Purchase: (i) none of Purchaser, Parent, GPC WH Fund or Patient Square or, to the knowledge of Purchaser, Parent, GPC WH Fund or Patient Square, the persons listed in Schedule I hereto beneficially owns or has a right to acquire any Shares or any other equity securities of Radius; (ii) none of Purchaser, Parent, GPC WH Fund or Patient Square or, to the knowledge of Purchaser, Parent, GPC WH Fund or Patient Square, any of the other persons referred to in clause (i) above has effected any transaction with respect to the Shares or any other equity securities of Radius during the past 60 days; (iii) none of Purchaser, Parent, GPC WH Fund or Patient Square, or, to the knowledge of Purchaser, Parent, GPC WH Fund or Patient Square, the persons listed in Schedule I to this Offer to Purchase has any contract, arrangement, understanding or relationship with any other person with respect to any securities of Radius (including any contract, arrangement, understanding or relationship concerning the transfer or the voting of any such securities, joint ventures, loan or option arrangements, puts or calls, guaranties of loans, guaranties against loss or the giving or withholding of proxies, consents or authorizations); (iv) during the two years before the date of this Offer to Purchase, there have been no transactions between any of Purchaser, Parent, GPC WH Fund, Patient Square, their subsidiaries or, to the knowledge of Purchaser, Parent, GPC WH Fund or Patient Square, any of the persons listed in Schedule I to this Offer to Purchase, on the one hand, and Radius or any of its executive officers, directors or affiliates, on the other hand, that would require reporting under SEC rules and regulations; and (v) during the two years before the date of this Offer to Purchase, there have been no contracts, negotiations or transactions between Purchaser, Parent, GPC WH Fund, Patient Square, their subsidiaries or, to the knowledge of Purchaser, Parent, GPC WH Fund or Patient Square, any of the persons listed in Schedule I to this Offer to Purchase, on the one hand, and Radius or any of its affiliates, on the other hand, concerning a merger, consolidation or acquisition, a tender offer or other acquisition of securities, an election of directors or a sale or other transfer of a material amount of assets.

Additional Information. Pursuant to Rule 14d-3 under the Exchange Act, we have filed with the SEC a Tender Offer Statement on Schedule TO (the "**Schedule TO**"), of which this Offer to Purchase forms a part, and exhibits

to the Schedule TO. The Schedule TO and the exhibits thereto and other information that Purchaser has filed electronically with the SEC are available and may be obtained at no charge at the SEC' s website at www.sec.gov.

9. Source and Amount of Funds.

We estimate that we will need approximately $693.8 million to purchase all of the Shares pursuant to the Offer, to complete the Merger, to make payments in respect of outstanding stock options and other equity awards pursuant to the Merger Agreement and in connection with the repurchase or conversion, as applicable, of Radius' s 3.00% Convertible Senior Notes due 2024 (the "**Convertible Notes**"). In addition, Parent estimates that it will need approximately $49.8 million to pay the maximum aggregate amount that the holders of CVRs may be entitled to receive if the Milestone is achieved.

Parent expects to fund the Offer and the Merger using an equity investment contemplated pursuant to equity commitment letters, each dated June 23, 2022 (the "**Equity Commitment Letters**"), that Parent has entered into with each of GPC WH Fund LP and Patient Square Equity Partners, LP, a debt financing contemplated by a debt commitment letter, dated June 23, 2022 (the "**Debt Commitment Letter**") among Parent, Purchaser and OrbiMed Royalty & Credit Opportunities III, LP and OrbiMed Royalty & Credit Opportunities IV, LP (together, the "**Commitment Parties**"), and cash on hand at Radius.

Equity Commitment Letters

Pursuant to and subject to the conditions of the Equity Commitment Letters, GPC WH Fund LP agreed to provide an equity commitment to Parent in the amount of up to $248.0 million, and Patient Square Equity Partners, LP (together with GPC WH Fund LP, the "**Equity Investors**") agreed to provide an equity commitment to Parent in the amount of up to $248.0 million, for an aggregate equity commitment of up to $496.0 million (the "**Aggregate Commitment**"), to fund a portion of the Merger Consideration and any other amounts payable pursuant to the Merger Agreement and to pay related fees and expenses.

Each Equity Investor is entitled to assign a portion of its commitment to one or more persons, provided that the amount required to be funded by such Equity Investor will only be reduced by the amount actually contributed by such assignee.

Each Equity Investor' s obligation to fund its portion of its commitment is subject to the following conditions: (i) the satisfaction or waiver of each of the conditions to Parent' s and Purchaser' s obligation to effect the closing as set forth in the Merger Agreement and described elsewhere in this Offer to Purchase; (ii) the substantially contemporaneous funding of the Debt Financing (as defined below) in accordance with the terms thereof; (iii) the substantially simultaneous funding by the other Equity Investor of its respective portion of the Aggregate Commitment contemplated by the other Equity Investor' s Equity Commitment Letter; and (iv) the substantially simultaneous consummation of the transactions in accordance with the terms of the Merger Agreement.

Each Equity Investor' s funding obligations under its Equity Commitment Letter will terminate automatically and immediately upon the earliest to occur of: (i) the consummation of the Closing (at which time all such obligations shall be discharged); (ii) the receipt by Radius of the Parent Termination Fee (as defined in Section 11−"The Transaction Agreements−The Merger Agreement−Parent Termination Fee" below); (iii) the assertion of claims by Radius, or any person on behalf of or for the benefit of Radius, against Parent, an Equity Investor or their respective affiliates or representatives under or in connection with the Merger Agreement, the Limited Guarantee or the Equity Commitment Letter (other than certain retained claims as specified in the Limited Guarantee); (iv) the occurrence of any event which terminates the Equity Investor' s obligations or liabilities under the Limited Guarantee; and (v) the sixtieth day following the valid termination of the Merger Agreement pursuant to its terms.

Radius is a third party beneficiary of the Equity Commitment Letters solely for the purpose of the right to enforce the obligations of the Equity Investor to perform its obligations under the Equity Commitment Letters.

This summary does not purport to be complete and is qualified in its entirety by reference to the full text of the Equity Commitment Letters, copies of which have been filed as Exhibits (d)(5) and (d)(6) to the Schedule TO and which are incorporated herein by reference.

Limited Guarantees

Simultaneously with the execution of the Merger Agreement, each of the Equity Investors provided Radius with a limited guarantee (each, a "**Limited Guarantee**"), pursuant to which each Equity Investor guarantees the payment to Radius of 50% of the obligations of Parent with respect to the payment of (i) the Parent Termination Fee, if payable under the terms of the Merger Agreement, and (ii) Parent' s reimbursement and indemnity obligations pursuant to, and to the extent set forth in, the Merger Agreement. The aggregate liability of each Equity Investor under its Limited Guarantee is limited to $11.3 million.

This summary does not purport to be complete and is qualified in its entirety by reference to the full text of the Limited Guarantees, copies of which have been filed as Exhibits (d)(7) and (d)(8) to the Schedule TO and which are incorporated herein by reference.

Debt Commitment Letter

Pursuant to the Debt Commitment Letter, the Commitment Parties committed to provide to Purchaser debt financing (the "**Debt Financing**") in the form of a $350.0 million senior secured term facility (the "**Term Loan**") to finance the transactions contemplated by the Merger Agreement, to refinance certain existing indebtedness of Radius and to pay related fees and expenses.

The Term Loan will mature on the seventy-two (72) month anniversary of the closing date. The Term Loan will amortize monthly beginning on the thirty-seven (37) month anniversary of the closing date, with monthly installments of principal due through the maturity date.

The amounts outstanding under the Term Loan will bear interest at a rate per annum equal to the greater of (a) 30-day average SOFR and (b) one-half percent (0.50%) per annum, plus the applicable margin of eight percent (8.00%) per annum ("**Interest**"). For the first twelve (12) months after the closing date, the borrower under the Term Loan will have the option to accrue up to one-half percent (0.50%) of the Interest as a payable in kind.

The definitive documentation for the Term Loan as contemplated by the Debt Commitment Letter will contain covenants, events of default and other terms and provisions that have been agreed with the Commitment Parties and are set forth on the term sheets and in the forms of agreement attached as exhibits to the Debt Commitment Letter and will otherwise be finalized substantially consistent with the "Documentation Principles" contemplated by the Debt Commitment Letter.

The commitments of the Commitment Parties are subject to, among other things: (i) confirmation that the Offer has been consummated or will be consummated in accordance with the terms of the Merger Agreement substantially concurrently with the initial borrowing under the Term Loan; (ii) the absence of any modification to the Merger Agreement that is adverse in any respect material to the interests of the Commitment Parties; (iii) the receipt by the Commitment Parties of certain financial information as set forth in the Debt Commitment Letter; (iv) confirmation that the refinancing of Radius' existing revolving facility and term loan facility either has been consummated or will be consummated substantially concurrently with the initial borrowing under the Term Loan; (v) the absence, since the date of the Merger Agreement, of a Company Material Adverse Effect (as defined in the Merger Agreement) that would result in a failure of a condition precedent to Purchaser' s obligation to consummate the Offer and the Merger or that would give Purchaser the right (taking into account any notice and cure provisions) to terminate its obligations pursuant to the terms of the Merger Agreement; (vi) the receipt by the Commitment Parties of documentation containing terms that are materially consistent with the provisions of the term sheets annexed to the Debt Commitment Letter and the applicable Documentation Principles and

certain other provisions; (vii) the receipt by the Commitment Parties of certain closing deliverables as set forth in the Debt Commitment Letter; (viii) the accuracy of certain specified representations and warranties; (ix) the receipt by the Commitment Parties of all documentation and other information required under applicable "know your customer" and anti-money laundering rules and regulations (including the PATRIOT Act) at least three business days prior the date of funding of the Term Loan; and (x) payment of fees and expenses due to the Commitment Parties under the Debt Commitment Letter.

This summary does not purport to be complete and is qualified in its entirety by reference to the full text of the Debt Commitment Letter, a copy of which has been filed as Exhibit (b) to the Schedule TO and which is incorporated herein by reference.

The Offer is not conditioned upon Parent' s or Purchaser' s ability to finance the purchase of Shares pursuant to the Offer.

10. Background of the Offer; Past Contacts or Negotiations with Radius.

The following chronology summarizes the key meetings and other events between representatives of Gurnet Point, representatives of Patient Square, and representatives of Radius that led to the signing of the Merger Agreement. The following chronology does not purport to catalogue every conversation between Gurnet Point, Patient Square, Radius and their respective representatives. For a summary of additional activities of Radius relating to the signing of the Merger Agreement, please refer to the Schedule 14D-9 being mailed to stockholders with this Offer to Purchase. Other than as described below, there have been no material contacts between Radius, Gurnet Point and Patient Square in the past two years.

Gurnet Point and its affiliates are engaged in making investments in public and private companies in the healthcare and pharmaceutical industries, among other activities. As part of Gurnet Point' s ongoing evaluation of such potential investments, representatives of Gurnet Point regularly evaluate a variety of potential licensing, partnering, research and development, collaboration and strategic acquisition transactions with third parties, including companies that have developed and commercialized products in clinical areas that complement or further Gurnet Point' s product portfolio and strategic plan, such as Radius.

In connection with a sale process conducted by Radius, in January of 2022, representatives of J.P. Morgan Securities LLC ("**J.P. Morgan**"), financial advisor to Radius, contacted Gurnet Point to inquire whether Gurnet Point may be interested in acquiring TYMLOS or Radius as a whole.

On January 26, 2022, Radius and Gurnet Point entered into a confidential disclosure agreement ("**CDA**"), which did not include a standstill provision. See Section 11 "The Transaction Agreements−The Confidentiality Agreement".

On February 23, 2022, Gurnet Point received a process letter concerning a potential acquisition of TMYLOS from J.P. Morgan, with an initial bid date of March 28, 2022.

On March 7, 2022, Velan Capital Investment Management LP (together with its affiliates and related parties, "**Velan**") and Repertoire Partners LP (together with its affiliates and related parties, "**Repertoire**") filed a joint Schedule 13D, disclosing their entry into a Group Agreement on February 15, 2022, under which they agreed to coordinate their activities with respect to Radius, as well as a Joint Filing Agreement on March 7, 2022. The Schedule 13D reported that each of Velan and Repertoire owned 1,371,400 shares of Radius' s common stock, collectively constituting 5.8% of Radius' s outstanding stock and economic exposure to approximately 8.2% of Radius' s outstanding common stock.

On March 9, 2022, Gurnet Point engaged Latham & Watkins LLP ("**Latham & Watkins**") to assist with its evaluation of a potential acquisition of Radius, including legal due diligence, negotiation of definitive documentation and other relevant aspects of the potential transaction.

On March 11, 2022, Gurnet Point submitted a non-binding proposal to acquire Radius for upfront cash consideration of $10.50 per share, which represented a 24% premium to Radius' s then-current stock price, plus a contingent value right that would pay $1.75 per share in the event TYMLOS achieved certain net revenue milestones (the "**Initial Gurnet Point Offer**").

On March 15, 2022, Velan and Repertoire filed an amendment to their Schedule 13D disclosing their intention to nominate the four above named individuals as nominees for election to Radius' s Board at the Annual Meeting.

On March 28, 2022, Gurnet Point delivered a revised proposal to Radius to acquire Radius for $11.25 per share, plus a contingent value right that would pay $0.60 per share in the event elacestrant achieved U.S. Food and Drug Administration ("**FDA**") approval with a label and indication restricted to use in ESR-1 positive patients prior to December 31, 2023, or $1.75 per share in the event elacestrant achieved FDA approval with a label and indication not restricted to use in ESR-1 positive patients prior to December 31, 2023 (the "**Second Gurnet Point Offer**").

On April 11, 2022, J.P. Morgan provided feedback to Gurnet Point that its revised proposal was inadequate but that Radius was nevertheless willing to continue to engage with Gurnet Point and negotiate more compelling economic terms.

On April 19, 2022, Ropes & Gray LLP ("**Ropes & Gray**"), counsel to Radius, sent a draft Merger Agreement (the "**Initial Merger Agreement Draft**") to Gurnet Point' s counsel at Latham & Watkins LLP ("**Latham & Watkins**"), which included fully committed financing, a "hell or high water" regulatory efforts covenant, and a customary "window shop" non-solicit provision with a fiduciary out for Radius' s Board (the "**Fiduciary Out**").

Between April 21, 2022 and May 10, 2022, Gurnet Point and its advisors conducted extensive due diligence on Radius.

On May 20, 2022, Radius filed its preliminary proxy statement in connection with the Annual Meeting.

On May 23, 2022, J.P. Morgan requested that Gurnet Point provide an updated proposal and further clarity on its proposed financing for the transaction.

On May 27, 2022, Gurnet Point submitted a revised non-binding proposal (the "**Third Gurnet Point Offer**") to acquire Radius for $9.00 per share in cash, which represented a 47% premium to Radius' s then-current stock price, plus a contingent value right, entitling the holder to a potential maximum payment of $2.75 per share based upon (1) $0.50 per contingent value right upon FDA approval of elacestrant prior to December 31, 2023; (2) $0.50 per contingent value right upon FDA approval of the supplemental New Drug Application for use of TYMLOS in men with osteoporosis at high risk for fracture prior to December 31, 2023; (3) $0.50 per contingent value right if net sales of TYMLOS in calendar year 2024 or any prior calendar year exceed $300 million; and (4) an additional $1.25 per contingent value right if net sales of TYMLOS in calendar year 2024 or any prior calendar year exceed $350 million. Between April 8, 2022 and May 27, 2022, the price of shares of Radius' s common stock declined significantly, from a closing price of $8.91 per share on April 8, 2022 to $6.12 per share on May 27, 2022.

Throughout May and June 2022, Ropes & Gray and Latham & Watkins exchanged drafts of the Merger Agreement and Radius' s disclosure letter (the "**Disclosure Letter**"). In connection with these negotiations, Radius accepted a "reasonable best efforts" standard with respect to regulatory obligations and the structure of the transaction was changed from a one-step merger to a two-step tender offer to allow for a shorter time between signing and closing and benefit shareholders. The negotiations were otherwise focused on customary issues involving the covenants and representations and warranties. See Section 11 "*Transaction Agreements–The Merger Agreement*". In parallel, Gurnet Point engaged with OrbiMed Advisors, LLC in order to secure committed debt financing for the transaction.

On June 6, 2022, each of Radius and Velan and Repertoire filed their respective definitive proxy statement in connection with the Annual Meeting. Radius disclosed in its definitive proxy statement that the Annual Meeting would be held on July 8, 2022, with holders of record of shares of Common Stock at the close of business on June 3, 2022 entitled to notice of, and to submit questions and vote electronically at, the Annual Meeting and any continuation, postponement, or adjournment thereof.

On June 7, 2022, J.P. Morgan communicated a counterproposal to Gurnet Point for upfront cash consideration of $10.00 per share as well as a $1.50 per contingent value right if net sales of TYMLOS (inclusive of U.S. sales and Japan Royalties) exceeds $250 million in any calendar year.

On June 10, 2022, Gurnet Point sent a further revised proposal (the "**Fourth Gurnet Point Offer**") to acquire Radius for $10.00 per share, which represented a 41% premium to Radius' s then-current stock price, with a contingent value right entitling each holder to receive up to $1.50 per contingent value right upon the achievement by Radius of $330 million in net sales of TYMLOS during any consecutive 12-month period prior to December 31, 2025.

On June 12, 2022, J.P. Morgan spoke with Goldman, Sachs & Co. ("**Goldman**"), financial advisor to Gurnet Point, regarding a counterproposal of a $1.00 contingent value right per share upon the achievement by Radius of $300 million in net sales of TYMLOS during any consecutive 12-month period prior to December 31, 2025. Following these discussions, Gurnet Point agreed to the contingent value right construct proposed by Radius.

Between June 17, 2022 and June 22, 2022, Ropes & Gray and Latham & Watkins continued to exchange drafts of the Merger Agreement and the Disclosure Letter, as well as drafts of the contingent value rights agreement, debt and equity commitment letters and limited guarantees.

On June 21, 2022, Gurnet Point informed Radius that it intended to involve a co-sponsor, Patient Square, in the transaction in order to assist in funding the transaction and contribute financial and operational expertise in a complex transaction. Gurnet Point and Patient Square confirmed that they would finance the transaction by means of a combination of committed debt financing provided by affiliates of OrbiMed Advisors, LLC and equity commitments provided by certain funds of Gurnet Point and Patient Square. From June 21 to June 23, 2022 Gurnet Point continued to negotiate for committed debt financing from affiliates of OrbiMed Advisors, LLC for the transaction, as well as negotiate forms of equity commitment letter and limited guarantee with Patient Square.

On June 23, 2022, Ropes & Gray informed Latham & Watkins and Kirkland & Ellis LLP, counsel to Patient Square, that, the Radius Board had met and unanimously resolved: (1) that the Merger Agreement and contemplated transactions are fair to, and in the best interests of, Radius and its stockholders; (2) that it is advisable for Radius to enter into the Merger Agreement, (3) to adopt the Merger Agreement and that the execution, delivery and performance by Radius of the Merger Agreement and the consummation of the contemplated transactions are authorized and approved; and (4) to recommend that the stockholders of Radius accept the Offer and tender their Shares to Purchaser pursuant to the Offer. On June 23, 2022, the parties executed the Merger Agreement.

On the morning of June 23, 2022, Radius issued a press release announcing the transaction.

On June 27, 2022, Radius filed a Current Report on Form 8-K to disclose that in light of the execution of the Merger Agreement, Radius' s Board determined to postpone the Annual Meeting until July 26, 2022 to provide Radius' s stockholders additional time to evaluate information regarding the Offer as well as Radius' s Board' s strategic review process that ultimately led Radius Board to unanimously recommend the proposed transaction to stockholders for approval.

11. The Transaction Agreements.

The following are summaries of the material terms of the Merger Agreement, the CVR Agreement and the Confidentiality Agreement (as defined below). They have been included to provide investors and stockholders with information regarding the terms of such agreements. The following summaries do not purport to be complete and are qualified in their entirety by reference to the definitive agreements themselves, which have been filed as exhibits to the Schedule TO. Radius stockholders and other interested parties should read the Merger Agreement, the CVR Agreement and the Confidentiality Agreement in their entirety for more complete descriptions of the terms summarized below. The Merger Agreement may be examined and copies may be obtained at the places and in the manner set forth in Section 8−"Certain Information Concerning Parent, Purchaser and Certain Related Persons".

The Merger Agreement and the summary included below are not intended to provide any factual information about Radius, its stockholders or executives, Parent or Purchaser, their respective businesses, or the actual conduct of their respective businesses during the period prior to the consummation of the Merger. The representations, warranties and covenants contained in the Merger Agreement were made only as of specified dates for the purposes of such agreement, were solely for the benefit of the parties to the agreements and may be subject to qualifications and limitations agreed upon by the parties. In particular, in reviewing the representations, warranties and covenants contained in the Merger Agreement and described in the following summary, it is important to bear in mind that such representations, warranties and covenants were negotiated with the principal purpose of allocating risk between the parties, rather than establishing matters as facts. Such representations, warranties and covenants may also be subject to a contractual standard of materiality different from those generally applicable to stockholders and to reports and documents filed with the SEC, and in some cases were qualified by disclosures set forth in a confidential disclosure letter that was provided by Radius to Parent and Purchaser but is not filed with the SEC as part of the Merger Agreement. Investors and stockholders are not third party beneficiaries under the Merger Agreement. Accordingly, investors and stockholders should not rely on such representations, warranties and covenants as characterizations of the actual state of facts or circumstances described therein without consideration of the entirety of the factual disclosures about Radius, Parent or Purchaser made in this Offer to Purchase, the Schedule 14D-9 or reports filed with the SEC. Information concerning the subject matter of such representations, warranties and covenants, which do not purport to be accurate as of the date of this Offer to Purchase, may have changed since the date of the Merger Agreement, which subsequent information may or may not be fully reflected in this Offer to Purchase or the parties' public disclosures.

The Merger Agreement

The Offer. The Merger Agreement provides that no later than the fifteenth business day following the date of the Merger Agreement, Purchaser will, and Parent will cause Purchaser to, commence the Offer and, on the terms and subject to the conditions set forth in the Merger Agreement and the Offer, Purchaser will, promptly following the Acceptance Time, irrevocably accept for payment and pay for all Shares validly tendered and not validly withdrawn pursuant to the Offer. Unless the Offer is extended pursuant to and in accordance with the Merger Agreement, the Offer will expire at one minute after 11:59 p.m. Eastern Time, at the end of the day on August 10, 2022, which is the date that is 20 business days after the date the Offer is first commenced. In the event that the Offer is extended pursuant to and in accordance with the Merger Agreement, then the Offer will expire on the date and at the time to which the Offer has been so extended.

The obligations of Purchaser to irrevocably accept for payment and pay for Shares validly tendered and not validly withdrawn pursuant to the Offer are subject only to the satisfaction or, if permissible under applicable law, waiver of the Offer Conditions described in Section 15−"Conditions to the Offer". Purchaser expressly reserves the right to waive any of the Offer Conditions and to make any change in the terms of or conditions to the Offer. However, without the prior written consent of Radius, Purchaser may not:

waive or modify the Minimum Condition or the Antitrust Condition (each as defined in Section 15−"Conditions to the Offer");

make any change in the terms of or conditions to the Offer that:

changes the form of consideration to be paid in the Offer;

decreases the Offer Price or the number of Shares sought in the Offer;

extends the Offer or the Expiration Time, except as permitted or required by the Merger Agreement;

imposes conditions to the Offer other than the Offer Conditions, as described in Section 15−"Conditions to the Offer"; or

amends any term or condition of the Offer in any manner that is adverse to the Radius stockholders.

The Merger Agreement contains provisions that govern the circumstances in which Purchaser is required or permitted to extend the Expiration Time. Unless the Merger Agreement has been terminated in accordance with its terms:

Purchaser must, and Parent must cause Purchaser to, extend the Offer for any extension period required by any law, any injunction or decree issued by any governmental body, or any rule, regulation or interpretation of the SEC, its staff or Nasdaq or its staff, in any such case which is applicable to the Offer;

Purchaser must, and Parent must cause Purchaser to, extend the Offer for successive extension periods of up to ten business days, if, as of the applicable Expiration Date, either (x) any waiting period (or any extensions thereof) or any approvals or clearances applicable to the Offer or the consummation of the Merger in accordance with the HSR Act have not expired, been terminated or obtained, as applicable; or (y) any of the Offer Conditions, as described in Section 15−"Conditions to the Offer" other than the Minimum Condition, is not satisfied, in order to permit the satisfaction of such Offer Condition;

Purchaser must, and Parent must cause Purchaser to, extend the Offer for no more than three successive extension periods of up to ten business days each, if, at the applicable Expiration Date, (x) there has not been a Change of Board Recommendation (as defined in this Section 11 under "−Acquisition Proposals"), (y) each Offer Condition, as described in Section 15−"Conditions to the Offer" other than the Minimum Condition is capable of being satisfied or waived (if permitted under the Merger Agreement), and (z) the Minimum Condition is not satisfied, in order to permit the satisfaction of the Minimum Condition;

Purchaser, without Radius' s consent, may extend the Offer for additional periods of up to ten business days per extension period (or a longer extension period as approved in advance by Radius), if, as of the Expiration Date, any Offer Condition, as described in Section 15−"Conditions to the Offer," is not satisfied and has not been waived by Parent and Purchaser in writing, in order to permit the satisfaction of such Offer Condition; and

Purchaser, without Radius' s consent, may extend the Offer for additional periods of up to ten business days per extension period (or a longer extension period as approved in advance by Radius), if (x) all of the Offer Conditions, as described in Section 15−"Conditions to the Offer," have been satisfied or waived, (y) the full amount of the Debt Financing necessary to pay the cash consideration and any fees and expenses due at the Closing has not been funded and will not be funded at the Acceptance Time, and (z) Parent and Purchaser acknowledge and agree that Radius may terminate the Merger Agreement in accordance with and upon the satisfaction of the requirements set forth in the Merger Agreement and receive the Parent Termination Fee pursuant to the Merger Agreement to permit the funding of the full amount of the Debt Financing necessary to pay the applicable portion of the Financing Amount.

Notwithstanding the foregoing, Purchaser is not required to, and without Radius' s consent will not, extend the Offer beyond December 23, 2022 (the "**Outside Date**"). In the event that the Merger Agreement is validly

terminated, Purchaser, at such time, will irrevocably and unconditionally terminate the Offer. If Purchaser terminates the Offer, or if the Merger Agreement is validly terminated before the acquisition of Shares in the Offer, Purchaser will promptly (and in any event within two business days of such termination) return, in accordance with applicable law, all tendered Shares to the registered holders thereof.

The Merger. The Merger Agreement provides that, upon the terms and subject to the conditions set forth in the Merger Agreement and in accordance with Section 251(h) of the DGCL, at the Effective Time, Purchaser will be merged with and into Radius, the separate corporate existence of Purchaser will cease and Radius will continue as the surviving corporation of the Merger.

The closing of the Merger (the "**Closing**") will take place as soon as practicable following the Acceptance Time, but in no event later than the second business day after the satisfaction or waiver of the conditions set forth in the Merger Agreement described in the subsection "−Conditions to the Merger" (excluding any conditions that, by their terms, cannot be satisfied until the Closing, but subject to the satisfaction or waiver of such conditions at the Closing). On the date of the Closing, the parties will file a certificate of merger with respect to the Merger in accordance with the DGCL (the "**Certificate of Merger**") with the Secretary of State of the State of Delaware and will take such further actions, including making all other filings or recordings required under the DGCL, in connection with the Merger. The parties to the Merger Agreement will take all necessary and appropriate action to cause the Merger to become effective as soon as practicable after the consummation of the Offer in accordance with Section 251(h) of the DGCL. The Merger will become effective at the time and day of the filing of the Certificate of the Merger with the Secretary of State of the State of Delaware, or a later time and day as may be agreed in writing by the parties and specified in the Certificate of Merger.

Certificate of Incorporation and Bylaws. At the Effective Time, subject to the provisions of the Merger Agreement described in "−Directors' and Officers' Indemnification and Insurance" below, (a) the certificate of incorporation of Radius will be amended and restated in its entirety to read in the form of Annex III to the Merger Agreement, and as so amended, will be the certificate of incorporation of the Surviving Corporation until thereafter amended, and (b) the bylaws of Radius will be amended and restated in their entirety so as to read in the form of Annex IV to the Merger Agreement, and, as so amended, will be the bylaws of the Surviving Corporation until thereafter amended.

Directors and Officers. From and after the Effective Time, the directors of Purchaser immediately prior to the Effective Time will be the initial directors of the Surviving Corporation, and the officers of Radius immediately prior to the Effective Time will be the initial officers of the Surviving Corporation.

Effect on Capital Stock. Upon the terms and subject to the conditions set forth in the Merger Agreement, at the Effective Time:

each Share that is outstanding immediately prior to the Effective Time (excluding any Canceled Shares or any Dissenting Shares, each as defined below) will be automatically converted into the right to receive the Offer Price (the "**Merger Consideration**"), without interest and less any required withholding tax, upon compliance with the applicable procedures set forth in the Merger Agreement with respect to the surrender of certificates representing Shares or the book-entry transfer of Shares;

each Share held in the treasury of Radius or owned by Radius or any direct or indirect wholly owned subsidiary of Radius and each Share owned by Parent, Purchaser or any direct or indirect wholly owned subsidiary of Parent or Purchaser immediately prior to the Effective Time (the "**Canceled Shares**") will, in each case, be canceled and retired without any conversion thereof or consideration paid therefor by virtue of the Merger; and

each share of common stock, par value $0.01 per share, of Purchaser issued and outstanding immediately prior to the Effective Time will be converted into one share of common stock, par value $0.01 per share, of the Surviving Corporation with the same rights, powers and privileges as the shares so converted, which will constitute the only outstanding shares of capital stock of the Surviving Corporation after the Effective Time.

Shares outstanding immediately prior to the Effective Time and held by Radius stockholders who are entitled to demand and have properly and validly demanded their statutory rights of appraisal in respect of these Shares in compliance in all respects with Section 262 of the DGCL (the "**Dissenting Shares**") will not be converted into or represent the right to receive the Merger Consideration, but instead will be entitled to receive an amount as may be determined pursuant to Section 262 of the DGCL. However, all Dissenting Shares held by Radius stockholders who have failed to properly and validly demand or who have effectively withdrawn or otherwise lost their rights to appraisal of these Dissenting Shares under Section 262 of the DGCL will no longer be considered to be Dissenting Shares and will be treated as if such Shares had been converted into, as of the Effective Time, the right to receive the Merger Consideration, without interest and less any required withholding tax, upon compliance with the applicable procedures set forth in the Merger Agreement with respect to the surrender of certificates representing Shares or the book-entry transfer of Shares.

From and after the Effective Time, all Shares will no longer be outstanding and will automatically cease to exist, and will cease to have any rights with respect thereto, except as specified above.

Treatment of Radius Equity Awards. Pursuant to the terms of the Merger Agreement:

five business days prior to, and conditional upon the occurrence of, the Effective Time, each outstanding Radius Stock Option that is an incentive stock option within the meaning of Section 422(b) of the Code, whether vested or unvested, may be exercised in full upon notice of exercise and full payment of the applicable exercise price to Radius in accordance with and subject to the terms of the applicable Radius equity plan for such Radius Stock Option and award agreement;

(i) each Radius Stock Option and Radius Equity Award that is outstanding and unvested immediately prior to the Effective Time that vests solely based on the holder' s continued employment or service, will vest in full at the Effective Time, and (ii) each Radius Stock Option and Radius Equity Award that does not vest solely based on the holder' s continued employment or service, will vest (in part or in full) based on the achievement of the specified performance objectives pursuant to the applicable Radius Stock Option or Radius Equity Award and the unvested portion of such award will be cancelled for no consideration at the Effective Time;

At the Effective Time, (i) each In-the-Money Option that is outstanding will be cancelled, and the holder of such cancelled Radius Stock Option will be entitled to receive (without interest), (A) a cash amount (less applicable tax withholdings pursuant to the Merger Agreement) equal to the product of (x) the total number of Shares subject to such Radius Stock Option immediately prior to the Effective Time *multiplied by* (y) the excess, if any, of the Cash Consideration over the applicable exercise price per Share under such Radius Stock Option, and (B) one CVR for each Share subject thereto (the "**Option Consideration**"), and (ii) each Radius Stock Option that is not an In-the-Money Option at the Effective Time will be cancelled for no consideration. As of the Effective Time, all holders of Radius Stock Options will cease to have any rights with respect thereto, except the right to receive the Option Consideration in accordance with the Merger Agreement; and

At the Effective Time, (i) each Radius Equity Award that is outstanding will be cancelled, and the holder of such cancelled Radius Equity Award will be entitled to receive (without interest), (A) a cash amount (less applicable tax withholdings pursuant to the Merger Agreement) equal to the product of (x) the total number of Shares subject to such Radius Equity Award immediately prior to the Effective Time, *multiplied by* (y) the Cash Consideration, and (B) one CVR for each Share subject thereto (we call this the "**Equity Award Consideration**"). As of the Effective Time, all holders of Radius Equity Awards will cease to have any rights with respect thereto, except the right to receive the Equity Award Consideration in accordance with the Merger Agreement.

Subject to the terms of the Merger Agreement, Radius will continue to operate the Radius ESPP pursuant to its terms and past practices for the Offering Period (as defined in the Radius ESPP) in effect as of the date of the Merger Agreement (the "**Current Purchase Period**"). From and after the date of the Merger Agreement, no

individual participant in the Radius ESPP will be allowed to (x) increase the amount of such participant' s rate of payroll contributions under the Radius ESPP, or (y) except to the extent required by applicable law, make separate non-payroll contributions to the Radius ESPP. Further, no individual who is not participating in the Current Purchase Period may commence participation in the Current Purchase Period or the Radius ESPP after the date of the Merger Agreement and the commencement of any future Offering Period will be suspended unless and until the Merger Agreement is terminated. Parent and Purchaser will not assume any Radius Stock Option, Radius ESPP Option or Radius Equity Award or substitute for any such option or equity award any similar award for common stock of the Surviving Corporation in connection with the Merger and the transactions contemplated by the Merger Agreement.

Representations and Warranties. In the Merger Agreement, Radius has made customary representations and warranties to Parent and Purchaser, which are qualified by information set forth in a confidential disclosure letter delivered by Radius to Parent and Purchaser in connection with the execution of the Merger Agreement and certain disclosures in Radius' s SEC filings since December 31, 2021 and publicly available prior to the date of the Merger Agreement, including, among others, representations and warranties relating to: organization and corporate power; due authorization, enforceability of the Merger Agreement, capitalization; subsidiaries; required governmental authorizations; the vote of Radius stockholders required to approve the Merger if Section 251(h) of the DGCL was not in effect; non-contravention of applicable law and orders and Radius' s organizational documents and contracts; SEC filings, financial statements and internal controls; the absence of undisclosed liabilities; the absence of a Company Material Adverse Effect (as defined below); the absence of certain changes to the business of Radius since December 31, 2021; information provided or included in the Schedule TO and other documents relating to the Offer; brokers' fees; employee benefit plans; litigation; taxes; compliance with laws and permits; environmental matters; intellectual property; real property; material contracts; regulatory compliance; insurance; and FDA and health care law matters. Each of Parent and Purchaser has made customary representations and warranties to Radius with respect to, among other matters: organization and corporate power; due authorization; the enforceability of the Merger Agreement; information provided or included in Schedule 14D-9 and other documents relating to the Offer; required governmental authorizations; non-contravention of applicable law and orders and their organizational documents and contracts; litigation; that neither is an "interested stockholder" within the meaning of Section 203 of the DGCL; the capitalization and operations of Purchaser, the Equity Financing and Debt Financing; operations of Purchaser; investigation by Parent and Purchaser into the businesses, assets, condition, operations, and prospects of Radius and its subsidiaries and brokers' fees.

Some of the representations and warranties in the Merger Agreement made by Radius are qualified as to "materiality" or "Company Material Adverse Effect". For purposes of the Merger Agreement, a "Company Material Adverse Effect" means any change, effect, event, inaccuracy, occurrence, circumstance, condition, facts or state of facts or worsening thereof or other matter that individually or in the aggregate, has had, or would reasonably be expected to have, a material adverse effect on the business, condition (financial or otherwise), assets, liabilities, operations, or results of operations of Radius and its subsidiaries, taken as a whole. However, any changes, effects, events, inaccuracies, occurrences, circumstances, conditions, facts or state of facts or worsening thereof, or other matters resulting from any of the following are not deemed to constitute a Company Material Adverse Effect and will be disregarded in the determination of whether a Company Material Adverse Effect has occurred:

(a) matters generally affecting the U.S. or foreign economies, financial or securities markets, or political, legislative, or regulatory conditions, or the industry in which Radius and its subsidiaries operate, except to the extent such matters have a materially disproportionate adverse effect on Radius and its subsidiaries, taken as a whole, relative to the impact on other similarly situated companies in the industry and in the markets Radius and its subsidiaries operate in;

(b) the negotiation, execution, announcement, or pendency of the Merger Agreement or the transactions contemplated thereby, or any actions taken or omitted to be taken by Radius (i) at the request or with Parent or Purchaser' s prior written consent, or (ii) due to Parent not granting a consent requested by Radius;

(c) any change in the market or trading volume of the Shares, however, this exception will not preclude a determination that a matter underlying such change has resulted in or contributed to a Company Material Adverse Effect unless otherwise excluded;

(d) the occurrence, escalation, outbreak or worsening of hostilities, acts or threats of war or terrorism (including the Russian-Ukrainian War, cyber-attacks and computer hacking);

(e) any plagues, pandemics (including COVID-19) or any escalation or worsening or subsequent waves thereof, epidemics or other outbreaks of diseases or public health events, hurricane, tornado, tsunami, flood, volcanic eruption, earthquake, nuclear incident, weather conditions or other natural or man-made disaster or other force majeure event;

(f) any quarantine, "shelter in place," "stay at home," workforce reduction, social distancing, shut down, closure, sequester, safety or similar laws, directives, restrictions, guidelines, responses or recommendations of or promulgated by any governmental body, including the Centers for Disease Control and Prevention and the World Health Organization, or other reasonable actions taken, in each case, in connection with or in response to COVID-19 and any evolutions or mutations thereof (the "**COVID-19 Measures**");

(g) changes in laws, regulations, or accounting principles, or interpretations thereof, except to the extent such matters have a materially disproportionate adverse effect on Radius and its subsidiaries, taken as a whole, relative to the impact on other similarly situated companies in the industry and in the markets Radius and its subsidiaries operate in;

(h) any recommendations, statements or other pronouncements made, published or proposed by professional medical organizations or any governmental body, or any panel or advisory body empowered or appointed thereby, relating to any products or product candidates of any competitors of Radius;

(i) the initiation or settlement of any legal proceedings commenced by or involving (x) any governmental body in connection with the Merger Agreement or the transactions contemplated thereby, or (y) any current or former holder of Shares arising out of or related to the Merger Agreement or the transactions contemplated thereby; or

(j) any failure by Radius to meet any internal or analyst projections or forecasts or estimates of revenues, earnings, or other financial metrics for any period on or after the date of the Merger Agreement, however, this exception will not preclude a determination that a matter underlying such failure has resulted in or contributed to a Company Material Adverse Effect (as defined below), unless otherwise excluded.

Pursuant to the Merger Agreement, Radius has represented that the Radius Board has (a) determined that the Merger Agreement and the transactions contemplated thereby are fair to, and in the best interests of, Radius and its stockholders, and that it is advisable to enter into the Merger Agreement, (b) adopted the Merger Agreement, and (c) resolved, subject to the terms and conditions set forth in the Merger Agreement, to recommend that the Radius stockholders accept the Offer and tender their Shares to Purchaser pursuant to the Offer.

Covenants of Radius. The Merger Agreement provides that, during the period from the date of the Merger Agreement until the earlier of the termination of the Merger Agreement and the Effective Time (the "**Pre-Closing Period**"), except (a) as set forth in the confidential disclosure letter of Radius provided to Parent and Purchaser in connection with the execution of the Merger Agreement, (b) as required by applicable law, (c) as expressly permitted or contemplated by the Merger Agreement, or (d) as consented to in writing by Parent (which will not be unreasonably delayed, withheld or conditioned) Radius and its subsidiaries will use reasonable best efforts to:

carry on its business in the ordinary course of business and in a manner consistent with past practice;

preserve intact its current asset and business organization, keep available the services of its current officers and employees;

carry on its business in compliance in all respects with all applicable laws, including without limitation, all applicable health care laws;

notify and consult with Parent prior to meeting with, or submitting any material correspondence to, the FDA or any other comparable regulatory authority (other than routine correspondence as may be required in connection with any regulatory permit); and

preserve its relationships and goodwill with customers, suppliers, partners, licensors, licensees, distributors, governmental bodies, employees and others having business dealings with it.

The Merger Agreement also contains specific covenants restricting Radius and each of its subsidiaries from taking certain actions during the Pre-Closing Period without the prior written consent of Parent (which will not be unreasonably delayed, withheld or conditioned) (subject to the same exceptions listed above) including, among other things, not to:

establish a record date for, authorize, declare, set aside or pay any dividends on or make other distributions in respect of any of its capital stock or shares, except for the declaration and payment of dividends or distributions by a direct wholly owned subsidiary of Radius solely to its parent;

directly or indirectly redeem, repurchase or otherwise acquire any shares of its capital stock or any Radius Stock Option or Radius Equity Award except for (A) transactions solely between or among the Company and its wholly owned subsidiaries, (B) as a result of net share settlement of any Radius Stock Options or Radius Equity Award or to satisfy the exercise price or withholding tax obligations in respect of any Radius Stock Option or Radius Equity Award or (C) any forfeiture of any Radius Stock Option or Radius Equity Award;

grant, issue, sell, pledge, dispose of or otherwise encumber, or authorize the grant, issuance, sale, pledge, disposition or other encumbrance of, (A) any shares of capital stock or other ownership interest in Radius or any of its subsidiaries, (B) any securities convertible into or exchangeable or exercisable for any such shares or ownership interest, (C) any phantom equity or similar contractual rights, or (D) any rights, warrants, options, stock appreciation rights, restricted stock, stock units, or other equity or equity-based compensation to acquire or with respect to any such shares of capital stock, ownership interest or convertible or exchangeable securities, subject to certain exceptions;

except as required by the terms of a Company Plan (as defined in the Merger Agreement) as in effect as of the date of the Merger Agreement or as required by applicable law, (A) modify or increase the wages, salary or other compensation or benefits payable to any director, officer, employee or individual independent contractor or consultant of Radius or any of its subsidiaries (each, a "**Service Provider**"), other than annual increases in base compensation made in the ordinary course of business consistent with past practice with respect to employees of Radius and its subsidiaries whose annual base compensation is less than $300,000 and provided that such modifications or increases do not, individually or in the aggregate, result in any material increase in costs, obligations or liabilities for Radius or any of its subsidiaries, (B) establish, adopt, enter into, amend in any material respect or terminate any material Company Plan, not including annual renewals of welfare benefit plans made in the ordinary course of business consistent with past practice, (C) accelerate the payment, funding, right to payment or vesting of any compensation or benefits, (D) grant any severance or termination pay or retention, change in control, or similar bonus or any similar arrangement to any current or former Service Provider, or (E) grant any new incentive compensation to any current or former Service Provider;

adopt, enter into, amend or terminate any collective bargaining agreement or contract with any labor union, works council or other employee representative body applicable to Radius or its subsidiaries;

hire or promote any employees, except for hiring consistent with the budget previously disclosed to Parent prior to the date of the Merger Agreement, to fill open positions or to replace an individual who departs following the date of the Merger Agreement and, in each case, provided that any such employee' s annual base compensation is less than $300,000;

amend any of the organizational documents of Radius or the comparable charter or organization documents of any of its subsidiaries, adopt a stockholders' rights plan or enter into any agreement with respect to the voting of its capital stock;

effect a recapitalization, reclassification of shares, stock split, reverse stock split or similar transaction or authorize the issuance of any other securities in respect of, in lieu of, or in substitution for shares of its capital stock;

adopt a plan of complete or partial liquidation, dissolution, consolidation, restructuring, recapitalization or other reorganization of Radius or any of its subsidiaries that is significant under Rule 1-02(w) of Regulation S-X;

subject to the immediately preceding bullet, make any capital expenditures that are individually or in the aggregate in excess of $500,000 above amounts indicated in any capital expenditure budget provided to Parent prior to the date of the Merger Agreement;

acquire or agree to acquire, by merging or consolidating with, by purchasing an equity interest in or a portion of the material assets of any business or any corporation, partnership, joint venture, association or other business organization or division thereof, or otherwise acquire or agree to acquire any material assets of any other person, except for the purchase of materials from suppliers or vendors in the ordinary course of business or in individual transactions involving less than $2,000,000 in assets;

except with respect to any intercompany arrangements or revolving credit borrowings under the Company Credit Agreements (as defined in the Merger Agreement) in the ordinary course of business, (A) incur any indebtedness, renew or extend any existing credit or loan arrangements, enter into any "keep well" or other agreement to maintain any financial condition of another person or enter into any agreement or arrangement having the economic effect of any of the foregoing, except for short-term indebtedness incurred in the ordinary course of business up to $1,000,000 in the aggregate; (B) make any loans or advances to any other person (except for business expenses); (C) make any capital contributions to, or investments in, any other person or (D) repurchase, prepay or refinance any material indebtedness;

sell, transfer, license, assign, mortgage, encumber or otherwise abandon, withdraw or dispose of (A) any assets or businesses with a fair market value in excess of $100,000 in the aggregate or (B) any intellectual property owned or exclusively licensed by Radius, except, in the case of clause (B), in the ordinary course of business consistent with past practice or with respect to non-exclusive licenses granted pursuant to Radius' s or its subsidiaries' standard contracts;

commence, pay, discharge, settle, compromise or satisfy any threatened or pending action (A) for monetary consideration in excess of $500,000, or (B) that would impose any material non-monetary obligations on Radius or its subsidiaries that would continue after the Effective Time;

change its fiscal year, revalue any of its material assets or change any of its material financial, actuarial, reserving or tax accounting methods or practices in any respect, except as required by GAAP or law;

(A) make, change or revoke any material tax election with respect to Radius or any of its subsidiaries, (B) file any material amended tax return, (C) enter into any "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or non-U.S. law), tax allocation agreement or tax sharing agreement relating to or affecting any material tax liability of Radius and its subsidiaries, or (D) extend or waive the application of any statute of limitations regarding the assessment or collection of any material tax with respect to Radius or any of its subsidiaries or outside of the ordinary course of business;

waive, release or assign any material rights or claims under, or enter into, terminate, renew, affirmatively determine not to renew, amend, modify, exercise any options or rights of first offer or refusal under or terminate, any material contract;

abandon, withdraw, terminate, suspend, abrogate, amend or modify in any material respect any material permits held by Radius in a manner which is adverse to Radius and its subsidiaries;

enter into any new line of business material to Radius and its subsidiaries, taken as a whole, or form a new subsidiary;

fail, cancel, reduce, terminate or fail to maintain in effect material insurance policies covering Radius and its subsidiaries and their respective properties, assets and businesses; or

authorize, or agree or commit, in writing or otherwise, to take, any of the foregoing actions.

Notwithstanding the foregoing, nothing in the Merger Agreement gives Parent or Purchaser, directly or indirectly, the right to control or direct the operations of Radius or any of its subsidiaries prior to the Effective Time. Radius will exercise complete control and supervision over its and its subsidiaries' respective operations prior to the Effective Time, consistent with the terms and conditions of the Merger Agreement.

Acquisition Proposals. Radius will not, and will cause its subsidiaries not to, and will instruct its representatives not to:

initiate, solicit, knowingly encourage or knowingly facilitate any inquiry with respect to, or the making, submission or announcement of any Acquisition Proposal (as defined below);

enter into, continue or engage in negotiations with any person with respect to any Acquisition Proposal or any inquiry or proposal that could reasonably be expected to lead to an Acquisition Proposal;

provide any non-public information or access to any person in connection with any Acquisition Proposal or any inquiry or proposal that could reasonably be expected to lead to an Acquisition Proposal;

approve, endorse or recommend or propose to approve, endorse or recommend any Acquisition Proposal, or any person becoming an "interested stockholder" of Radius as defined in Section 203 of the DGCL;

enter into any letter of intent or agreement in principle or any agreement providing for any Acquisition Proposal, subject to certain exceptions; or

resolve to do, or agree or publicly announce an intention to do any of the above.

"**Acquisition Proposal**" means any offer or proposal made or renewed by a person or group (other than Parent or Purchaser) at any time after the date of the Merger Agreement that is structured to permit such person or group to acquire beneficial ownership or control, directly or indirectly, of twenty percent or more (on a non-diluted basis) of the total Shares or twenty percent or more of the consolidated total assets, net revenues or net income of Radius and its subsidiaries, pursuant to a merger, consolidation, or other business combination, sale of shares of capital stock, sale of assets, tender offer or exchange offer, or similar transaction, including any single or multi-step transaction or series of related transactions, in each case, other than the Offer or the Merger.

Except as otherwise described below, Radius will, and will cause its subsidiaries and representatives to, immediately cease any solicitation, discussions, or negotiations with any person with respect to any Acquisition Proposal or any inquiry or proposal that could reasonably be expected to lead to an Acquisition Proposal, promptly terminate access granted to any third party or its representatives to any electronic data room maintained by Radius or its subsidiaries with respect to the transactions contemplated by the Merger Agreement, and, to the extent Radius has the right to do so, will request the return or destruction of all confidential information provided by or on behalf of Radius or its subsidiaries to such person (and in any event within twenty-four hours following the date of the Merger Agreement). However, Radius and its representatives may clarify and understand the terms and conditions of any inquiry or proposal made by any person for the sole purpose of determining whether it constitutes an Acquisition Proposal, and may inform a person that has made or, to Radius' s knowledge, is considering making an Acquisition Proposal of the provisions of the Merger Agreement as described in this subsection "−Acquisition Proposals".

Notwithstanding the restrictions described above, if at any time following the date of the Merger Agreement and prior to the Acceptance Time, Radius has received a written Acquisition Proposal from any third party that did not result from a breach of the provisions of the Merger Agreement which are described in this subsection "−Acquisition Proposals", and the Radius Board (or a committee thereof) determines in good faith, after consultation with its financial advisor(s) and outside legal counsel, that the Acquisition Proposal constitutes or is reasonably likely to lead to a Superior Proposal and that the failure to take the actions described in clause (a) or (b) below would be inconsistent with its fiduciary duties under applicable law, then Radius may (a) furnish information with respect to Radius and its subsidiaries to the third party making the Acquisition Proposal, and (b) participate in discussions or negotiations with the third party making the Acquisition Proposal regarding the Acquisition Proposal. However, Radius will, and will instruct its representative not to, disclose any material non-public information to such third party unless it has, or first enters into, a confidentiality agreement with such third party with confidentiality terms that, taken as a whole, are not materially less restrictive to the other person than those contained in the Confidentiality Agreement (as defined below) and other confidentiality agreements that exist as of the date of the Merger Agreement and does not contain any provision preventing Radius from providing disclosure to Parent as required pursuant to the provisions of the Merger Agreement as described in this subsection "−Acquisition Proposals". Radius must also, as promptly as practicable (and in any event within one business day) provide Parent any material non-public information concerning Radius or its subsidiaries provided to the third party that was not previously provided to Parent and Purchaser.

Radius will promptly (and in any event within one business day) notify Parent orally and in writing of its receipt of any Acquisition Proposal or written indication by any third party that it is considering making an Acquisition Proposal and provide Parent promptly (and in any event within one business day) copies of any written materials submitted in connection with such Acquisition Proposal, a summary of any material terms and conditions of any such Acquisition Proposal, the identity of the third party making such Acquisition Proposal and the material terms and conditions of any such Acquisition Proposal and will keep Parent reasonably informed on a current basis of any material changes to the terms of any such Acquisition Proposal, except to the extent doing so would violate a confidentiality agreement in existence as of the date of the Merger Agreement.

"**Superior Proposal**" means a written Acquisition Proposal made after the date of the Merger Agreement by any person that did not result from a breach of the section of the Merger Agreement on Acquisition Proposal (except the references in the definition thereof to "twenty percent (20%)" will be replaced by "fifty percent (50%)") that the Radius Board or a committee thereof has determined in good faith, after consultation with Radius' s financial advisors and outside legal counsel, (i) is reasonably likely to be consummated if accepted, and (ii) is superior for Radius stockholders to the transactions contemplated by the Merger Agreement taking into account the financial, legal, regulatory, conditionality and other terms, the likelihood of consummation, and all other aspects of such Acquisition Proposal.

Subject to the terms and conditions of the Merger Agreement, the Radius Board and each committee thereof will not (i) cause or allow Radius to approve or enter into any acquisition agreement, merger agreement, or similar definitive agreement relating to any Acquisition Proposal (an "**Alternative Acquisition Agreement**") or make Change of Board Recommendation (as defined below).

Notwithstanding the foregoing restrictions or anything to the contrary set forth in the Merger Agreement, at any time prior to the Acceptance Time:

> Radius may terminate the Merger Agreement to enter into an Alternative Acquisition Agreement if (A) it receives an Acquisition Proposal that the Radius Board determines in good faith, after consultation with its financial advisors and outside legal counsel, constitutes a Superior Proposal, (B) the Radius Board determines in good faith that the failure to take such action would be inconsistent with its fiduciary duties under applicable law, (C) Radius has notified Parent in writing of its intention to terminate the Merger Agreement to enter into an Alternative Acquisition Agreement, and (D) no earlier than the end of the Notice Period (as defined below), the Radius Board or any committee thereof

again determines in good faith, after consultation with its financial advisors and outside legal counsel, that the Acquisition Proposal that is the subject of the Determination Notice (as defined below) continues to constitute a Superior Proposal;

the Radius Board or a committee thereof may make a Change of Board Recommendation if (A) Radius receives an Acquisition Proposal that the Radius Board determines in good faith, after consultation with its financial advisors and outside legal counsel, constitutes a Superior Proposal, (B) Radius has notified Parent in writing of its intention to effect a Change of Board Recommendation, and (C) no earlier than the end of the Notice Period, the Radius Board determines in good faith, after consultation with its financial advisors and outside legal counsel, that the failure to make a Change of Board Recommendation would be inconsistent with its fiduciary duties under applicable law;

the Radius Board or a committee thereof may make a Change of Board Recommendation in response to an Intervening Event if (A) Radius has notified Parent in writing of its intention to effect a Change of Board Recommendation, which notice must include all material information with respect to any such Intervening Event and a description of the Radius Board' s rationale for such action, and (B) no earlier than the end of the Notice Period, the Radius Board determines in good faith, after consultation with its financial advisors and outside legal counsel (and after considering the terms of any proposed amendment or modification to the Merger Agreement, the commitment letters and the Guaranty (as defined in the Merger Agreement) made by Parent during the Notice Period), that the failure to effect a Change of Board Recommendation in response to such Intervening Event would be inconsistent with its fiduciary duties under applicable law; and

during any Notice Period, if requested by Parent, Radius will negotiate in good faith with Parent regarding potential changes to the Merger Agreement.

"**Alternative Acquisition Agreement**" means any acquisition agreement, merger agreement, or similar definitive agreement (other than a confidentiality agreement) relating to any Acquisition Proposal.

"**Change of Board Recommendation**" means (a) the withdrawal, withholding, qualification or modification in a manner adverse to Parent or Purchaser, or the public announcement of the withdrawal, withholding, qualification or modification in a manner adverse to Parent or Purchaser, of the Radius Board Recommendation, (b) approving or recommending, or resolving to or publicly proposing to approve, endorse or recommend, any Acquisition Proposal, (c), the failure, by Radius, within ten business days of the commencement of a tender or exchange offer for Shares that constitutes an Acquisition Proposal by a person other than Parent or any of its affiliates, to file a Schedule 14D-9 pursuant to Rule 14e-2 and Rule 14d-9 promulgated under the Exchange Act recommending that the holders of the Shares reject such Acquisition Proposal (including by taking no position or a neutral position with respect to such Acquisition Proposal) and not tender any Shares into such tender or exchange offer, or (d) the failure by the Radius Board or a committee thereof to publicly reaffirm the Radius Board Recommendation within five business days of receiving a written request from Parent to provide such public reaffirmation.

"**Determination Notice**" means any written notice delivered by Radius to Parent pursuant to the provisions of the Merger Agreement as described in this subsection "−Acquisition Proposals".

"**Intervening Event**" means a change, effect, event, circumstance, occurrence, or other matter that is materially beneficial to the business, financial condition, assets, liabilities or operations of Radius and its subsidiaries, taken as a whole, that (i) does not involve or relate to the announcement or pendency of, or any actions required to be taken by Radius (or to be refrained from being taken by Radius) pursuant to, the Merger Agreement, and (ii) was not known to the Radius Board or any committee thereof on the date of the Merger Agreement (or if known, the material consequences of which were not reasonably foreseeable to Radius Board or any committee thereof as of the date of the Merger Agreement), which change, effect, event, circumstance, occurrence, or other matter, or any material consequence thereof, becomes known to the Radius Board or any committee thereof prior to the

Acceptance Time; provided, however, that in no event will the following constitute, or be taken into account in determining the existence of an Intervening Event: (a) the receipt, existence, or terms of an Acquisition Proposal or any matter relating thereto or consequence thereof or any inquiry, proposal, offer, or transaction from any third party relating to or in connection with a transaction of the nature described in the definition of "Acquisition Proposal" (which, for the purposes of the Intervening Event definition, will be read without reference to the percentage thresholds set forth in the definition thereof); (b) any change in the price, or change in trading volume, of the Shares (provided, however, that the exception to this clause (b) will not apply to the underlying causes giving rise to or contributing to such change or prevent any of such underlying causes from being taken into account in determining whether an Intervening Event has occurred); (c) meeting or exceeding internal or analysts' expectations, projections or results of operations (provided, however, that the exception to this clause (c) will not apply to the underlying causes giving rise to or contributing to such change or prevent any of such underlying causes from being taken into account in determining whether an Intervening Event has occurred); (d) changes in general United States or other national, regional or global economic, regulatory, legislative, credit, capital market or financial market conditions, or changes in the economic, business and financial environment generally affecting the principal industries in which Radius operates (provided, however, that if the changes have a disproportionate impact on Radius and its subsidiaries, taken as a whole, relative to the other participants in the principal industries in which Radius operates, such changes may be taken into account in determining whether an Intervening Event has occurred to the extent of such disproportionate impact); (e) any improvements in conditions resulting from or relating to COVID-19 existing as of the date of the Merger Agreement, including improvements in economic or operating conditions; (f) adoption, implementation, enforcement, promulgation, repeal, modification, amendment interpretation or other changes in applicable law or GAAP or any regulatory environment or regulatory enforcement environment; (g) any regulatory, pre-clinical, clinical or manufacturing events, occurrences, circumstances, changes, effects or developments relating to any product of Radius (including any collaboration products) or with respect to any product of Parent or any of its Subsidiaries or any competitor of Radius (including, for the avoidance of doubt, with respect to any pre-clinical or clinical studies, tests or results or announcements thereof); (h) FDA approval (or other clinical or regulatory developments) and (i) any recommendations, statements or other pronouncements made, published or proposed by professional medical organizations or any governmental body, or any panel or advisory body empowered or appointed thereby, relating to any product of Radius or any products or product candidates of any competitors of Radius.

"**Notice Period**" means the period beginning at 5:00 p.m. Eastern Time on the day of delivery by Radius to Parent of a Determination Notice (even if such Determination Notice is delivered after 5:00 p.m. Eastern Time) and ending on the fifth business day thereafter at 5:00 p.m. Eastern Time; provided, that, with respect to any material change in the terms of any Acquisition Proposal or Superior Proposal, as applicable, the Notice Period will extend until 5:00 p.m. Eastern Time on the third business day after delivery of such revised Determination Notice.

Reasonable Best Efforts. Prior to the Acceptance Time, each of Parent, Purchaser and Radius has agreed to use its reasonable best efforts to take, or cause to be taken, all actions that are necessary, and to do promptly, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable under applicable laws to consummate and make effective the Offer, the Merger and the transactions contemplated by the Merger Agreement, as promptly as reasonably possible, and in any event, by or before the Outside Date, including (i) obtaining any third party approvals with respect to any contracts to which it is a party as may be necessary for the consummation of the transactions contemplated by the Merger Agreement or required by the terms of any contract as a result of the execution, performance, or consummation of the transactions contemplated by the Merger Agreement, (ii) defending any action challenging the Merger Agreement or the transactions contemplated thereby, and (iii) executing and delivery any additional instruments necessary to consummate the transactions contemplated by the Merger Agreement. In no event will Radius or its subsidiaries be required to pay any fee, penalty, or other consideration or make any other accommodation to any third party to obtain any approvals required with respect to any such contract (excluding filing fees that must be paid to a governmental body) prior to the Effective Time.

Antitrust Filings. Each of the parties has agreed to, or cause their ultimate parent entity (as defined in the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "**HSR Act**")) to (i) make an appropriate filing of a Notification and Report Form pursuant to the HSR Act and all other filings required by any applicable foreign antitrust laws with respect to the Merger Agreement as promptly as reasonably practicable and prior to the expiration of any applicable legal deadline, and in any event, unless agreed by Radius and Parent in writing, the filing of a Notification and Report Form pursuant to the HSR Act must be made no later than July 8, 2022 (unless otherwise agreed by Radius and Parent in writing), and (ii) supply as promptly as reasonably practicable any additional information and documentary material that may be requested pursuant to the HSR Act or any other antitrust law.

Parent will, with Radius' s reasonable cooperation, be responsible for making any filing or notification required or advisable under any applicable foreign antitrust laws no later than July 8, 2022, unless otherwise agreed to by Radius and Parent in writing. The parties also will consult and cooperate with one another, and consider in good faith the views of one another in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, opinions, and proposals in connection with proceedings under or relating to any antitrust laws.

In addition, the parties agree (A) to give each other reasonable advance notices of meetings with governmental bodies relating to antitrust laws, (B) to give each other an opportunity to participate in such meetings, (C) to the extent practicable, to give each other reasonable advance notice of all substantive oral communications with any governmental body relating to antitrust laws, (D) if any governmental body initiates substantive oral communication regarding antitrust laws, to promptly notify the other party of the substance of such communication, (E) to provide each other with reasonable advance opportunity to review and comment on such substantive written communications, and (F) to provide each other with copies of all written communications to or from governmental bodies relating to antitrust laws.

Public Announcements. Each of Radius, Parent and their respective subsidiaries and representatives has agreed not to issue any press release or announcement concerning the transactions contemplated by the Merger Agreement without the prior consent of the other (which consent will not be unreasonably withheld, conditioned or delayed), except as required by applicable law (including in connection with the making of any filings or notifications required under the HSR Act or any foreign antitrust laws in connection with the transactions contemplated by the Merger Agreement) or any applicable stock exchange rules or regulations (including any rule or regulation of NASDAQ), in which case the party required to make the release or announcement will use its reasonable best efforts to allow the other party or parties a reasonable time to comment on such release or announcement in advance of such issuance, subject to certain exceptions.

State Takeover Laws. In the event that any "fair price", "business combination" or "control share acquisition" statute or other similar statute or regulation becomes applicable to any of the transactions contemplated by the Merger Agreement, the parties will take all actions reasonably necessary to minimize effects of any such statute or regulation on such transactions.

Access. Unless prohibited by applicable law, from and after the date of the Merger Agreement until the earlier of the Effective Time and the termination of the Merger Agreement in accordance with its terms, Radius will use its reasonable best efforts, upon reasonable advance notice, to (i) give Parent and Purchaser and their respective representatives reasonable access during normal business hours to relevant officers, employees, agents and facilities and to relevant books, contracts and records of Radius and its subsidiaries, (ii) allow Parent and Purchaser to make non-invasive inspections as reasonably requested, and (iii) cause its and its subsidiaries' officers to furnish Parent and Purchaser with financial and operating data and other information with respect to the business, properties, and personnel of Radius as Parent and Purchaser may from time to time reasonably request, subject to certain exceptions. Notwithstanding anything to the contrary in the Merger Agreement, Radius may satisfy the obligations as described in this subsection "–Access" by electronic means if physical access is not reasonably feasible or would not be permitted under applicable law (including as a result of COVID-19 or any COVID-19 Measures).

Section 16 Matters. Prior to the Effective Time, the Radius Board will take all necessary and appropriate action to approve, for purposes of Section 16(b) of the Exchange Act (and related rules and regulations thereunder), the disposition by Radius directors and officers of Shares, Radius Stock Options and Radius Equity Awards in the transactions contemplated by the Merger Agreement.

Directors' and Officers' Indemnification and Insurance. The Merger Agreement provides that Parent and Purchaser will cause the Surviving Corporation' s certificate of incorporation and bylaws to contain provisions no less favorable with respect to indemnification, advancement of expenses and exculpation from liabilities of present and former directors or officers of Radius than are currently provided in the organizational documents of Radius, which cannot be amended, repealed or otherwise modified so as to adversely affect the rights of any such individual until six years after the Effective Time, unless such amendment, modification or repeal is required by applicable law. From and after the Effective Time, Parent and the Surviving Corporation will indemnify and hold harmless each present or former director or officer of Radius (the "**Indemnified Parties**") against all obligations to pay a judgment, settlement, or penalty and reasonable expenses in connection with any action arising out of or pertaining to any action or omission, whether asserted or claimed prior to, at, or after the Effective Time, to the fullest extent permitted under applicable law.

Radius will purchase prior to the Effective Time a tail policy under the current directors' and officers' liability insurance policies maintained at such time by Radius, which will (i) be effective for a period from the Effective Time through and including the date six years after the Effective Time for claims arising from facts or events that existed or occurred prior to or at the Effective Time, and (ii) contain coverage at least as protective as the coverage provided by the existing policies. If Radius obtains such tail policy prior to the Effective Time, Parent will cause the policy to be maintained for their full term, and cause all obligations under such tail policy to be honored by the Surviving Corporation. If such tail policy is not obtained, for a period of six years from the Effective Date, Parent and the Surviving Corporation will cause the current policies of directors' and officers' liability insurance and fiduciary liability insurance maintained by Radius and its subsidiaries with respect to matters arising on or before the Effective Time to be maintained. The annual premium for such tail policy may not exceed three hundred percent of the last annual premium paid prior to the Effective Time.

Employment and Employee Benefits Matters. In accordance with the Merger Agreement, Parent will, and will cause the Surviving Corporation and its other subsidiaries to, for one year following the Effective Time, maintain for each individual employed by Radius or any of its subsidiaries at the Effective Time (each, a "**Current Employee**") while they remain employed following the Effective Time (i) an annual rate of base salary or wages, as applicable, and a target annual cash incentive compensation opportunity not less than that provided to such Current Employee immediately prior to the Effective Time, (ii) employee benefits at least as favorable in the aggregate as the employee benefits maintained for and provided to the Current Employees immediately prior to the Effective Time, subject to certain exceptions, and (iii) severance benefits at least as favorable as the severance benefits provided by Radius or one of its subsidiaries to the Current Employee immediately prior to the Effective Time, as set forth in confidential disclosure letter delivered by Radius to Parent and Purchaser in connection with the execution of the Merger Agreement.

In addition, Parent will, and will cause the Surviving Corporation to, cause service rendered by Current Employees to Radius and its subsidiaries prior to the Effective Time to be taken into account for all purposes under the employee benefit plans of Parent and the Surviving Corporation and its subsidiaries as if such service was taken into account under the corresponding Company Plans immediately prior to the Effective Time. This will not apply (i) to the extent its application would result in a duplication of benefits with respect to the same period of service, or (ii) any defined benefit plan, nonqualified deferred compensation, retiree or post-employment health and welfare benefit plans.

Parent will, and will cause the Surviving Corporation to, use commercially reasonable efforts to not subject Current Employees to eligibility requirements, waiting periods, actively-at-work requirements or pre-existing condition limitations under any employee benefit plan of Parent, the Surviving Corporation or its subsidiaries for

any condition for which they would have been entitled to coverage under the corresponding Company Plan in which they participated prior to the Effective Time. Parent will, and will cause the Surviving Corporation and its subsidiaries to, give Current Employees credit under employee benefit plans for any eligible expenses incurred by such Current Employees and their covered dependents under a Company Plan during the portion of the year prior to the Effective Time to satisfy all co-payment, co-insurance, deductibles, maximum out-of-pocket requirements, and other out-of-pocket expenses applicable to such Current Employees and their covered dependents in respect of the plan year in which the Effective Time occurs.

The provisions of the Merger Agreement will not be construed to prohibit or restrict Parent or the Surviving Corporation or any of its subsidiaries from amending or terminating any individual Company Plan or any other employee benefit plan, nor does the Merger Agreement require Parent or the Surviving Corporation or any of its subsidiaries to keep any person employed or in service for any period of time. The Merger Agreement also does not constitute the establishment or adoption of any Company Plan or any other employee benefit plan and does not confer upon any Current Employee or any other person any third-party beneficiary or similar rights or remedies.

Treatment of Convertible Notes. Radius, the Surviving Corporation and Parent will take all necessary action to execute and deliver supplemental indentures to the Trustee (as defined in the Indenture dated August 14, 2017 between Radius and Wilmington Trust, National Association, a national banking association, as trustee, as supplemented by the First Supplemental Indenture dated August 14, 2017, relating to the issuance of the Convertible Notes (the "**Indenture**") at or prior to the Effective Time with respect to the Convertible Notes, to provide, among other things, that at and after the Effective Time, the right to convert the Convertible Notes will be changed to a right to convert each $1,000 principal amount of the Convertible Notes into Reference Property (as defined in the Indenture) consisting of Merger Consideration that a holder of a number of Shares equal to the Conversion Rate (as defined in the Indenture) immediately prior to the Effective Time would have been entitled to receive upon consummation of the Merger.

Stockholder Litigation. Radius will give Parent notice as promptly as practicable of, and the opportunity to participate in the defense or settlement of, any stockholder litigation against Radius or its directors or executive officers in connection with the Merger Agreement or the transactions contemplated thereby (whether commenced prior to or after the execution of the Merger Agreement). Radius will not settle any stockholder litigation against Radius and/or its directors relating to the Merger Agreement or the transactions contemplated thereby without Parent' s prior consent. Radius will keep Parent reasonably and promptly informed of the status of any such litigation.

Delisting; Deregistration. Prior to the Effective Time, Radius will cooperate with Parent and use its reasonable best efforts to take all actions under the laws and rules and policies of NASDAQ to cause the delisting of Radius and the Shares from NASDAQ as promptly as practicable after the Effective Time and the deregistration of the Shares under the Exchange Act as promptly as practicable following the delisting.

Tax Returns. Radius and its subsidiaries have represented under the Merger Agreement that (i) they have timely filed (taking into account any applicable extensions) all material tax returns required to be filed by them, (ii) such tax returns are true, complete and correct in all material respects, and (iii) Radius and its subsidiaries have paid all material taxes due and payable under any material tax return.

Conditions to the Merger. Pursuant to the Merger Agreement, the respective obligations of Radius, Parent and Purchaser to effect the Merger are subject to the satisfaction or (to the extent permissible under applicable law, waiver by all parties) at or prior to the Effective Time of the following conditions:

> No order, injunction or decree issued by any court or other governmental body, and no statute, rule, regulation, order, injunction or decree will have been enacted, entered, promulgated, or enforced (and continue to be in effect) by any governmental body that prohibits, enjoins, restricts, prevents or makes illegal the consummation of the transactions contemplated by the Merger Agreement; and

Purchaser will have irrevocably accepted for payment all of the Shares validly tendered (and not validly withdrawn) pursuant to the Offer.

Termination. The Merger Agreement may be terminated and the Offer and the Merger may be abandoned at any time prior to the Acceptance Time:

(a) by mutual written consent of Parent and Radius;

(b) by either Parent or Radius if:

(i) any court of competent jurisdiction or other governmental body has issued an order, decree, or ruling, or taken any other final action permanently restraining, enjoining, or otherwise prohibiting the Offer or the Merger, and such order, decree, ruling, or other action has become final and non-appealable;

(ii) the Acceptance Time has not occurred on or prior to December 23, 2022; or

(iii) the Offer (as it may have been extended pursuant to the Merger Agreement) expires due to the non-satisfaction of one or more of the Offer Conditions, including the Minimum Condition, without Purchaser having accepted for purchase any Shares validly tendered (and not validly withdrawn) in accordance with the Merger Agreement pursuant to the Offer;

(c) by Radius, in the event that:

(i) (i) Purchaser fails to commence the Offer in violation of the Merger Agreement (other than due to a violation by Radius of its obligations under the Merger Agreement); (ii) there has been a material breach of any covenant or agreement made by Parent or Purchaser in the Merger Agreement, or any representation or warranty of Parent or Purchaser is inaccurate or becomes inaccurate after the date of the Merger Agreement, and such breach or inaccuracy causes a failure of the conditions of the Merger set forth in the Merger Agreement (and such breach cannot be cured before the earlier of (i) December 23, 2022 and (ii) thirty days following receipt by Parent or Purchaser of written notice of such breach or, if such breach is capable of being cured within such period, it has not been cured within this period);

(ii) The Radius Board or any committee thereof effects a Change of Board Recommendation in respect of a Superior Proposal, each as defined below, in accordance with the Merger Agreement, provided that, prior to any such termination, (i) the Radius Board authorizes Radius to enter into an Alternative Acquisition Agreement (as defined below) in respect of such Superior Proposal to the extent permitted by, and subject to the terms and conditions of the Merger Agreement, (ii) Radius has complied in all material respects of the Merger Agreement, and (iii) Radius pays Parent (or one or more of its designees) the termination fee due under the Merger Agreement; or

(iii) (i) all of the conditions to Closing set forth in the Merger Agreement and the Offer Conditions have been satisfied or that Radius is irrevocably waiving any unsatisfied condition (to the extent permitted by the Merger Agreement), (ii) Purchaser, following the Expiration Date (disregarding any extension of the Expiration Date by Purchaser pursuant to the Merger Agreement) and in violation of the terms of the Merger Agreement, fails to accept to purchase Shares validly tendered (and not validly withdrawn) in accordance with the Merger Agreement, (iii) Radius has provided written notice to Parent (A) of Radius' s intention to terminate the Merger Agreement if Purchaser fails to accept to purchase Shares validly tendered (and not validly withdrawn) in accordance with the Merger Agreement and (B) that Radius is ready, willing and able to consummate the Closing on such notice date and at all times during the two business days immediately thereafter and (iv) Parent and Purchaser fail to accept to purchase Shares validly tendered (and not validly withdrawn) in accordance with the Merger Agreement and consummate the Closing within two business days after the date of receipt of such written notice;

(d) by Parent, in the event that:

(i) there has been a material breach of any covenant or agreement made by Radius in the Merger Agreement, or any representation or warranty of Radius is inaccurate or becomes inaccurate after the date of

the Merger Agreement, and such breach or inaccuracy would cause a failure of the conditions of the Merger or the Offer Conditions (and such breach cannot be cured before the earlier of (i) December 23, 2022 and (ii) thirty days following receipt by Radius of written notice of such breach or, if such breach is capable of being cured within such period, it has not been cured within this period); or

(ii) the Radius Board or any committee thereof effects a Change of Board Recommendation, (ii) Radius has entered into an Alternative Acquisition Agreement (as defined below), or (iii) Radius has committee an intentional breach of the Acquisition Proposals section of the Merger Agreement.

Effect of Termination. If the Merger Agreement is properly and validly terminated, the Merger Agreement will be of no further force or effect (other than the confidentiality and certain other specified provisions therein) and, subject to the payment of the termination fee, there will be no liability of any party or parties to the Merger Agreement or their representatives; provided that no party will be relieved from any liability or damage resulting from any fraud or intentional and material breach of the Merger Agreement that occurs prior to such termination.

Radius Termination Fee. In the event that the Merger Agreement is terminated: (i) by Radius because the Radius Board or any committee thereof effects a Change of Board Recommendation in respect of a Superior Proposal, (ii) by Parent because (x) the Radius Board or any committee thereof effects a Change of Board Recommendation, (y) Radius has entered into an Alternative Acquisition Agreement, or (z) Radius has committed an intentional and material breach of the provisions of the Merger Agreement as described in this Section 11 under "−Acquisition Proposals", or (iii) (A) by either Parent or Radius because (x) the Acceptance Time has not occurred on or prior to the Outside Date, or (y) the Offer (as extended in accordance with the Merger Agreement) has expired due to the non-satisfaction of one or more of the Offer Conditions, including the Minimum Condition, without Purchaser having accepted for purchase any Shares validly tendered (and not validly withdrawn) in accordance with the Merger Agreement pursuant to the Offer, (B) any person has publicly disclosed an Acquisition Proposal after the date of the Merger Agreement which has not been publicly withdrawn prior to the date of such termination, and (C) within twelve months after such termination, Radius enters into an Alternative Acquisition Agreement with respect to any Acquisition Proposal and such Acquisition Proposal is subsequently consummated, then, Radius has agreed to pay Parent a termination fee of $16,152,500 (the "**Radius Termination Fee**"). Radius will not be required to pay the Radius Termination Fee more than once pursuant to the terms of the Merger Agreement.

Reimbursement Payment. If the Merger Agreement is terminated by either Parent or Radius due to the expiration of the Offer as a result of the non-satisfaction of the Minimum Condition, Radius has agreed to pay Parent an amount equal to that required to reimburse Parent and its affiliates of all fees and expenses incurred in connection with the Merger Agreement and the transactions contemplated thereby at or prior to the time of such termination (the "**Reimbursement Payment**"). If, following the payment of any Reimbursement Payment, the Radius Termination Fee becomes payable, then the amount of the Reimbursement Payment actually paid prior to such time will offset the amount of Radius Termination Fee payable by Radius to Parent. The maximum amount payable for the Reimbursement Payment is $3,500,000.

Parent Termination Fee. In the event the Merger Agreement is terminated by Radius pursuant to the provision of the Merger Agreement as described in (c)(iii) of this Section 11 under "−Termination", Parent agrees to pay Radius a termination fee of $22,635,000 (the "**Parent Termination Fee**"). The parties acknowledge that the Parent Termination Fee is not a penalty, but is liquidated damages in a reasonable amount that will compensate Radius in those certain circumstances where the Parent Termination Fee is payable, and in no event will Parent be required to pay the Parent Termination Fee on more than one occasion.

Remedies. Radius, Parent and Purchaser have agreed that in the event of any breach of the Merger Agreement, irreparable harm would occur that money damages could not make whole. Accordingly, the parties have agreed that (i) each party will be entitled to (subject to certain provisions of the Merger Agreement), in addition to any other remedy it may be entitled to at law or in equity, to compel specific performance to prevent or restrain

breaches or threatened breaches of the Merger Agreement in any action without the posting of a bond or undertaking, and (ii) the parties waive, in any action for specific performance, the defense of adequacy of a remedy at law and any other objections to specific performance of the Merger Agreement.

Fees and Expenses. Except in limited circumstances expressly specified in the Merger Agreement, all fees and expenses incurred in connection with the Merger Agreement and the transactions contemplated by it will be paid by the party or parties, as applicable, incurring such expenses whether or not the Offer and the Merger are consummated.

Governing Law. The Merger Agreement is governed by and will be construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

The Confidentiality Agreement

Radius Health Inc., together with its affiliates ("**Radius**") entered into a Confidential Disclosure Agreement, effective as of January 26, 2022, with Gurnet Point Capital, LLC, together with its affiliates ("**GPC**") in connection with a possible business relationship between the parties (as amended, the "**Confidentiality Agreement**"). Under the Confidentiality Agreement, GPC agreed, among other things, to keep certain non-public information concerning Radius confidential (subject to certain exceptions, including, but not limited to, if certain confidential information was in the public domain prior to the time of its disclosure under the Confidentiality Agreement or certain confidential information is or was independently developed or discovered by or for GPC without use of or reference to Radius' s confidential information) for a period of three years from the date of the Confidentiality Agreement and may be extended upon mutual written agreement by the parties. Obligations under the Confidentiality Agreement will remain in effect for three years following expiration of the term of the agreement. On May 9, 2022, the parties to the Confidentiality Agreement entered into an amendment to permit the disclosure of the confidential information to financing sources in accordance with the Confidentiality Agreement' s terms.

The CVR Agreement

At or prior to the Effective Time, Parent will enter into the CVR Agreement, a form of which is attached to the Merger Agreement as Annex II, with a rights agent selected by Parent and reasonably acceptable to Radius (the "**Rights Agent**"). The CVR Agreement will govern the terms of the CVR portion of the Offer Price and Merger Consideration. Each CVR represents the right of holders to receive a contingent cash payment of $1.00, without interest, upon the achievement of the sum of (A) net sales of TYMLOS in the United States and (B) either (i) royalty payments based on sales of TYMLOS in Japan, or (ii) if and at such time no such royalty payments are owed, supply payments based on the supply of TYMLOS for sale in Japan that together exceed $300 million during any consecutive 12-month period beginning on the date of the CVR Agreement and ending on or prior to December 31, 2025 (the "**Milestone**"). Parent will use commercially reasonable efforts to achieve the Milestone, which means carrying out its obligations and tasks in a good faith, diligent and sustained manner, including a level of effort and expenditure of resources consistent with commercially reasonable practices of a pharmaceutical company of comparable size and resource as Radius relating to commercializing a product or product candidate at a similar stage in its development or product life as TYMLOS, as further described in the CVR Agreement. The right to the CVR portion of the Merger Consideration as evidenced by the CVR Agreement is a contractual right only and may not be sold, assigned, transferred, pledged, encumbered or in any other manner transferred or disposed of, in whole or in part, other than in the limited circumstances specified in the CVR Agreement.

Parent and Radius will cooperate, including by making any changes to the CVR Agreement, to ensure that the CVRs are not subject to registration under the Securities Act of 1933, as amended, the Exchange Act or any applicable state securities or "blue sky" laws.

12. Purpose of the Offer; Plans for Radius.

Purpose of the Offer. The purpose of the Offer is for Parent, through Purchaser, to acquire control of, and the entire equity interest in, Radius. The Offer, as the first step in the acquisition of Radius, is intended to facilitate the acquisition of all outstanding Shares. The purpose of the Merger is to acquire all outstanding Shares not tendered and purchased pursuant to the Offer. If the Offer is consummated, subject to the satisfaction or waiver of the conditions to the obligations of Parent and Purchaser to effect the Merger contained in the Merger Agreement, Purchaser intends to consummate the Merger as soon as practicable following the Acceptance Time.

Former holders of Shares whose Shares are purchased in the Offer will cease to have any equity interest in Radius and will no longer participate in the future growth of Radius. If the Merger is consummated, all current holders of Shares will no longer have an equity interest in Radius, regardless of whether or not they tender their Shares in connection with the Offer, and instead will only have the right to receive the Offer Price or, to the extent that holders of Shares are entitled to and have properly demanded appraisal in connection with the Merger in compliance with Section 262 of the DGCL, the amounts to which such holders of Shares are entitled in accordance thereunder.

Merger Without a Vote of the Radius Stockholders. If the Offer is consummated, we are not required to and will not seek the approval of Radius' s remaining public stockholders before effecting the Merger. Section 251(h) of the DGCL generally provides that following consummation of a successful tender offer for a public corporation, and subject to certain statutory provisions, if the acquiring corporation and its affiliates own at least such percentage of the shares of stock, and each class or series thereof of the target corporation that, absent Section 251(f) of the DGCL, would be required to adopt a merger agreement under the DGCL and the target corporation' s certificate of incorporation, and the other stockholders are entitled to receive the same consideration for their stock in the merger as was payable in the tender offer, the acquiring corporation can effect a merger without a vote of the stockholders of the target corporation. Accordingly, if the Offer is completed, it will mean that the Minimum Condition has been satisfied, and if the Minimum Condition has been satisfied, it will mean that the Merger will be effected in accordance with Section 251(h) of the DGCL. Accordingly, if we consummate the Offer, we intend to effect the closing of the Merger without a vote of the stockholders of Radius, in accordance with Section 251(h) of the DGCL.

Plans for Radius. We expect that, following consummation of the Merger and the other transactions contemplated by the Merger Agreement, the operations of the Surviving Corporation will be conducted substantially as they currently are being conducted. We do not have any current intentions, plans or proposals to cause any material changes in the Surviving Corporation' s business, other than in connection with Radius' s current strategic planning.

Nevertheless, the management and/or the board of directors of the Surviving Corporation may initiate a review of the Surviving Corporation to determine what changes, if any, would be desirable following the Offer and the Merger to enhance the business and operations of the Surviving Corporation and may cause the Surviving Corporation to engage in certain extraordinary corporate transactions, such as reorganizations, mergers or sales or purchases of assets, if the management and/or board of directors of the Surviving Corporation decide that such transactions are in the best interest of the Surviving Corporation upon such review.

Pursuant to the Merger Agreement, until their successors are duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the certificate of incorporation and bylaws of the Surviving Corporation, the directors of Purchaser immediately prior to the Effective Time will be, from and after the Effective Time, the initial directors of the Surviving Corporation, and the officers of Radius immediately prior to the Effective Time will be, from and after the Effective Time, the initial officers of the Surviving Corporation.

Radius' s 3.00% Convertible Senior Notes. Prior to the transactions contemplated by the Merger Agreement, the Company has $192.8 million aggregate principal amount of 3.00% Convertible Senior Notes due September 1,

2024 (the "**Convertible Notes**") outstanding, which Convertible Notes were issued pursuant to an indenture between the Company and Wilmington Trust National Association, as trustee, dated as of August 14, 2017(as amended by the First Supplemental Indenture, dated as of August 14, 2017, the "**Indenture**"). Upon the consummation of the transactions contemplated by the Merger Agreement, each holder of the Convertible Notes will have the right to require the Surviving Corporation to repurchase for cash such holder' s Notes at a price equal to 100% of the principal amount of the Convertible Notes, plus any accrued and unpaid interest to, but excluding, the repurchase date (unless the transactions contemplated by the Merger Agreement are consummated after a regular record date for payment of interest pursuant to the Indenture but on or before the applicable interest payment date, in which case, the accrued and unpaid interest shall be paid to the holders of record as of the applicable regular record date). In accordance with the terms of the Indenture, the Surviving Corporation will notify holders of the Convertible Notes of the transactions contemplated by the Merger Agreement, the offer to repurchase the Convertible Notes and other matters specified in the Indenture within 20 business days of the consummation of the transactions contemplated by the Merger Agreement. The Surviving Corporation will also notify the holders of the Convertible Notes as to their right to convert the Convertible Notes upon consummation of the transactions contemplated by the Merger Agreement, as well as other matters related to the conversion provisions, in each case as provided in the Indenture.

Except as described above or elsewhere in this Offer to Purchase (including Section 11−"The Transaction Agreements", this Section 12 and Section 13−"Certain Effects of the Offer"), neither Parent nor Purchaser has any present plans or proposals that would result in (a) any extraordinary transaction involving Radius or any of its subsidiaries (such as a merger, reorganization or liquidation), (b) any purchase, sale or transfer of a material amount of assets of Radius or any of its subsidiaries, (c) any material change in Radius' s capitalization or dividend rate or policy or indebtedness, (d) any change in the present board of directors or management of Radius, (e) any other material change in Radius' s corporate structure or business, (f) any class of equity securities of Radius being delisted from a national securities exchange or ceasing to be authorized to be quoted in an automated quotation system operated by a national securities association, (g) any class of equity securities of Radius becoming eligible for termination of registration pursuant to Section 12(g) of the Exchange Act, (h) the suspension of Radius' s obligation to file reports under Section 15(d) of the Exchange Act, (i) the acquisition by any person of additional securities of Radius, or the disposition of securities of Radius, or (j) any changes in Radius' s charter, bylaws or other governing instruments or other actions that could impede the acquisition of control of the subject company.

13. Certain Effects of the Offer.

Because the Merger will be effected in accordance with Section 251(h) of the DGCL, no stockholder vote will be required to consummate the Merger. Following the Acceptance Time and subject to the satisfaction of the remaining conditions set forth in the Merger Agreement, we and Radius will consummate the Merger as soon as practicable. We do not expect there to be a significant period of time between the Acceptance Time and the consummation of the Merger.

Market for Shares. If the Offer is consummated and we accordingly acquire a number of Shares that satisfies the Minimum Condition and the other conditions to the Merger are satisfied or waived, then, in accordance with the terms of the Merger Agreement, we will effect the Merger as soon as practicable following the consummation of the Offer. As a result of the Merger, there will be no public or other market for the Shares.

Stock Exchange Listing. The Shares are currently listed on NASDAQ. However, the rules of NASDAQ establish certain criteria that, if not met, could lead to the delisting of Shares from the NASDAQ. Among these criteria are the number of stockholders, the number of shares publicly held and the aggregate market value of the shares publicly held. If, as a result of the purchase of Shares pursuant to the Offer or otherwise, Shares no longer meet the requirements of NASDAQ for continued listing, the market for Shares would be adversely affected. Parent, Purchaser and Radius have agreed to take, or cause to be taken, all actions necessary to delist the Shares from NASDAQ after the Effective Time. We expect to consummate the Merger as soon as practicable following the Acceptance Time and, if the Merger takes place, Radius will no longer be publicly traded.

Margin Regulations. The Shares are currently "margin securities" under the Regulations of the Board of Governors of the Federal Reserve System (the "**Federal Reserve Board**"), which designation has the effect, among other effects, of allowing brokers to extend credit on the collateral of Shares. Depending upon factors similar to those described above regarding the market for Shares and stock quotations, it is possible that, following the Offer, Shares would no longer constitute "margin securities" for the purposes of the margin regulations of the Federal Reserve Board and, therefore, could no longer be used as collateral for loans made by brokers.

Exchange Act Registration. The Shares are currently registered under the Exchange Act. The registration of the Shares may be terminated upon application by Radius to the SEC if Shares are neither listed on a national securities exchange nor held by 300 or more holders of record. Termination of registration of Shares under the Exchange Act would substantially reduce the information required to be furnished by Radius to its stockholders and to the SEC and would make certain provisions of the Exchange Act no longer applicable to Radius, such as the short-swing profit recovery provisions of Section 16(b) of the Exchange Act, the requirement of furnishing a proxy statement pursuant to Section 14(a) of the Exchange Act in connection with stockholders meetings and the related requirement of furnishing an annual report to stockholders and the requirements of Rule 13e-3 under the Exchange Act with respect to "going private" transactions. Furthermore, the ability of "affiliates" of Radius and persons holding "restricted securities" of Radius to dispose of such securities pursuant to Rule 144 promulgated under the Securities Act of 1933, as amended, may be impaired. If registration of Shares under the Exchange Act were terminated, the Shares would no longer be "margin securities" or be eligible for listing on the NASDAQ as described above. Parent and Purchaser currently intend to cause Radius to terminate the registration of Shares under the Exchange Act (and as permitted by applicable law, the requirement to make filings under the Exchange Act) after the Effective Time and as soon as the requirements for termination of registration are met.

14. Dividends and Distributions.

The Merger Agreement provides that, from the date of the Merger Agreement until the earlier of the Effective Time and the termination of the Merger Agreement, neither Radius nor any of its subsidiaries will establish a record date for, authorize, declare, set aside, make or pay any dividends or distributions (whether in cash, assets, stock or property) in respect of any of its capital stock or shares, except for the declaration and payment of dividends or distributions by a direct wholly owned subsidiary of Radius solely to its parent.

15. Conditions to the Offer.

Notwithstanding any other provisions of the Offer, and in addition to (and not in limitation of) Purchaser' s rights to extend and amend the Offer at any time in its sole discretion (subject to the Merger Agreement), Purchaser will not be required to accept for payment or, subject to any applicable rules and regulations of the SEC, including Rule 14e-l(c) promulgated under the Exchange Act (relating to Purchaser' s obligation to pay for or return tendered Shares promptly after termination or withdrawal of the Offer), pay for, and may delay the acceptance for payment of or, subject to the restriction referenced above, the payment for, any validly tendered Shares if any of the conditions set forth below (collectively, the "**Offer Conditions**") are not satisfied or waived in writing by Parent at one minute after 11:59 p.m. Eastern Time on the twentieth business day following the commencement of the Offer (the "**Expiration Time**"):

(i) immediately prior to the expiration of the Offer (as extended in accordance with the Merger Agreement) the number of Shares validly tendered, and not validly withdrawn, equals at least the number of Shares sufficient for the Merger to be effected in accordance with Section 251(h) of the DGCL (the "**Minimum Condition**") provided that for purposes of determining whether the Minimum Condition has been satisfied, Shares tendered into the Offer pursuant to guaranteed delivery procedures that have not yet been delivered in settlement or satisfaction of such guarantee will not be considered validly tendered and not withdrawn;

(ii) immediately prior to the expiration of the Offer (as extended in accordance with the Merger Agreement), any waiting period (and any extensions thereof) and any approvals or clearances applicable to the

consummation of the transactions contemplated by the Merger Agreement in accordance with the HSR Act shall have expired, or been terminated or obtained, as applicable (the "**Antitrust Condition**"); and

(iii) none of the following events shall have occurred and are continuing:

(a) There is pending any suit, action or proceeding by a governmental body (i) seeking to prohibit or impose any material limitations on Parent' s or Purchaser' s ownership or operation (or that of any of their respective subsidiaries or affiliates) of all or any material portion of their or Radius' s or any of Radius' s subsidiaries' businesses or assets, taken as a whole, or to compel Parent or Purchaser or their respective subsidiaries or affiliates to dispose of or hold separate any material portion of the business or assets of Radius or Parent or their respective subsidiaries, (ii) seeking to prohibit or make illegal the making or consummation of the Offer or the Merger, (iii) seeking to impose material limitations on the ability of Purchaser, or render Purchaser unable, to accept for payment, pay for or purchase Shares in accordance with the Offer or the Merger such that the Minimum Condition would fail to be satisfied or (iv) seeking to impose material limitations on the ability of Purchaser or Parent effectively to exercise full rights of ownership of the Shares including the right to vote the Shares purchased by it on all matters properly presented to the holders of the Shares;

(b) There is any statute, rule, regulation, judgment, order or injunction enacted, entered, enforced, promulgated or deemed applicable, by or on behalf of a governmental body, to the Offer, the Merger or any other transaction contemplated hereby, or any other action will be taken by any governmental body, that is reasonably expected to result, directly or indirectly, in any of the consequences referenced in clauses (i) through (iii) of (a) above (together with the condition set forth in (a) above, the "**Government Impediment Condition**");

(c) (i) Certain representations and warranties of Radius with respect to organization and corporate power and authorization and validity of the Merger Agreement are not true and correct in all respects, (ii) certain representations and warranties of Radius with respect to capitalization are not true and correct in all but de minimis respects, (iii) certain representations and warranties of Radius with respect to absence of certain developments, brokerage fees and disclosure are not true and correct in all material respects, and (iv) any other representations and warranties of Radius set forth in the Merger Agreement are not true and correct either when made or at and as of the Expiration Time, as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such date), except where the failure of such representations and warranties to be so true and correct (without regard to any qualifications or exceptions contained as to materiality or Company Material Adverse Effect (as defined in the Merger Agreement) contained in such representations and warranties) would not have a Company Material Adverse Effect (as defined in the Merger Agreement);

(d) Radius has not performed or complied in all material respects with all covenants and obligations that Radius is required to comply with or to perform under this Agreement at or prior to the Expiration Time;

(e) Since the date of this Agreement, there has been a Company Material Adverse Effect (the "**Material Adverse Effect Condition**");

(f) Radius has not delivered to Parent a certificate signed by an authorized officer of Radius, dated as of the Closing Date (as defined in the Merger Agreement), certifying as to the satisfaction by Radius of the conditions described in (c), (d) and (e) above; or

(g) The Merger Agreement has been terminated in accordance with its terms (the "**Termination Condition**").

The foregoing conditions are for the sole benefit of Parent and Purchaser, may be asserted by Parent or Purchaser regardless of the circumstances giving rise to such condition (other than as a result of any action or inaction of Parent or Purchaser), and may be waived by Parent or Purchaser in whole or in part at any time and from time to time, at or prior to the expiration of the Offer, and in the sole discretion of Parent or Purchaser (except the Minimum Condition may not be waived), subject, in each case, to the Merger Agreement and applicable law,

rule, regulation, or other requirement issued or enacted by the authority of any governmental body. The failure by Parent or Purchaser at any time to exercise any of the foregoing rights will not be deemed a waiver of any such right and, each such right will be deemed an ongoing right which may be asserted at any time and from time to time, at or prior to the expiration of the Offer.

16. Certain Legal Matters; Regulatory Approvals.

General. Except as described in this Section 16, based on its examination of publicly available information filed by Radius with the SEC, other publicly available information concerning Radius and other information made available to Purchaser by Radius, Purchaser is not aware of any governmental license or regulatory permit that appears to be material to Radius' s business that might be adversely affected by Purchaser' s acquisition of Shares as contemplated herein or of any approval or other action by any governmental, administrative or regulatory authority or agency, domestic or foreign, that would be required for the acquisition or ownership of Shares by Purchaser or Parent as contemplated herein. Should any such approval or other action be required, Purchaser currently contemplates that, except as described below under "State Takeover Statutes", such approval or other action will be sought. While Purchaser does not currently intend to delay acceptance for payment of Shares tendered pursuant to the Offer pending the outcome of any such matter, there can be no assurance that any such approval or other action, if needed, would be obtained or would be obtained without substantial conditions or that if such approvals were not obtained or such other actions were not taken, adverse consequences might not result to Radius' s business, any of which under certain conditions specified in the Merger Agreement could cause Purchaser to elect to terminate the Offer without the purchase of Shares thereunder. See Section 15−"Conditions to the Offer".

State Takeover Statutes. A number of states (including Delaware, where Radius is incorporated) have adopted laws that purport, to varying degrees, to apply to attempts to acquire securities of corporations that are incorporated in, or that have substantial assets, stockholders, principal executive offices or principal places of business in those states or whose business operations otherwise have substantial economic effects in such states. Radius, directly or through subsidiaries, conducts business in a number of states throughout the United States, some of which have enacted such laws.

As a Delaware corporation, Radius has not opted out of Section 203 of the DGCL. In general, Section 203 of the DGCL prevents certain "business combinations" (defined to include mergers and certain other actions) with an "interested stockholder" (generally, any person who individually or with or through any of its affiliates or associates, owns (as defined in Section 203 of the DGCL) 15% or more of a corporation' s outstanding voting stock or is an affiliate or associate of the corporation and was the owner of 15% or more of a corporation' s outstanding voting stock at any time within the three-year period immediately prior to the date of the determination as to whether such person is an interested stockholder) for a period of three years following the time that person became an interested stockholder, unless, among other things, prior to the time the interested stockholder became an interested stockholder, the board of directors of the corporation approved either the business combination or the transaction in which the interested stockholder became an interested stockholder.

Radius, Purchaser and Parent have agreed that if any "fair price", "business combination" or "control share acquisition" statute or other similar statute or regulation is or may become applicable to any of the transactions contemplated by the Merger Agreement, they will take all such actions as are reasonably necessary to minimize the effects of any such statute or regulation on such transactions. If any government official or third party should seek to apply any state takeover law to the Offer or the Merger or other business combination between Purchaser or any of its affiliates and Radius, Purchaser will take such action as then appears desirable, which action may include challenging the applicability or validity of that statute in appropriate court proceedings. In the event it is asserted that one or more state takeover statutes is applicable to the Offer or the Merger and an appropriate court does not determine that it is inapplicable or invalid as applied to the Offer or the Merger, Purchaser might be required to file certain information with, or to receive approvals from, the relevant state authorities or holders of Shares, and Purchaser might be unable to accept for payment or pay for Shares tendered pursuant to the Offer, or

be delayed in continuing or consummating the Offer or the Merger. In that case, Purchaser may not be obligated to accept for purchase, or pay for, any Shares tendered. See Section 15−"Conditions to the Offer".

United States Antitrust Laws. Under the HSR Act, and the rules and regulations promulgated thereunder, certain transactions may not be consummated until HSR Notification and Report Forms ("**HSR Notifications**") have been filed with the FTC and the DOJ and certain waiting period requirements have been satisfied. The requirements of the HSR Act apply to Purchaser' s acquisition of Shares in the Offer and the Merger.

The waiting period under the HSR Act for the purchase of Shares in the Offer may not be completed until the expiration of a 30-calendar day waiting period (or if the date of expiration is not a business day, the next business day after such date), which will expire at 11:59 p.m., New York City time, on August 8, 2022 unless the waiting period is terminated earlier, restarted pursuant to a one time "pull and refile" process, or extended by a Request for Additional Information and Documentary Material (a "**Second Request**"). If the FTC or DOJ issues a Second Request prior to the expiration of the initial waiting period, the parties must observe a 30-day waiting period, which would begin to run only after the acquiring party has certified substantial compliance with the Second Request, unless the waiting period is terminated earlier or the parties otherwise agree to extend the waiting period. The purchase of Shares in the Offer is subject to the provisions of the HSR Act and therefore cannot be completed until Radius and the two ultimate parent entities ("**UPEs**") of Parent each file an HSR Notification with the FTC and the DOJ and the applicable waiting period has expired or been terminated. Radius and Parent' s two UPEs made the necessary filings with the FTC and the DOJ on July 8, 2022. The Merger will not require an additional filing under the HSR Act if Purchaser owns at least 50% of the outstanding Shares at the time of the Merger (which Purchaser expects to be the case if the Offer is consummated, given the Minimum Condition) and if the Merger occurs within one year after the HSR Act waiting period applicable to the Offer expires or is terminated.

At any time before or after the purchase of Shares by Purchaser, notwithstanding the termination or expiration of the waiting period under the HSR Act, the FTC or the DOJ could take any action under the antitrust laws as it deems necessary or desirable in the public interest, including seeking to enjoin the purchase of Shares in the Offer and the Merger, seeking divestiture of substantial assets of the parties, or requiring the parties to license or hold separate assets or terminate existing relationships and contractual rights. At any time before or after the completion of the purchase of Shares in the Offer, and notwithstanding the termination or expiration of the waiting period under the HSR Act, any state or foreign jurisdiction could take such action under the antitrust laws as it deems necessary or desirable in the public interest. Private parties may also seek to take legal actions under the antitrust laws under certain circumstances. We cannot be certain that a challenge to the purchase of Shares in the Offer will not be made or that, if a challenge is made, we will prevail. See Section 11−"The Transaction Agreements−The Merger Agreement−Reasonable Best Efforts" and Section 15−"Conditions to the Offer".

Foreign Laws. Based on a review of the information currently available relating to the countries and businesses in which Radius and Parent are engaged, Parent and Purchaser are not aware of any material filing or approval in any foreign country that is required in order to consummate the Offer and the Merger.

Appraisal Rights. No appraisal rights are available to the holders of Shares in connection with the Offer. However, if the Merger takes place in accordance with Section 251(h) of the DGCL, stockholders who have not tendered their Shares pursuant to the Offer and who comply with the applicable legal requirements will have appraisal rights under Section 262 of the DGCL. If you choose to exercise your appraisal rights in connection with the Merger and you comply with the applicable legal requirements under the DGCL, you will be entitled to payment for your Shares based on a judicial determination of the fair value of your Shares, together with interest, if any, as determined by the Delaware Court of Chancery, in lieu of the consideration you would otherwise be entitled to for your Shares pursuant to the Merger Agreement. From and after the Effective Time, Shares held by stockholders who are entitled to demand and have properly and validly demanded their appraisal rights in compliance in all respects with Section 262 of the DGCL will no longer be outstanding and will automatically be canceled and cease to exist, and each holder of any such Shares will cease to have any rights with respect thereto,

other than the right to receive such amount as may be determined pursuant to Section 262 of the DGCL. This value may be the same, more than or less than the Offer Price. Moreover, Purchaser or Radius may argue in an appraisal proceeding that, for purposes of such a proceeding, the fair value of such Shares is less than the Offer Price.

The following is intended as a brief summary of the material provisions of Section 262 of the DGCL required to be followed by a holder of Shares to exercise appraisal rights in connection with the Merger, does not constitute any legal or other advice and does not constitute a recommendation that holders of Shares exercise their appraisal rights under Section 262 of the DGCL. Any stockholder wishing to exercise appraisal rights is urged to consult legal counsel before attempting to exercise such rights.

Under Section 262 of the DGCL, where a merger is approved under Section 251(h) of the DGCL, either a constituent corporation before the effective date of the merger, or the surviving corporation within ten days thereafter, shall notify each of the holders of any class or series of stock of such constituent corporation who are entitled to appraisal rights of the approval of the merger and that appraisal rights are available for any or all shares of such class or series of stock of such constituent corporation, and shall include in such notice a copy of Section 262 of the DGCL. **The Schedule 14D-9 constitutes the formal notice of appraisal rights under Section 262 of the DGCL and a copy of the full text of Section 262 of the DGCL is attached to the Schedule 14D**-9 as **Annex II**. Any holder of Shares who wishes to exercise such appraisal rights or who wishes to preserve his, her or its right to do so, should review the discussion of appraisal rights in the Schedule 14D-9 as well as Section 262 of the DGCL, attached as Annex II to the Schedule 14D-9, carefully because failure to timely and properly comply with the procedures specified will result in the loss of appraisal rights under the DGCL.

As described more fully in the Schedule 14D-9, if a stockholder elects to exercise appraisal rights under Section 262 of the DGCL and the Merger is consummated in accordance with Section 251(h) of the DGCL, the stockholder must do all of the following:

- within the later of the consummation of the Offer, which shall occur on the date on which Purchaser irrevocably accepts the Shares for purchase, and 20 days after the date of mailing of the notice of appraisal rights in the Schedule 14D-9 (which date of mailing is July 13, 2022), properly deliver to the Surviving Corporation, at the address indicated in Section 8 of the Schedule 14D-9, a demand in writing for appraisal of Shares held, which demand must reasonably inform the Surviving Corporation of the identity of the stockholder and that the stockholder is demanding appraisal from the Surviving Corporation;
- not tender such stockholder' s Shares in the Offer;
- continuously hold of record such Shares from the date on which the written demand for appraisal is made through the Effective Time; and
- strictly and timely follow the statutory procedures for perfecting appraisal rights under Section 262 of the DGCL, including filing a petition in the Delaware Court of Chancery demanding a determination of the fair value of the Shares, exclusive of any element of value arising from the accomplishment or expectation of the Merger, entitled to appraisal within 120 days after the Effective Time, unless Radius or another holder of Shares (or any other person who is the beneficial owner of Shares held either in a voting trust or by a nominee on behalf of such person) who has complied with the requirements of Section 262 and who is otherwise entitled to appraisal rights has done so. Radius is under no obligation to file any petition and has no intention of doing so.

The foregoing summary of the rights of Radius stockholders to seek appraisal rights under Delaware law is qualified in its entirety by reference to Section 262 of the DGCL. The preservation and proper exercise of appraisal rights requires strict and timely adherence to the applicable provisions of the DGCL. Failure to fully and precisely follow the steps required by Section 262 of the DGCL for the perfection of appraisal rights will result in the loss of those rights. A copy of Section 262 of the DGCL will be included as Annex II to the Schedule 14D-9.

The information provided above is for informational purposes only. If you tender your Shares in the Offer, you will not be entitled to exercise appraisal rights with respect to your Shares but, instead, upon the terms and subject to the Offer Conditions, you will receive the Offer Price for your Shares.

"Going Private" Transactions. The SEC has adopted Rule 13e-3 under the Exchange Act, which is applicable to certain "going private" transactions, and which may under certain circumstances be applicable to the Merger or another business combination following the purchase of Shares pursuant to the Offer in which Purchaser seeks to acquire the remaining Shares not held by it. Purchaser believes that Rule 13e-3 will not be applicable to the Merger because it is anticipated that the Merger will be effected within one year following the consummation of the Offer and, in the Merger, stockholders will receive the same Offer Price as that paid in the Offer.

Litigation. To the knowledge of Parent and Purchaser, as of July 12, 2022, there is no pending litigation against Parent, Purchaser or Radius in connection with the Merger or the transactions contemplated by the Merger Agreement.

Stockholder Approval Not Required. Section 251(h) of the DGCL generally provides that no vote of stockholders of a constituent corporation that has a class or series of stock that is listed on a national securities exchange is required to authorize a merger if certain requirements are met, including that (a) the acquiring company consummates a tender offer for any and all of the outstanding stock of the company to be acquired on the terms set forth in a merger agreement that, absent Section 251(h) of the DGCL, would be entitled to vote on the adoption of the merger agreement, and (b) immediately following the consummation of the tender offer, the stock irrevocably accepted for purchase pursuant to such offer and received by the depositary prior to the expiration of such offer, together with the stock otherwise owned by the acquiring company or its affiliates equals at least such percentage of the stock of the company to be acquired, and of each class and series thereof, that, absent Section 251(h) of the DGCL, would be required to adopt the merger agreement under the DGCL and the certificate of incorporation of the company to be acquired. If the Minimum Condition is satisfied and Purchaser accepts Shares for payment pursuant to the Offer, Purchaser will hold a sufficient number of Shares to consummate the Merger under Section 251(h) of the DGCL without submitting the adoption of the Merger Agreement to a vote of the Radius stockholders. Following the Acceptance Time, and subject to the satisfaction of the remaining conditions set forth in the Merger Agreement, Parent, Purchaser and Radius will take all necessary and appropriate action to effect the Merger as soon as practicable without a meeting of Radius stockholders in accordance with Section 251(h) of the DGCL.

17. Fees and Expenses.

Parent and Purchaser have retained Innisfree M&A Incorporated to act as the Information Agent and Computershare Trust Company, N.A. to act as the Depositary in connection with the Offer. The Information Agent may contact holders of Shares by mail, telephone, telecopy, telegraph and personal interview and may request brokers, dealers, commercial banks, trust companies and other nominees to forward materials relating to the Offer to beneficial owners of Shares.

The Information Agent and the Depositary each will receive reasonable and customary compensation for their respective services in connection with the Offer, will be reimbursed for reasonable expenses and will be indemnified against certain liabilities and expenses in connection with their respective services.

Neither Parent nor Purchaser will pay any fees or commissions to any broker or dealer or to any other person (other than to the Depositary and the Information Agent) in connection with the solicitation of tenders of Shares pursuant to the Offer. Brokers, dealers, commercial banks, trust companies and other nominees will, upon request, be reimbursed by Purchaser for customary mailing and handling expenses incurred by them in forwarding the Offer materials to their customers.

18. Miscellaneous.

The Offer is not being made to holders of Shares in any jurisdiction in which the making of the Offer would not be in compliance with the securities, blue sky or other laws of such jurisdiction. In those jurisdictions where applicable laws require the Offer to be made by a licensed broker or dealer, the Offer will be deemed to be made on behalf of Purchaser by one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by Purchaser.

No person has been authorized to give any information or to make any representation on behalf of Parent or Purchaser not contained herein or in the Letter of Transmittal, and, if given or made, such information or representation must not be relied upon as having been authorized. No broker, dealer, bank, trust company, fiduciary or other person will be deemed to be the agent of Parent, Purchaser, the Depositary or the Information Agent for the purpose of the Offer.

Parent and Purchaser have filed with the SEC a Tender Offer Statement on Schedule TO pursuant to Rule 14d-3 of the Exchange Act, together with exhibits furnishing certain additional information with respect to the Offer, and may file amendments to it. In addition, Radius has filed with the SEC a Schedule 14D-9, together with exhibits, pursuant to Rule 14d-9 under the Exchange Act, setting forth the Radius Board Recommendation and the reasons for the Radius Board Recommendation and furnishing certain additional related information. A copy of these documents, and any amendments to them, may be examined at, and copies may be obtained from, the SEC in the manner set forth under Section 8−"Certain Information Concerning Parent, Purchaser and Certain Related Persons".

SCHEDULE I–INFORMATION RELATING TO PARENT, PURCHASER AND CERTAIN RELATED ENTITIES

Purchaser Entities

Purchaser is a Delaware corporation. Purchaser is a wholly-owned subsidiary of Parent. Parent is a Delaware corporation. Parent is a wholly-owned subsidiary of Ginger Holdings, Inc., a Delaware corporation. Ginger Holdings, Inc. is a wholly-owned subsidiary of Ginger TopCo L.P., a Delaware limited partnership. The general partner of Ginger TopCo L.P. is Ginger GP LLC, a Delaware limited liability company, and the limited partners of Ginger TopCo L.P. are GPC WH Fund LP, a Delaware limited partnership, and Patient Square Equity Partners, LP., a Delaware limited partnership. Ginger GP LLC is jointly controlled by GPC WH Fund LP and Patient Square Equity Partners, LP.

Directors and Executive Officers of Purchaser and Parent

The name, current principal occupation or employment and material occupations, positions, offices or employment for the past five years of each director and executive officer of Purchaser and Parent are set forth below.

The following table sets forth information about Purchaser' s and Parent' s directors and executive officers as of July 12, 2022. The current business address and business telephone number of Ronald Cami and Adam Dilluvio is c/o Gurnet Point Capital, LLC, 55 Cambridge Parkway, Suite 401, Cambridge, MA 02142; (617) 588-4900. The current business address and business telephone number of Adam Fliss and Alex Albert is c/o Patient Square Capital, LP, 2884 Sand Hill Road, Suite 100, Menlo Park, CA 94205; (650) 677-8100.

Name	Position at Purchaser and Parent	Citizenship	Current Principal Occupation or Employment and 5-Year Employment History
Ronald Cami	Director and President	United States	Mr. Cami has been a partner and group general counsel of B-FLEXION Group since June 2018, prior to which he was a partner at Davis Polk & Wardwell LLP from June 2016 to May 2018. Mr. Cami was a partner and general counsel at TPG Global, LLC from January 2010 to December 2015.
Adam Dilluvio	Director, Secretary and Treasurer	United States	Mr. Dilluvio joined B-FLEXION Services, Inc. and Gurnet Point Capital, LLC in May 2019, and has served as general counsel since September 2021. Prior to joining B-FLEXION and Gurnet Point, he was an investment banking associate at Raymond James Financial, Inc. from July 2017 to May 2019. Mr. Dilluvio was an associate at Weil, Gotshal & Manages LLP from October 2013 to June 2017.
Adam Fliss	Director	United States	Mr. Fliss has been Founding Partner and General Counsel of Patient Square since January 2021. Prior to joining Patient Square, Mr. Fliss worked for TPG Capital from November 2012 to September 2020, most recently as General Counsel.
Alex Albert	Director	United States	Mr. Albert has been Founding Partner of Patient Square since February 2021. Prior to joining Patient Square, Mr. Albert worked for Ares Management Corporation from 2014 to 2020, most recently as a partner and the Co-Head of Health Care.

The following entities have direct or indirect control of Purchaser:

Entity	State of Formation	Controlled By	Management
Ginger Holdings, Inc.	Delaware	Ginger TopCo L.P., as sole stockholder	Directors
Ginger Topco LP	Delaware	Ginger GP LLC, as general partner	General Partner
Ginger GP LLC	Delaware	GPC WH Fund LP and Patient Square Equity Partners, L.P.	Members
GPC WH Fund LP	Delaware	B-FLEXION International GP LLC, as general partner	General Partner
Patient Square Equity Partners, LP	Delaware	Patient Square Equity Advisors, LP	General Partner
Patient Square Equity Advisors, LP	Delaware	Patient Square Capital Holdings, LLC	General Partner

The executive officers of Ginger Holdings, Inc. are Ronald Cami and Adam Dilluvio, and the board of directors of Ginger Holdings, Inc. consist of Ronald Cami, Adam Dilluvio, Adam Fliss and Alex Albert.

GPC WH Fund LP

GPC WH Fund LP is controlled by B-FLEXION International GP LLC. The following table sets forth information about B-FLEXION International GP LLC' s managers and executive officers as of July 12, 2022. The current business address of each such person is c/o Gurnet Point Capital, LLC, 55 Cambridge Parkway, Suite 401, Cambridge, MA 02142, and the business telephone number of each such person is (617) 588-4900.

Name	Position at B-FLEXION International GP LLC	Citizenship	Current Principal Occupation or Employment and 5-Year Employment History
Ronald Cami	President and Manager	United States	See information provided above.
Stefan Meister	Manager	Switzerland	Mr. Meister has been Vice Chairman of B-FLEXION Group since January 2021. Prior to that, Mr. Meister was Group Chief Operating Officer of the Waypoint Group (B-FLEXION' s predecessor) since 2011.
Cyrus Jilla	Manager	United Kingdom	Mr. Jilla is a partner of B-FLEXION Group and member of its board of directors and Chief Executive Officer of B-FLEXION Advisors (UK) LLP. Prior to joining Waypoint Group (B-FLEXION' s predecessor) in March 2020, Mr. Jilla served as President and Officer at Fidelity International Limited, the parent of the global asset management business.
Elias Zerhouni	Manager	United States	Dr. Zerhouni joined the board of directors of Waypoint Group (B-FLEXION' s predecessor) in May 2020. Dr. Zerhouni is Professor Emeritus of Radiology and Biomedical Engineering at the Johns Hopkins University, and was most recently the President, Global Research and Development

Name	Position at B-FLEXION International GP LLC	Citizenship	Current Principal Occupation or Employment and 5-Year Employment History
			for Sanofi from January 2011 to July 2018. Dr. Zerhouni' s academic career was spent at the Johns Hopkins University and Hospital where he was Professor and Chair of Radiology and Biomedical Engineering and Executive Vice Dean from 1996 to 2002.
Christopher Viehbacher	Manager	Germany and Canada	Mr. Viehbacher is the Founding Partner of Gurnet Point Capital, LLC and currently serves as Senior Advisor to the fund. Prior to joining Gurnet Point in 2015, Mr. Viehbacher was the CEO and Member of the Board of Directors of Sanofi from 2008 to 2014, and the Chairman of the Board of Genzyme from 2011 to 2014.

Patient Square Capital, LP

The following table sets forth information about Patient Square Capital, LP' s directors and executive officers as of July 12, 2022. The current business address of each such person is c/o Patient Square Capital, LP, 2884 Sand Hill Road, Suite 100, Menlo Park, CA 94205, and the business telephone number of each such person is (650) 677-8100.

Name	Position at Patient Square Capital, LP	Citizenship	Current Principal Occupation or Employment and 5-Year Employment History
James Momtazee	Managing Partner	United States	Mr. Momtazee has been Managing Partner of Patient Square since August 2020. Prior to joining Patient Square, Mr. Momtazee worked for KKR & Co. Inc. from November 1996 to August 2019, most recently as the Head of Health Care team.
Adam Fliss	Founding Partner and General Counsel	United States	Mr. Fliss has been Founding Partner and General Counsel of Patient Square since January 2021. Prior to joining Patient Square, Mr. Fliss worked for TPG Capital from November 2012 to September 2020, most recently as General Counsel.
Maria Walker	Founding Partner and Chief Financial Officer	United States	Ms. Walker has been Founding Partner and Chief Financial Officer of Patient Square since August 2020. Prior to joining Patient Square, Ms. Walker worked for KPMG US from June 2008 to July 2018, most recently as a senior partner and a global lead.

The general partner of Patient Square Capital, LP is Patient Square Capital Holdings, LLC, which is managed by James Momtazee as its managing member.

The Depositary for the Offer is:

If delivering by express mail, courier or other expedited service:
Computershare Trust Company, N.A.
c/o Voluntary Corporate Actions
150 Royall Street, Suite V
Canton, MA 02021

If delivering by first class mail:

Computershare Trust Company, N.A.
PO Box 43011
Providence, RI 02940

Questions or requests for assistance or additional copies of this Offer to Purchase and the Letter of Transmittal may be directed to the Information Agent at its telephone numbers and address set forth below. Stockholders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Offer.

The Information Agent for the Offer is:

Innisfree M&A Incorporated
501 Madison Avenue, 20th Floor
New York, New York 10022
Stockholders may call toll free:
(877) 750-0510
Banks and Brokers may call collect:
(212) 750-5833

Exhibit (a)(1)(B)

Letter of Transmittal to Tender Shares
of Common Stock
of

Radius Health, Inc.

at
$10.00 per share, net in cash, plus one non-transferable contingent value right per share, which represents the right to receive a contingent cash payment of $1.00 upon the achievement of a specified milestone,
Pursuant to the Offer to Purchase, dated July 13, 2022
by

Ginger Merger Sub, Inc.

a wholly owned subsidiary of

Ginger Acquisition, Inc.

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT
ONE MINUTE AFTER 11:59 P.M., EASTERN TIME,
AT THE END OF THE DAY ON AUGUST 10, 2022
UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

Method of delivery of the certificate(s) is at the option and risk of the owner thereof. *See Instruction 2.*

Mail or deliver this Letter of Transmittal, together with the certificate(s) representing your shares, to:

Computershare

If delivering by express mail, courier, or other expedited service:
Computershare Trust Company, N.A.
c/o Voluntary Corporate Actions
150 Royall Street, Suite V
Canton, MA 02021

If delivery by first class mail:
Computershare Trust Company, N.A.
PO Box 43011
Providence, RI 02940

Pursuant to the offer of Ginger Merger Sub, Inc., a Delaware corporation ("Purchaser") and a wholly owned subsidiary of Ginger Acquisition, Inc., a Delaware corporation ("Parent"), to purchase all of the outstanding shares of common stock, par value $0.0001 per share (the "Shares"), of Radius Health, Inc., a Delaware corporation ("Radius"), the undersigned encloses herewith and tenders the following certificate(s) representing the Shares:

Name(s) and Address(es) of Registered Owner(s) (If blank, please fill in exactly as name(s) appear(s) on share certificate(s))

DESCRIPTION OF SHARES TENDERED			
Shares Tendered (attached additional list if necessary) Certificated Shares**			
Certificate Number(s)*	Total Number of Shares Represented by Certificate(s)*	Number of Shares Tendered**	Book Entry Shares Tendered
Total Shares			

* Need not be completed by book-entry stockholders.

** Unless otherwise indicated, it will be assumed that all Shares represented by certificates described above are being tendered hereby.

PLEASE READ THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL CAREFULLY BEFORE COMPLETING THIS LETTER OF TRANSMITTAL.

IF YOU WOULD LIKE ADDITIONAL COPIES OF THIS LETTER OF TRANSMITTAL OR ANY OF THE OTHER OFFER DOCUMENTS, YOU SHOULD CONTACT THE INFORMATION AGENT, INNISFREE M&A INCORPORATED (THE "INFORMATION AGENT") AT (212) 750-5833 IF YOU ARE A BANK OR BROKER OR (877)750-0510 IF YOU ARE A STOCKHOLDER.

You have received this Letter of Transmittal (this "Letter of Transmittal") in connection with the offer of Purchaser, a wholly owned subsidiary of Parent, to purchase all of the outstanding shares of common stock, par value $0.0001 per share (the "Shares"), of Radius Health, Inc., a Delaware corporation ("Radius"), in exchange for (x) an amount in cash equal to $10.00, without interest and less applicable tax withholdings (the "Cash Consideration"), and (y) one contractual contingent value right (a "CVR") that will represent the right to receive a contingent payment of $1.00 (without interest thereon) upon the achievement of a specified milestone (the Cash Consideration and one CVR, collectively, the "Offer Price"), as described in the Offer to Purchase, dated as of July 13, 2022 (as it may be amended or supplemented from time to time, the "Offer to Purchase" and, together with this Letter of Transmittal and other related materials, as each may be amended or supplemented from time to time, the "Offer").

You should use this Letter of Transmittal to deliver to Computershare Trust Company, N.A. (the "Depositary and Paying Agent") Shares represented by stock certificates, or held in book-entry form on the books of Radius, for tender. If you are delivering your Shares by book-entry transfer to an account maintained by the Depositary and Paying Agent at The Depository Trust Company ("DTC"), you must use an Agent' s Message (as defined in Instruction 2 below). In this Letter of Transmittal, stockholders who deliver certificates representing their Shares are referred to as "Certificate Stockholders," and stockholders who deliver their Shares through book-entry transfer are referred to as "Book-Entry Stockholders."

☐ **CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER TO THE ACCOUNT MAINTAINED BY THE DEPOSITARY WITH DTC AND COMPLETE THE FOLLOWING (ONLY FINANCIAL INSTITUTIONS THAT ARE PARTICIPANTS IN DTC MAY DELIVER SHARES BY BOOK-ENTRY TRANSFER):**

Name of Tendering Institution: _____

DTC Participant Number: _____

Transaction Code Number: _____

NOTE: SIGNATURES MUST BE PROVIDED BELOW.
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.

Ladies and Gentlemen:

The undersigned hereby tenders to Ginger Merger Sub, Inc., a Delaware corporation ("Purchaser") and a wholly owned subsidiary of Ginger Acquisition, Inc., a Delaware corporation ("Parent"), to purchase all of the outstanding shares of common stock, par value $0.0001 per share (the "Shares"), of Radius Health, Inc., a Delaware corporation ("Radius"), in exchange for (x) an amount in cash equal to $10.00, without interest and less applicable tax withholdings (the "Cash Consideration"), and (y) one contractual contingent value right (a "CVR") that will represent the right to receive a contingent payment of $1.00 (without interest thereon) upon the achievement of a specified milestone (the Cash Consideration and one CVR, collectively, the "Offer Price"), on the terms and subject to the conditions set forth in the Offer to Purchase, dated as of July 13, 2022 (as it may be amended or supplemented from time to time, the "Offer to Purchase"), receipt of which is hereby acknowledged, and this Letter of Transmittal (this "Letter of Transmittal" and, together with the Offer to Purchase and other related materials, as each may be amended or supplemented from time to time, the "Offer").

On the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of such extension or amendment), subject to, and effective upon, acceptance for payment of the Shares validly tendered herewith prior to the Expiration Time (as defined in Section 1 of the Offer to Purchase), and not properly withdrawn pursuant to the Offer, the undersigned hereby sells, assigns and transfers to, or upon the order of, Purchaser, all right, title and interest in and to all of the Shares being tendered hereby and with respect to any and all other securities or rights issued or issuable in respect of such Shares on or after the date hereof (collectively, "Distributions"). In addition, the undersigned hereby irrevocably appoints Computershare Trust Company, N.A. (the "Depositary") the true and lawful agent and attorney-in-fact and proxy of the undersigned with respect to such Shares and any Distributions with full power of substitution (such proxy and power of attorney being deemed to be an irrevocable power coupled with an interest in the tendered shares) to the full extent of such stockholder' s rights with respect to such Shares and any Distributions (a) to deliver certificates representing Shares (the "Share Certificates") and any Distributions, or transfer of ownership of such Shares and any Distributions on the account books maintained by DTC, together, in either such case, with all accompanying evidence of transfer and authenticity, to or upon the order of Purchaser, (b) to present such Shares and any Distributions for transfer on the books of Radius, and (c) to receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares and any Distributions, all in accordance with the terms and subject to the conditions of the Offer.

The undersigned hereby irrevocably appoints each of the designees of Purchaser the attorneys-in-fact and proxies of the undersigned, each with full power of substitution, to the full extent of such stockholder' s rights with respect to the Shares tendered hereby and accepted for payment by Purchaser and any Distributions. The designees of Purchaser will, with respect to the Shares and any other securities or rights for which the appointment is effective, be empowered to exercise all voting and any other rights of such stockholder, as they, in their sole discretion, may deem proper at any annual, special, adjourned or postponed meeting of Radius' s stockholders, by written consent in lieu of any such meeting or otherwise. This proxy and power of attorney shall be irrevocable and coupled with an interest in the tendered Shares. Such appointment is effective when, and only to the extent that, Purchaser accepts the Shares tendered with this Letter of Transmittal for payment pursuant to the Offer. Upon the effectiveness of such appointment, all prior powers of attorney, proxies and consents given by such stockholder with respect to such Shares or other securities or rights will, without further action, be revoked and no subsequent powers of attorney, proxies, consents or revocations may be given by such stockholder (and, if given, will not be deemed effective). Purchaser reserves the right to require that, in order for Shares to be deemed validly tendered, immediately upon Purchaser' s acceptance for payment of such Shares, Purchaser must be able to exercise full voting, consent and other rights with respect to such Shares and other related securities or rights.

By executing this Letter of Transmittal (or taking action resulting in the delivery of an Agent' s Message), the undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the Shares and any Distributions tendered hereby and, when the same are accepted for payment by Purchaser, Purchaser will acquire good, marketable and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and the same will not be subject to any adverse claim. The undersigned hereby represents and warrants that the undersigned is the registered owner of the Shares, or the Share Certificate(s) have been endorsed to the undersigned in blank, or the undersigned is a participant in DTC whose name appears on a security position listing as the owner of the Shares. The undersigned will, upon request, execute and deliver any additional documents deemed by the Depositary or Purchaser to be necessary or desirable to complete the sale, assignment and transfer of the Shares and any Distributions tendered hereby. In addition, the undersigned shall promptly remit and transfer to the Depositary for the account of Purchaser any and all Distributions in respect of the Shares tendered hereby, accompanied by appropriate documentation of transfer and, pending such remittance or appropriate assurance thereof, Purchaser shall be entitled to all rights and privileges as owner of any such Distributions and may withhold the entire purchase price or deduct from the purchase price the amount or value thereof, as determined by Purchaser in its sole discretion.

IT IS UNDERSTOOD THAT THE METHOD OF DELIVERY OF THE SHARES, THE SHARE CERTIFICATE(S) AND ALL OTHER REQUIRED DOCUMENTS (INCLUDING DELIVERY THROUGH DTC) IS AT THE OPTION AND RISK OF THE UNDERSIGNED AND THAT THE RISK OF LOSS OF SUCH SHARES, SHARE CERTIFICATE(S) AND OTHER DOCUMENTS SHALL PASS ONLY AFTER THE DEPOSITARY HAS ACTUALLY RECEIVED THE SHARES OR SHARE CERTIFICATE(S) (INCLUDING, IN THE CASE OF A BOOK-ENTRY TRANSFER, BY BOOK- ENTRY CONFIRMATION (AS DEFINED BELOW)). IF DELIVERY IS BY MAIL, IT IS RECOMMENDED THAT ALL SUCH DOCUMENTS BE SENT BY PROPERLY INSURED REGISTERED MAIL WITH RETURN RECEIPT REQUESTED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

All authority herein conferred or agreed to be conferred pursuant to this Letter of Transmittal shall not be affected by, and shall survive, the death or incapacity of the undersigned and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, trustees in bankruptcy, personal representatives, successors and assigns of the undersigned. Except as stated in the Offer to Purchase, this tender is irrevocable.

The undersigned understands that the valid tender of Shares pursuant to any of the procedures described in the Offer to Purchase and in the instructions hereto will constitute the undersigned' s acceptance of the terms and conditions of the Offer. Purchaser' s acceptance of such Shares for payment will constitute a binding agreement between the undersigned and Purchaser upon the terms and subject to the conditions of the Offer (and if the Offer is extended or amended, the terms and conditions of such extension or amendment). The undersigned recognizes that under certain circumstances set forth in the Offer, Purchaser may not be required to accept for exchange any Shares tendered hereby.

Unless otherwise indicated herein under "Special Payment Instructions," please issue the check for the aggregate Offer Price for all Shares purchased in the name(s) of, and/or return any Share Certificates representing Shares not tendered or accepted for payment to, the registered owner(s) appearing under "Description of Shares Tendered." Similarly, unless otherwise indicated under "Special Delivery Instructions," please mail the check for the aggregate Offer Price for all Shares purchased and/or return any Share Certificates representing Shares not tendered or accepted for payment (and accompanying documents, as appropriate) to the address(es) of the registered owner(s) appearing under "Description of Shares Tendered." In the event that both the Special Delivery Instructions and the Special Payment Instructions are completed, please issue the check for the aggregate Offer Price for all Shares purchased and/or issue any Share Certificates representing Shares not tendered or accepted for payment (and any accompanying documents, as appropriate) in the name of, and deliver such check and/or return such Share Certificates (and any accompanying documents, as appropriate) to, the

person or persons so indicated. Unless otherwise indicated herein in the box titled "Special Payment Instructions," please credit any Shares tendered hereby or by an Agent' s Message and delivered by book-entry transfer, but which are not purchased, by crediting the account at DTC designated above. The undersigned recognizes that Purchaser has no obligation pursuant to the Special Payment Instructions to transfer any Shares from the name of the registered owner thereof if Purchaser does not accept for payment any of the Shares so tendered.

This Letter of Transmittal shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such State.

BY EXECUTING THIS LETTER OF TRANSMITTAL, WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS LETTER OF TRANSMITTAL OR ANY OF THE TRANSACTIONS DESCRIBED HEREIN OR CONTEMPLATED HEREBY OR BY THE OFFER TO PURCHASE (OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF), THE UNDERSIGNED HEREBY (A) IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY, (B) IRREVOCABLY AND UNCONDITIONALLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE COURT OF CHANCERY OF THE STATE OF DELAWARE (OR, ONLY IF THE COURT OF CHANCERY OF THE STATE OF DELAWARE DECLINES TO ACCEPT OR DOES NOT HAVE JURISDICTION OVER A PARTICULAR MATTER, ANY FEDERAL OR OTHER STATE COURT SITTING IN NEW CASTLE COUNTY WITHIN THE STATE OF DELAWARE), (C) AGREES THAT THE UNDERSIGNED WILL NOT ATTEMPT TO DENY OR DEFEAT SUCH PERSONAL JURISDICTION BY MOTION OR OTHER REQUEST FOR LEAVE FROM ANY SUCH COURT, (D) AGREES THAT SUCH PROCEEDINGS SHALL BE BROUGHT, TRIED AND DETERMINED ONLY IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE (OR, ONLY IF THE COURT OF CHANCERY OF THE STATE OF DELAWARE DECLINES TO ACCEPT OR DOES NOT HAVE JURISDICTION OVER A PARTICULAR MATTER, ANY FEDERAL OR OTHER STATE COURT SITTING IN NEW CASTLE COUNTY WITHIN THE STATE OF DELAWARE), (E) WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH PROCEEDING IN ANY SUCH COURT OR THAT SUCH PROCEEDING WAS BROUGHT IN AN INCONVENIENT COURT AND AGREES NOT TO PLEAD OR CLAIM THE SAME AND (F) AGREES NOT TO BRING ANY SUCH PROCEEDING IN ANY COURT OTHER THAN THE AFORESAID COURTS. THE UNDERSIGNED AGREES THAT A FINAL JUDGMENT IN ANY LEGAL PROCEEDING IN SUCH COURTS AS PROVIDED ABOVE SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY APPLICABLE LAW.

SPECIAL PAYMENT INSTRUCTIONS
(See Instructions 1, 4, 5, 6 and 7)

To be completed ONLY if Share Certificate(s) not tendered or not accepted for payment and/or the check for the aggregate Offer Price for Shares accepted for payment are to be issued in the name of someone other than the undersigned or if Shares tendered by book-entry transfer which are not accepted for payment are to be returned by credit to an account maintained at DTC other than that designated above.

Issue:

☐ Check and/or

☐ Share Certificates to:

Name: _____
(Please Print)

Address: _____

_____

_____
(Include Zip Code)

_____
(Tax Identification or Social Security Number)
Credit Shares tendered by book-entry transfer that are not accepted for payment to the DTC account set forth below.

_____
(DTC Account Number)

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 1, 4, 5, 6 and 7)

To be completed ONLY if Share Certificate(s) not tendered or not accepted for payment and/or the check for the aggregate Offer Price for Shares accepted for payment are to be sent to someone other than the undersigned or to the undersigned at an address other than that shown in the box titled "Description of Shares Tendered" above.

Deliver:

☐ Check and/or

☐ Share Certificates to:

Name: _____
(Please Print)

Address: _____

_____

_____
(Include Zip Code)

IMPORTANT–SIGN HERE
(U.S. Holders: Please Also Complete the Enclosed IRS Form W-9)
(Non-U.S. Holders: Please Obtain and Complete IRS Form W-8BEN or Other Applicable IRS Form W-8)

_____

_____
(Signature(s) of Stockholder(s))

Dated: _____ , 2022

(Must be signed by registered owner(s) exactly as name(s) appear(s) on Share Certificate(s) or on a security position listing or by person(s) authorized to become registered owner(s) by certificates and documents transmitted herewith. If signature is by trustees, executors, administrators, guardians, attorneys-in-fact, agents, officers of corporations or others acting in a fiduciary or representative capacity, please set forth full title and see Instruction 5. For information concerning signature guarantees, see Instruction 1.)

Name(s): _____
(Please Print)

Capacity (full title): _____

Address: _____

_____
(Include Zip Code)

Area Code and Telephone Number: _____

Tax Identification or Social Security No.: _____

GUARANTEE OF SIGNATURE(S)
(For use by Eligible Institutions only;
see Instructions 1 and 5)

Name of Firm: _____

_____
(Include Zip Code)

Authorized Signature: _____

Name: _____

_____
(Please Type or Print)

Area Code and Telephone Number: _____
Dated: _____ , 2022
Place medallion guarantee in space below:

INSTRUCTIONS
FORMING PART OF THE TERMS AND CONDITIONS OF THE OFFER

1. Guarantee of Signatures.

Except as otherwise provided below, all signatures on this Letter of Transmittal must be guaranteed by a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a participant in the Security Transfer Agent Medallion Signature Program or other "eligible guarantor institution," as such term is defined in Rule 17Ad-15 under the Exchange Act (each, an "Eligible Institution" and, collectively, "Eligible Institutions"). Signatures on this Letter of Transmittal need not be guaranteed (a) if this Letter of Transmittal is signed by the registered owner(s) (which term, for purposes of this document, includes any participant in any of DTC' s systems whose name appears on a security position listing as the owner of the Shares) of Shares tendered herewith and such registered owner has not completed the box titled "Special Payment Instructions" or the box titled "Special Delivery Instructions" on this Letter of Transmittal or (b) if such Shares are tendered for the account of an Eligible Institution. See Instruction 5.

2. Requirements of Tender.

In order for Shares to be validly tendered pursuant to the Offer, one of the following procedures must be followed:

For Shares held as physical certificates, the Share Certificates representing tendered Shares, a properly completed and duly executed Letter of Transmittal (or facsimile thereof), together with any required signature guarantees, and any other documents required by this Letter of Transmittal, must be received by the Depositary at one of its addresses set forth on the front page of this Letter of Transmittal before the Expiration Time (as defined in Section 1 of the Offer to Purchase).

For Shares held in book-entry form, either a properly completed and duly executed Letter of Transmittal, together with any required signature guarantees, or an Agent' s Message in lieu of this Letter of Transmittal, and any other required documents, must be received by the Depositary at the appropriate address set forth on the front page of this Letter of Transmittal, and such Shares must be delivered according to the book-entry transfer procedures (as set forth in Section 3 of the Offer to Purchase) and a timely confirmation of a book-entry transfer of Shares into the Depositary' s account at DTC (a "Book-Entry Confirmation") must be received by the Depositary, in each case before the Expiration Time.

The term "Agent' s Message" means a message, transmitted through electronic means by DTC in accordance with the normal procedures of DTC and the Depositary, to, and received by, the Depositary and forming a part of a Book-Entry Confirmation, which states that DTC has received an express acknowledgment from the participant tendering the Shares that are the subject of Book-Entry Confirmation that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that Purchaser may enforce such agreement against the participant. The term "Agent' s Message" also includes any hard copy printout evidencing such message generated by a computer terminal maintained at the Depositary' s office.

THE METHOD OF DELIVERY OF THE SHARES, THIS LETTER OF TRANSMITTAL AND ALL OTHER REQUIRED DOCUMENTS, INCLUDING DELIVERY THROUGH DTC, IS AT THE ELECTION AND RISK OF THE TENDERING STOCKHOLDER. DELIVERY OF ALL SUCH DOCUMENTS WILL BE DEEMED MADE AND RISK OF LOSS OF THE SHARE CERTIFICATES SHALL PASS ONLY WHEN ACTUALLY RECEIVED BY THE DEPOSITARY (INCLUDING, IN THE CASE OF A BOOK-ENTRY TRANSFER, BY BOOK-ENTRY CONFIRMATION). IF SUCH DELIVERY IS BY MAIL, IT IS RECOMMENDED THAT ALL SUCH DOCUMENTS BE SENT BY PROPERLY INSURED REGISTERED MAIL WITH RETURN RECEIPT REQUESTED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

WE ARE NOT PROVIDING FOR GUARANTEED DELIVERY PROCEDURES. THEREFORE, RADIUS STOCKHOLDERS MUST ALLOW SUFFICIENT TIME FOR THE NECESSARY TENDER PROCEDURES TO BE COMPLETED PRIOR TO THE EXPIRATION TIME. IN ADDITION, FOR RADIUS STOCKHOLDERS WHO ARE REGISTERED HOLDERS, THE LETTER OF TRANSMITTAL, PROPERLY COMPLETED AND DULY EXECUTED, TOGETHER WITH ANY REQUIRED SIGNATURE GUARANTEES AND ANY OTHER DOCUMENTS REQUIRED BY THE LETTER OF TRANSMITTAL (OR, IN THE CASE OF A BOOK-ENTRY TRANSFER, AN AGENT' S MESSAGE IN LIEU OF THE LETTER OF TRANSMITTAL AND SUCH OTHER DOCUMENTS) MUST BE RECEIVED BY THE DEPOSITARY PRIOR TO THE EXPIRATION TIME.

No alternative, conditional or contingent tenders will be accepted, and no fractional Shares will be purchased. All tendering stockholders, by execution of this Letter of Transmittal (or facsimile thereof), waive any right to receive any notice of the acceptance of their Shares for payment.

All questions as to validity, form and eligibility (including time of receipt) of the tender of any Share Certificate hereunder, including questions as to the proper completion or execution of any Letter of Transmittal or other required documents and as to the proper form for transfer of any certificate of Shares, will be determined by Purchaser in its reasonable discretion (which may delegate power in whole or in part to the Depositary), which determination will be final and binding. Purchaser reserves the absolute right to reject any and all tenders determined by it not to be in proper form or the acceptance for payment of or payment for which may be unlawful. Purchaser also reserves the absolute right to waive any defect or irregularity in the tender of any Shares or Share Certificate(s) whether or not similar defects or irregularities are waived in the case of any other stockholder. A tender will not be deemed to have been validly made until all defects and irregularities have been cured or waived.

3. Inadequate Space.

If the space provided herein is inadequate, the certificate numbers and/or the number of Shares should be listed on a separate schedule attached hereto and separately signed on each page thereof in the same manner as this Letter of Transmittal is signed.

4. Partial Tenders (Applicable to Certificate Stockholders Only).

If fewer than all the Shares evidenced by any Share Certificate delivered to the Depositary are to be tendered, fill in the number of Shares which are to be tendered in the column titled "Number of Shares Tendered" in the box titled "Description of Shares Tendered." In such cases, new certificate(s) for the remainder of the Shares that were evidenced by the old certificate(s) but not tendered will be sent to the registered owner, unless otherwise provided in the appropriate box on this Letter of Transmittal, as soon as practicable after the Expiration Time. All Shares represented by Share Certificates delivered to the Depositary will be deemed to have been tendered unless otherwise indicated.

5. Signatures on Letter of Transmittal; Stock Powers and Endorsements.

If this Letter of Transmittal is signed by the registered owner(s) of the Shares tendered hereby, the signature(s) must correspond with the name(s) as written on the face of the Share Certificate(s) without alteration or any other change whatsoever.

If any Shares tendered hereby are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal.

If any tendered Shares are registered in the names of different holder(s), it will be necessary to complete, sign and submit as many separate Letters of Transmittal (or facsimiles thereof) as there are different registrations of such Shares.

If this Letter of Transmittal or any certificates or stock powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and proper evidence satisfactory to Purchaser of such persons' authority so to act must be submitted.

If this Letter of Transmittal is signed by the registered owner(s) of the Shares listed and transmitted hereby, no endorsements of Share Certificates or separate stock powers are required unless payment is to be made to, or Share Certificates representing Shares not tendered or accepted for payment are to be issued in the name of, a person other than the registered owner(s), in which case the Share Certificates representing the Shares tendered by this Letter of Transmittal must be endorsed or accompanied by appropriate stock powers, in either case, signed exactly as the name(s) of the registered owner(s) or holder(s) appear(s) on the Share Certificates. Signatures on such Share Certificates or stock powers must be guaranteed by an Eligible Institution.

If this Letter of Transmittal is signed by a person other than the registered owner(s) of the Share(s) listed, the Share Certificate(s) must be endorsed or accompanied by the appropriate stock powers, in either case, signed exactly as the name or names of the registered owner(s) or holder(s) appear(s) on the Share Certificate(s). Signatures on such Share Certificates or stock powers must be guaranteed by an Eligible Institution.

6. Transfer Taxes.

If payment of the purchase price is to be made to, or (in the circumstances permitted hereby) if Share Certificates not tendered or accepted for payment are to be registered in the name of, any person other than the registered owner(s), or if tendered Share Certificates are registered in the name of any person other than the person signing this Letter of Transmittal, it will be a condition to payment that the person requesting such payment shall have paid any transfer taxes (whether imposed on the registered owner(s) or such person) payable on account of the transfer to such person or such person shall have established that such transfer taxes have been paid or are not applicable.

7. Special Payment and Delivery Instructions.

If a check for the aggregate Offer Price for all Shares accepted for payment is to be issued, and/or Share Certificates representing Shares not tendered or accepted for payment are to be issued or returned to, a person other than the signer(s) of this Letter of Transmittal or to an address other than that shown in the box titled "Description of Shares Tendered" above, the appropriate boxes on this Letter of Transmittal should be completed. Stockholders delivering Shares tendered hereby or by Agent' s Message by book-entry transfer may request that Shares not purchased be credited to an account maintained at DTC as such stockholder may designate in the box titled "Special Payment Instructions" herein. If no such instructions are given, all such Shares not purchased will be returned by crediting the same account at DTC as the account from which such Shares were delivered.

8. Requests for Assistance or Additional Copies.

Questions or requests for assistance may be directed to the Information Agent at its address and telephone numbers set forth below or to your broker, dealer, commercial bank or trust company. Additional copies of the Offer to Purchase, this Letter of Transmittal and other tender offer materials may be obtained from the Information Agent as set forth below, and will be furnished at Purchaser' s expense.

9. Tax Forms:

Under U.S. federal income tax law, failure to provide a properly completed and duly signed Internal Revenue Service ("IRS") Form W-9 or applicable IRS Form W-8 may result in backup withholding on any consideration paid pursuant to the Offer or the Merger (as defined in the Offer to Purchase) and may result in a penalty imposed by the IRS. Each "U.S. person" (as defined in the instructions accompanying the enclosed IRS Form W-9) receiving consideration is required to provide a correct Taxpayer Identification Number on IRS Form W-9, and to indicate whether the holder is subject to backup withholding. Additionally, each non-U.S. person is required to provide a properly completed and duly executed IRS Form W-8BEN or IRS Form W-8BENE (or other applicable IRS Form W-8). Please see "IMPORTANT TAX INFORMATION".

NOTE: FAILURE TO COMPLETE AND RETURN THE IRS FORM W-9 MAY RESULT IN BACKUP WITHHOLDING OF A PORTION OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE OFFER. PLEASE REVIEW THE "IMPORTANT TAX INFORMATION" SECTION BELOW.

10. Lost, Destroyed, Mutilated or Stolen Share Certificates.

If any Share Certificate has been lost, destroyed, mutilated or stolen, the stockholder should promptly notify Radius' s stock transfer agent, Computershare Trust Company, N.A. at (800) 546-5141. The stockholder will then be instructed as to the steps that must be taken in order to replace the Share Certificate. This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost, mutilated, destroyed or stolen Share Certificates have been followed.

11. Waiver of Conditions.

Subject to the terms and conditions of the Merger Agreement (as defined in the Offer to Purchase) and the applicable rules and regulations of the Securities and Exchange Commission, the conditions of the Offer may be waived by Purchaser in whole or in part at any time and from time to time in its sole discretion.

Share Certificates, or a Book-Entry Confirmation into the Depositary' s account at DTC, as well as this Letter of Transmittal, properly completed and duly executed, with any required signature guarantees, or an Agent' s Message (if utilized in lieu of this Letter of Transmittal in connection with a book-entry transfer), and any other documents required by this Letter of Transmittal, must be received before the Expiration Time.

IMPORTANT TAX INFORMATION

PLEASE COMPLETE AND SUBMIT THE ACCOMPANYING IRS FORM W-9 IF YOU ARE A U.S. PERSON OR THE APPROPRIATE IRS FORM W-8 IF YOU ARE NOT A U.S. PERSON, WHICH SUCH FORM CAN BE OBTAINED FROM THE IRS WEBSITE AT WWW.IRS.GOV. **Please note that a failure to properly complete and return an IRS Form W-9 or IRS Form W-8, as applicable, may subject any payments made to you in connection with this Letter of Transmittal to backup withholding (at the applicable statutory rate (currently 24%)).**

Under current U.S. federal income tax law, a stockholder or assignee that is a non-exempt "U.S. person" (within the meaning of Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended) whose tendered Shares are accepted for payment, or whose Shares are converted in the Merger may be subject to backup withholding (in either case, a "Payee"). In order to avoid such backup withholding, the Payee must provide the Depositary with the Payee' s correct taxpayer identification number ("TIN") and certify under penalties of perjury that such TIN is correct, that such Payee is not subject to such backup withholding and that the Payee is a U.S. person by completing the IRS Form W-9 provided herewith. In general, if the Payee is an individual, the TIN is generally

his or her Social Security Number. If the Depositary is not provided with the correct TIN, the Payee may be subject to penalties imposed by the IRS and any consideration such Payee receives in the Offer or the Merger (as defined in the Offer to Purchase) may be subject to backup withholding at the applicable rate (currently 24%). For further information concerning backup withholding and instructions for completing the IRS Form W-9 (including how to obtain a taxpayer identification number if you do not have one and how to complete the IRS Form W-9 if the Shares are held in more than one name), consult the instructions on the IRS Form W-9.

Certain Payees that are U.S. persons (including, among others, certain corporations) are exempt recipients not subject to these backup withholding requirements. See the enclosed copy of the IRS Form W-9 and the General Instructions to IRS Form W-9. To avoid possible erroneous backup withholding, exempt Payees should indicate their exempt status on the enclosed IRS Form W-9 by furnishing their TIN, entering the appropriate "exempt payee code" box(es) on the form, and signing and dating the form. Each Payee is urged to consult his, her or its tax advisor for more information.

To prevent backup withholding, Payees that are not U.S. persons should (i) submit a properly completed IRS Form W-8BEN or IRS Form W-8BENE (or other applicable IRS Form W-8), or other applicable form, to the Depositary, certifying under penalties of perjury to the Payee' s non-United States status or (ii) otherwise establish an exemption. IRS Form W-8BEN or IRS Form W-8BENE (or other applicable IRS Form W-8), or other applicable forms, may be obtained from the Depositary or from the IRS website at www.irs.gov. Each Payee that is not a U.S. person is urged to consult his, her or its tax advisor for more information.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be allowed as a refund or credit against a Payee' s U.S. federal income tax liability, provided that the required information is timely furnished to the IRS. Please consult your tax advisor for further guidance regarding the completion of IRS Form W-9 or the appropriate version of IRS Form W-8, as applicable, to claim exemption from backup withholding, including which version of IRS Form W-8 you should provide to the Depositary.

NOTE: FAILURE TO COMPLETE AND RETURN THE IRS FORM W-9 OR THE APPROPRIATE IRS FORM W-8 MAY RESULT IN BACKUP WITHHOLDING OF A PORTION OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE OFFER OR THE MERGER. U.S. PERSONS SHOULD REVIEW THE ENCLOSED "GENERAL INSTRUCTIONS" ON IRS FORM W-9 FOR ADDITIONAL DETAILS.

Form **W-9**

(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

u **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/ sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) u _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) u

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester' s name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give* the *Requester* for guidelines on whose number to enter.

Social security number

				-		-				

or

Employer identification number

			-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** u **Date** u

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

Form 1099-INT (interest earned or paid)

Form 1099-DIV (dividends, including those from stocks or mutual funds)

Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

Form 1099-S (proceeds from real estate transactions)

Form 1099-K (merchant card and third party network transactions)

Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

Form 1099-C (canceled debt)

Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later*.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester' s form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

An individual who is a U.S. citizen or U.S. resident alien;

A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

An estate (other than a foreign estate); or

A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;

In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and

In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5.Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3.The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual**. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b.**Sole proprietor or single-member LLC**. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation**. Enter the entity' s name as shown on the entity' s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities**. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner' s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner' s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity' s name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	**THEN check the box for . . .**
Corporation	Corporation
Individual Sole proprietorship, or Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
LLC treated as a partnership for U.S. federal tax purposes, LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
Partnership	Partnership
Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

Generally, individuals (including sole proprietors) are not exempt from backup withholding.

Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1–An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2–The United States or any of its agencies or instrumentalities

3–A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4–A foreign government or any of its political subdivisions, agencies, or instrumentalities

5–A corporation

6–A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7–A futures commission merchant registered with the Commodity Futures Trading Commission

8–A real estate investment trust

9–An entity registered at all times during the tax year under the Investment Company Act of 1940

10–A common trust fund operated by a bank under section 584(a)

11–A financial institution

12–A middleman known in the investment community as a nominee or custodian

13–A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A–An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B–The United States or any of its agencies or instrumentalities

C–A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D–A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E–A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F–A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G–A real estate investment trust

H–A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I–A common trust fund as defined in section 584(a)

J–A bank as defined in section 581

K–A broker

L–A trust exempt from tax under section 664 or described in section 4947(a)(1)

M–A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner' s SSN (or EIN, if the owner has one). Do not enter the disregarded entity' s EIN. If the LLC is classified as a corporation or partnership, enter the entity' s EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov.* You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days. If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester' s trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodialaccount of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantortrust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
For this type of account:	**Give name and SSN of:**
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person' s number must be furnished.

[2] Circle the minor' s name and furnish the minor' s SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

* **Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

Protect your SSN,

Ensure your employer is protecting your SSN, and

Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts. If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027. Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

The Depositary and Paying Agent for the Offer to Purchase is:

If delivering by express mail, courier, or other expedited service:
Computershare Trust Company, N.A.
c/o Voluntary Corporate Actions
PO Box 43011
Providence, RI 02940-3011

If delivery by first class mail:
Computershare Trust Company, N.A.
c/o Voluntary Corporate Actions
150 Royall Street, Suite V
Canton, MA 02021

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY TO THE DEPOSITARY.

Any questions or requests for assistance may be directed to the Information Agent at its telephone numbers and address listed below. Requests for additional copies of the Offer to Purchase and the Letter of Transmittal may be directed to the Information Agent at the telephone numbers and address listed below. You may also contact your broker, dealer, commercial bank or trust company or other nominee for assistance concerning the Offer.

The Information Agent for the Offer is:

Innisfree M&A Incorporated
501 Madison Avenue, 20th Floor
New York, New York 10022
Stockholders may call toll free:
(877) 750-0510
Banks and Brokers may call collect:
(212) 750-5833

Exhibit (a)(1)(C)

Offer to Purchase
All Outstanding Shares of Common Stock
of

Radius Health, Inc.

at
$10.00 per share, net in cash, plus one non-transferable contingent value right per share, which represents the right to receive a contingent cash payment of $1.00 upon the achievement of a specified milestone,
Pursuant to the Offer to Purchase, dated July 13, 2022
by

Ginger Merger Sub, Inc.

a wholly owned subsidiary of

Ginger Acquisition, Inc.

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT
ONE MINUTE AFTER 11:59 P.M., EASTERN TIME,
AT THE END OF THE DAY ON AUGUST 10, 2022
UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

July 13, 2022

To Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees:

Ginger Merger Sub, Inc., a Delaware corporation ("Purchaser") and a wholly owned subsidiary of Ginger Acquisition, Inc., a Delaware corporation ("Parent"), and Parent have appointed Innisfree M&A Incorporated to act as the information agent in connection with Purchaser' s offer to purchase all outstanding shares of common stock, par value $0.0001 per share (the "Shares"), of Radius Health, Inc., a Delaware corporation ("Radius"), in exchange for (x) an amount in cash equal to $10.00, without interest and less applicable tax withholdings (the "Cash Consideration"), and (y) one contractual contingent value right (a "CVR") that will represent the right to receive a contingent payment of $1.00 (without interest thereon) upon the achievement of a specified milestone (the Cash Consideration and one CVR, collectively, the "Offer Price"), on the terms and subject to the conditions set forth in the Offer to Purchase, dated as of July 13, 2022 (as it may be amended or supplemented from time to time, the "Offer to Purchase") and in the related Letter of Transmittal (the "Letter of Transmittal" and, together with the Offer to Purchase and other related materials, as each may be amended or supplemented from time to time, the "Offer") enclosed herewith. Please furnish copies of the enclosed materials to those of your clients for whom you hold Shares registered in your name or in the name of your nominee.

THE BOARD OF DIRECTORS OF RADIUS HAS UNANIMOUSLY RECOMMENDED THAT STOCKHOLDERS ACCEPT THE OFFER AND TENDER ALL OF THEIR SHARES PURSUANT TO THE OFFER.

We urge you to contact your clients promptly. Please note that the Offer and any withdrawal rights will expire at one minute after 11:59 p.m., Eastern Time, at the end of the day on August 10, 2022, which is the date that is 20 business days after the commencement of the Offer (the "Expiration Time"), unless Purchaser has extended the Offer pursuant to and in accordance with the Agreement and Plan of Merger, dated as of June 23, 2022, by and among Parent, Purchaser and Radius (as it may be amended from time to time, the "Merger Agreement") (in which event the "Expiration Time" will mean the latest time and date at which the Offer, as so extended by Purchaser, will expire).

The conditions to the Offer are described in Section 15 of the Offer to Purchase.

For your information and for forwarding to your clients for whom you hold Shares registered in your name or in the name of your nominee, enclosed herewith are copies of the following documents:

1. Offer to Purchase, dated as of July 13, 2022;

2. Letter of Transmittal to be used by stockholders of Radius in accepting the Offer, including Internal Revenue Service Form W-9;

3. Radius' s solicitation/recommendation statement on Schedule 14D-9;

4. a printed form of letter that may be sent to your clients for whose accounts you hold Shares registered in your name or in the name of a nominee, with space provided for obtaining such clients' instructions with regard to the Offer; and

6. return envelope addressed by mail to: Computershare Trust Company, N.A. c/o Voluntary Corporate Actions 150 Royall Street, Suite V Canton, MA 02021.

The Offer is conditioned on, among other things, (i) immediately prior to the expiration of the Offer (as extended in accordance with the Merger Agreement) the number of Shares validly tendered, and not validly withdrawn, is at least one more than 50% of the total number of Shares outstanding at the time of the expiration of the Offer; (ii) immediately prior to the expiration of the Offer (as extended in accordance with the Merger Agreement), any waiting period (and any extensions thereof) and any approvals or clearances applicable to the consummation of the transactions contemplated by the Merger Agreement in accordance with the Hart-Scott-Rodino Antitrust Improvements Act of 1976 have expired or been terminated or obtained, as applicable; and (iii) none of the following events shall have occurred and be continuing: (a) there is pending any suit, action or proceeding by a governmental body seeking to prohibit or otherwise prevent the consummation of the transactions contemplated by the Merger Agreement (as described in more detail in Section 11−"The Transaction Agreements−The Merger Agreement−Representations and Warranties"); (b) there is any statute, rule, regulation, judgment, order or injunction enforced, by or on behalf of a governmental body, to the Offer, the Merger (as defined below) or any other transaction contemplated by the Merger Agreement, or any other action will be taken by any governmental body, that is reasonably expected to result, directly or indirectly, in any of the consequences referenced in clause (a; (c) subject to certain qualifications, the inaccuracy of representations and warranties of Radius under the Merger Agreement, (d) the non-performance and non-compliance in any material respects by Radius of its obligations under the Merger Agreement; (e) the occurrence of a Company Material Adverse Effect (as defined in the Merger Agreement); (f) the failure of the delivery by the Radius to Parent of a certificate signed by an authorized officer of the Radius certifying as to the satisfaction of certain closing conditions by Radius; and (g) the Merger Agreement having been terminated in accordance with its terms. Consummation of the Merger is subject to certain conditions, including: (i) no order, injunction or decree issued by any court or other governmental body, and no statute, rule, regulation, order, injunction, or decree will have been enacted, entered, promulgated, or enforced (and continue to be in effect) by any governmental body that prohibits, enjoins, restricts, prevents or makes illegal the consummation of the transactions contemplated by the Merger Agreement; and (ii) Purchaser has irrevocably accepted for purchase the Shares validly tendered (and not validly withdrawn) pursuant to the Offer. See Section 15−"Conditions to the Offer" of the Offer to Purchase. Neither the consummation of the Offer nor the Merger is subject to any financing condition.

After careful consideration, the board of directors of Radius, among other things, has unanimously (a) determined that it is in the best interests of Radius and its stockholders, and declared it fair and advisable, for Radius to enter into the Merger Agreement, (b) approved the execution and delivery by Radius of the Merger Agreement, the performance by Radius of its covenants and agreements contained therein and the consummation of the Offer and the Merger and the other transactions contemplated thereby upon the terms and subject to the conditions contained therein and (c) resolved, subject to the terms and conditions set forth in the Merger Agreement, to recommend that the stockholders of Radius accept the Offer and tender their Shares to Purchaser pursuant to the Offer.

The Merger Agreement provides, among other things, that as soon as practicable following the consummation of the Offer and subject to the satisfaction or waiver of specified conditions, Purchaser will be merged with and into Radius (the "Merger") in accordance with Section 251(h) of the Delaware General Corporation Law (the "DGCL") without a vote of the holders of the Shares, with Radius continuing as the surviving corporation of the Merger and thereby becoming a wholly owned subsidiary of Parent. At the closing of the Merger, each Share outstanding immediately prior to the effective time of the Merger (other than (a) Shares owned by Parent, Purchaser, Radius, or by any of their direct or indirect wholly owned subsidiaries, immediately prior to the effective time of the Merger, (b) Shares irrevocably accepted for purchase pursuant to the Offer or (c) Shares owned by any stockholders who have properly and validly demanded their appraisal rights in compliance with Section 262 of the DGCL will be automatically converted into the right to receive the Offer Price, without interest and less any required withholding taxes. As a result of the Merger, Radius will cease to be a publicly traded company and will become a wholly owned subsidiary of Parent.

For purposes of the Offer, Purchaser will be deemed to have accepted for payment, and thereby purchased, Shares validly tendered to Purchaser and not validly withdrawn as, if and when Purchaser gives oral or written notice to the Depositary of Purchaser' s acceptance for payment of the Shares in the Offer. In all cases, payment for Shares tendered and accepted for payment pursuant to the Offer will be made only after timely receipt by the Depositary of (a) certificates for such Shares ("Share Certificates") or timely confirmation of a book-entry transfer of such Shares ("Book-Entry Confirmations") into the Depositary' s account at The Depository Trust Company pursuant to the procedures set forth in the Offer to Purchase, (b) a Letter of Transmittal, properly completed and duly executed, with any required signature guarantees (or, in the case of a book-entry transfer, an Agent' s Message (as defined in the Offer to Purchase) in lieu of the Letter of Transmittal) and (c) any other documents required by the Letter of Transmittal. Accordingly, tendering stockholders may be paid at different times depending upon when the Share Certificates or Book-Entry Confirmations with respect to Shares are actually received by the Depositary.

Purchaser is not aware of any jurisdiction in which the making of the Offer or the tender of Shares in connection therewith would not be in compliance with the laws of such jurisdiction. If Purchaser becomes aware of any jurisdiction in which the making of the Offer would not be in compliance with applicable law, Purchaser will make a good faith effort to comply with any such law. If, after such good faith effort, Purchaser cannot comply with any such law, the Offer will not be made to (nor will tenders be accepted from or on behalf of) the holders of Shares residing in such jurisdiction. In those jurisdictions where applicable laws require the Offer to be made by a licensed broker or dealer, the Offer will be deemed to be made on behalf of Purchaser by one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by Purchaser.

In order to tender Shares pursuant to the Offer, a Letter of Transmittal (or a manually executed facsimile thereof), properly completed and duly executed, with any required signature guarantees, (or, in the case of book-entry transfer, an Agent' s Message if submitted in lieu of a Letter of Transmittal), and any other documents required by the Letter of Transmittal, should be sent to and timely received by the Depositary, and either Share Certificates or a timely Book-Entry Confirmation should be delivered, all in accordance with the instructions set forth in the Letter of Transmittal and the Offer to Purchase.

Neither Purchaser nor Parent will pay any fees or commissions to any broker or dealer or other person (other than to Innisfree M&A Incorporated in its capacity as Information Agent and Computershare Trust Company, N.A. in its capacity as the Depositary, as described in the Offer to Purchase) for making solicitations or recommendations in connection with the Offer. You will be reimbursed by Purchaser upon request for customary mailing and handling expenses incurred by you in forwarding the enclosed materials to your customers.

Questions and requests for additional copies of the enclosed materials may be directed to the Information Agent or the undersigned at the address and telephone numbers set forth on the back cover of the enclosed Offer to Purchase.

Very truly yours,

Innisfree M&A Incorporated

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER PERSON THE AGENT OF PURCHASER, PARENT, THE DEPOSITARY OR THE INFORMATION AGENT OR AUTHORIZE YOU OR ANY OTHER PERSON TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION ON BEHALF OF ANY OF THEM WITH RESPECT TO THE OFFER NOT CONTAINED IN THE OFFER TO PURCHASE OR THE LETTER OF TRANSMITTAL.

Exhibit (a)(1)(D)

Offer to Purchase
All Outstanding Shares of Common Stock
of

Radius Health, Inc.

at
$10.00 per share, net in cash, plus one non-transferable contingent value right per share, which represents the right to receive a contingent cash payment of $1.00 upon the achievement of a specified milestone, Pursuant to the Offer to Purchase, dated July 13, 2022
by

Ginger Merger Sub, Inc.

a wholly owned subsidiary of

Ginger Acquisition, Inc.

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT
ONE MINUTE AFTER 11:59 P.M., EASTERN TIME,
AT THE END OF THE DAY ON AUGUST 10, 2022
UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

July 13, 2022

To Our Clients:

Enclosed for your consideration are the Offer to Purchase, dated as of July 13, 2022 (as it may be amended or supplemented from time to time, the "Offer to Purchase"), and the related Letter of Transmittal (the "Letter of Transmittal" and, together with the Offer to Purchase and other related materials, as each may be amended or supplemented from time to time, the "Offer"), relating to the offer by Ginger Merger Sub, Inc., a Delaware corporation ("Purchaser") and a wholly owned subsidiary of Ginger Acquisition, Inc., a Delaware corporation ("Parent"), to purchase all outstanding shares of common stock, par value $0.0001 per share (the "Shares"), of Radius Health, Inc., a Delaware corporation ("Radius"), in exchange for (x) an amount in cash equal to $10.00, without interest and less applicable tax withholdings (the "Cash Consideration"), and (y) one contractual contingent value right (a "CVR") that will represent the right to receive a contingent payment of $1.00 (without interest thereon) upon the achievement of a specified milestone (the Cash Consideration and one CVR, collectively, the "Offer Price"), upon the terms and subject to the conditions set forth in the Offer to Purchase and the Letter of Transmittal.

Also enclosed is Radius' s Solicitation/Recommendation Statement on Schedule 14D-9.

THE BOARD OF DIRECTORS OF RADIUS UNANIMOUSLY RECOMMENDS THAT RADIUS STOCKHOLDERS ACCEPT THE OFFER AND TENDER THEIR SHARES PURSUANT TO THE OFFER.

WE (OR OUR NOMINEES) ARE THE HOLDER OF RECORD OF SHARES HELD BY US FOR YOUR ACCOUNT. A TENDER OF SUCH SHARES CAN BE MADE ONLY BY US AS THE HOLDER OF RECORD AND PURSUANT TO YOUR INSTRUCTIONS. THE LETTER OF TRANSMITTAL IS FURNISHED TO YOU FOR YOUR INFORMATION ONLY AND CANNOT BE USED TO TENDER SHARES FOR YOUR ACCOUNT.

We request instructions as to whether you wish to tender any or all of the Shares held by us for your account according to the terms and conditions set forth in the enclosed Offer.

Your attention is directed to the following:

1. The Offer Price for the Offer is the sum of (x) an amount in cash equal to $10.00, without interest and less applicable tax withholdings, and (y) one contractual contingent value that will represent the right to receive a contingent payment of $1.00 (without interest thereon) upon the achievement of a specified milestone.

2. The Offer is being made for all outstanding Shares.

3. **After careful consideration, the board of directors of Radius, among other things, has unanimously (a) determined that it is in the best interests of Radius and its stockholders, and declared it fair and advisable, for Radius to enter into the Agreement and Plan of Merger, dated as of June 23, 2022, by and among Parent, Purchaser and Radius (as it may be amended from time to time, the "Merger Agreement"), (b) approved the execution and delivery by Radius of the Merger Agreement, the performance by Radius of its covenants and agreements contained therein and the consummation of the Offer and the Merger (as defined below) and the other transactions contemplated thereby upon the terms and subject to the conditions contained therein and (c) resolved, subject to the terms and conditions set forth in the Merger Agreement, to recommend that the stockholders of Radius accept the Offer and tender their Shares to Purchaser pursuant to the Offer.**

4. The Offer is being made pursuant to the Merger Agreement. The Merger Agreement provides, among other things, that as soon as practicable following the consummation of the Offer and subject to the satisfaction or waiver of specified conditions, Purchaser will be merged with and into Radius (the "Merger") in accordance with Section 251(h) of the Delaware General Corporation Law (the "DGCL") without a vote of the holders of the Shares, with Radius continuing as the surviving corporation of the Merger and thereby becoming a wholly owned subsidiary of Parent. At the closing of the Merger, each Share outstanding immediately prior to the effective time of the Merger (other than (a) Shares owned by Parent, Purchaser, Radius, or by any of their direct or indirect wholly owned subsidiaries, immediately prior to the effective time of the Merger, (b) Shares irrevocably accepted for purchase pursuant to the Offer or (c) Shares owned by any stockholders who have properly and validly demanded their appraisal rights in compliance with Section 262 of the DGCL will be automatically converted into the right to receive the Offer Price, without interest and less any required withholding taxes. As a result of the Merger, Radius will cease to be a publicly traded company and will become a wholly owned subsidiary of Parent.

5. THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE MINUTE AFTER 11:59 P.M., EASTERN TIME, AT THE END OF THE DAY ON AUGUST 10, 2022 (THE "EXPIRATION TIME"), UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

6. The Offer is conditioned on, among other things, (i) immediately prior to the expiration of the Offer (as extended in accordance with the Merger Agreement) the number of Shares validly tendered, and not validly withdrawn, is at least one more than 50% of the total number of Shares outstanding at the time of the expiration of the Offer; (ii) immediately prior to the expiration of the Offer (as extended in accordance with the Merger Agreement), any waiting period (and any extensions thereof) and any approvals or clearances applicable to the consummation of the transactions contemplated by the Merger Agreement in accordance with the Hart-Scott-Rodino Antitrust Improvements Act of 1976 have expired or been terminated or obtained, as applicable; and (iii) none of the following events shall have occurred and be continuing: (a) there is pending any suit, action or proceeding by a governmental body seeking to prohibit or otherwise prevent the consummation of the transactions contemplated by the Merger Agreement (as described in more detail in Section 11−"The Transaction Agreements−The Merger Agreement−Representations and Warranties"); (b) there is any statute, rule, regulation, judgment, order or injunction enforced, by or on behalf of a governmental body, to the Offer, the Merger (as defined below) or any other transaction contemplated by the Merger Agreement, or any other action will be taken by any governmental body, that is reasonably expected to result, directly or indirectly, in any of the consequences referenced in clause (a; (c) subject to certain qualifications,

the inaccuracy of representations and warranties of Radius under the Merger Agreement, (d) the non-performance and non-compliance in any material respects by Radius of its obligations under the Merger Agreement; (e) the occurrence of a Company Material Adverse Effect (as defined in the Merger Agreement); (f) the failure of the delivery by the Radius to Parent of a certificate signed by an authorized officer of the Radius certifying as to the satisfaction of certain closing conditions by Radius; and (g) the Merger Agreement having been terminated in accordance with its terms. Consummation of the Merger is subject to certain conditions, including: (i) no order, injunction or decree issued by any court or other governmental body, and no statute, rule, regulation, order, injunction, or decree will have been enacted, entered, promulgated, or enforced (and continue to be in effect) by any governmental body that prohibits, enjoins, restricts, prevents or makes illegal the consummation of the transactions contemplated by the Merger Agreement; and (ii) Purchaser has irrevocably accepted for purchase the Shares validly tendered (and not validly withdrawn) pursuant to the Offer. See Section 15−"Conditions to the Offer" of the Offer to Purchase. Neither the consummation of the Offer nor the Merger is subject to any financing condition.

7. Tendering stockholders will not be obligated to pay brokerage fees or commissions to the Depositary or Innisfree M&A Incorporated, which is acting as the information agent for the Offer, or, except as set forth in Instruction 6 of the Letter of Transmittal, transfer taxes on the tender of Shares in the Offer. However, U.S. federal income tax backup withholding may be required unless an exemption applies and is provided to the Depositary or unless the required taxpayer identification information and certain other certifications are provided to the Depositary. See Instruction 9 of the Letter of Transmittal.

If you wish to have us tender any or all of the Shares held by us for your account, please so instruct us by completing, executing, detaching and returning to us the instruction form on the detachable part hereof. An envelope to return your instructions to us is enclosed. If you instruct us to tender your Shares, all such Shares will be tendered unless otherwise specified on the detachable part hereof.

YOUR INSTRUCTIONS SHOULD BE FORWARDED TO US IN AMPLE TIME TO PERMIT US TO SUBMIT A TENDER ON YOUR BEHALF BEFORE THE EXPIRATION TIME.

In all cases, payment for Shares tendered and accepted for payment pursuant to the Offer will be made only after timely receipt by the Depositary of (a) certificates for such Shares ("Share Certificates") or timely confirmation of a book-entry transfer of such Shares ("Book-Entry Confirmations") into the Depositary' s account at The Depository Trust Company pursuant to the procedures set forth in the Offer to Purchase, (b) a Letter of Transmittal, properly completed and duly executed, with any required signature guarantees (or, in the case of a book-entry transfer, an Agent' s Message (as defined in the Offer to Purchase) in lieu of the Letter of Transmittal) and (c) any other documents required by the Letter of Transmittal. Accordingly, tendering stockholders may be paid at different times depending upon when the Share Certificates or Book-Entry Confirmations with respect to Shares are actually received by the Depositary.

UNDER NO CIRCUMSTANCES WILL INTEREST BE PAID ON THE OFFER PRICE FOR THE SHARES, REGARDLESS OF ANY EXTENSION OF THE OFFER OR ANY DELAY IN MAKING A PAYMENT.

Purchaser is not aware of any jurisdiction in which the making of the Offer or the tender of Shares in connection therewith would not be in compliance with the laws of such jurisdiction. If Purchaser becomes aware of any jurisdiction in which the making of the Offer would not be in compliance with applicable law, Purchaser will make a good faith effort to comply with any such law. If, after such good faith effort, Purchaser cannot comply with any such law, the Offer will not be made to (nor will tenders be accepted from or on behalf of) the holders of Shares residing in such jurisdiction. In those jurisdictions where applicable laws require the Offer to be made by a licensed broker or dealer, the Offer will be deemed to be made on behalf of Purchaser by one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by Purchaser.

INSTRUCTION FORM

with Respect to the
Offer to Purchase
All Outstanding Shares of Common Stock
of

Radius Health, Inc.

at
$10.00 per share, net in cash, plus one non-transferable contingent value right per share, which represents the right to receive a contingent cash payment of $1.00 upon the achievement of a specified milestone, Pursuant to the Offer to Purchase, dated July 13, 2022
by

Ginger Merger Sub, Inc.

a wholly owned subsidiary of

Ginger Acquisition, Inc.

The undersigned acknowledge(s) receipt of your letter, the Offer to Purchase, dated as of July 13, 2022 (as it may be amended or supplemented from time to time, the "Offer to Purchase"), and the related Letter of Transmittal (the "Letter of Transmittal") relating to shares of common stock, par value $0.0001 per share (the "Shares"), of Radius Health, Inc., a Delaware corporation.

This will instruct you to tender the number of Shares indicated below held by you for the account of the undersigned, on the terms and subject to the conditions set forth in the Offer to Purchase and Letter of Transmittal.

The undersigned understands and acknowledges that all questions as to validity, form and eligibility of the surrender of any certificate representing Shares submitted on behalf of the undersigned to Computershare Trust Company, N.A. (the "Depositary") will be determined by Purchaser (which may delegate power in whole or in part to the Depositary) and such determination shall be final and binding.

NUMBER OF SHARES TO BE TENDERED(1)

_____ **Shares**

SIGN HERE

_____
(Signature(s))

_____
Please Type or Print Name(s)

_____
Please Type or Print Name(s)

_____
Area Code and Telephone Number

_____
Tax Identification or Social Security Number

Dated:

(1) Unless otherwise indicated, it will be assumed that all your Shares are to be tendered.

Exhibit (a)(1)(E)

This announcement is neither an offer to purchase nor a solicitation of an offer to sell Shares (as defined below), and the provisions herein are subject in their entirety to the provisions of the Offer (as defined below). The Offer is made solely by the Offer to Purchase, dated as of July 13, 2022, and the related Letter of Transmittal and any amendments or supplements thereto, and is being made to all holders of Shares. The Offer is not being made to (nor will tenders be accepted from or on behalf of) holders of Shares in any jurisdiction in which the making of the Offer or the acceptance thereof would not be in compliance with the securities, "blue sky" or other laws of such jurisdiction. In those jurisdictions where applicable laws require the Offer to be made by a licensed broker or dealer, the Offer will be deemed to be made on behalf of Purchaser (as defined below) by one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by Purchaser.

Notice of Offer to Purchase for Cash
All Outstanding Shares of Common Stock

of

Radius Health, Inc.

at

$10.00 per share, net in cash, plus one non-transferable contingent value right per share, which represents the right to receive a contingent cash payment of $1.00 upon the achievement of a specified milestone

Pursuant to the Offer to Purchase, dated July 13, 2022

by

Ginger Merger Sub, Inc.

a wholly owned subsidiary of

Ginger Acquisition, Inc.

Ginger Merger Sub, Inc., a Delaware corporation ("Purchaser") and a wholly owned subsidiary of Ginger Acquisition, Inc., a Delaware corporation ("Parent"), is offering to purchase all of the outstanding shares of common stock, par value $0.0001 per share (the "Shares"), of Radius Health, Inc., a Delaware corporation ("Radius"), in exchange for (x) an amount in cash equal to $10.00, without interest and less any applicable withholding taxes (the "Cash Consideration") and (y) one contractual contingent value right (a "CVR") that will represent the right to receive a contingent payment of $1.00 (without interest thereon) upon the achievement of a milestone condition pursuant to a Contingent Value Rights Agreement (the "CVR Agreement") to be entered into between Parent and a rights agent selected by Parent and reasonably acceptable to Radius, if any, at the times provided for in the CVR Agreement (the Cash Consideration and one CVR, collectively, the "Offer Price"), upon the terms and subject to the conditions set forth in the Offer to Purchase, dated as of July 13, 2022 (as it may be amended or supplemented from time to time, the "Offer to Purchase") and in the related Letter of Transmittal (the "Letter of Transmittal" and, together with the Offer to Purchase and other related materials, as each may be amended or supplemented from time to time, the "Offer").

Tendering stockholders who are record owners of their Shares and who tender directly to Computershare Trust Company N.A., the depositary and paying agent for the Offer (the "Depositary"), will not be obligated to pay brokerage fees or commissions or, except as otherwise provided in Instruction 6 of the Letter of Transmittal, stock transfer taxes with respect to the purchase of Shares by Purchaser pursuant to the Offer. Stockholders who hold their Shares through a broker, dealer, commercial bank, trust company or other nominee should consult with these institutions as to whether they charge any service fees or commissions.

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE MINUTE AFTER 11:59 P.M. EASTERN TIME ON AUGUST 10, 2022 UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

The Offer is being made pursuant to the Agreement and Plan of Merger, dated as of June 23, 2022, by and among Parent, Purchaser and Radius (as it may be amended from time to time, the "Merger Agreement"). The Merger Agreement provides, among other things, that as soon as practicable following the consummation of the Offer and subject to the satisfaction or waiver of specified conditions, Purchaser will be merged with and into Radius (the "Merger") in accordance with Section 251(h) of the Delaware General Corporation Law (the "DGCL") without a vote of the holders of the Shares, with Radius continuing as the surviving corporation of the Merger and thereby becoming a wholly owned subsidiary of Parent. At the closing of the Merger ("the "Closing"), each Share issued and outstanding immediately prior to the effective time of the Merger (other than (i) each Share held in the treasury of Radius or owned by Radius or any direct or indirect wholly owned subsidiary of Radius and each Share owned by Parent, Purchaser or any direct or indirect wholly owned subsidiary of Parent or Purchaser immediately prior to the effective time of the Merger or (ii) Shares outstanding immediately prior to the effective time of the Merger and held by a stockholder who is entitled to demand, and properly demands, appraisal for such

Shares in accordance with Section 262 of the DGCL) will be converted into the right to receive the Offer Price, without interest. As a result of the Merger, Radius will cease to be a publicly traded company and will become a wholly owned subsidiary of Parent.

Consummation of the Offer is subject to certain conditions, including, (i) immediately prior to the expiration of the Offer (as extended in accordance with the Merger Agreement) the number of Shares validly tendered, and not validly withdrawn, is at least one more than 50% of the total number of Shares outstanding at the time of the expiration of the Offer (the "Minimum Condition"), (ii) immediately prior to the expiration of the Offer (as extended in accordance with the Merger Agreement), any waiting period (and any extensions thereof) and any approvals or clearances applicable to the consummation of the transactions contemplated by the Merger Agreement in accordance with the Hart-Scott-Rodino Antitrust Improvements Act of 1976 ("HSR Act") have expired or been terminated or obtained, as applicable, and (iii) none of the following events shall have occurred and are continuing: (a) there is pending any suit, action or proceeding by a governmental body seeking to prohibit or otherwise prevent the consummation of the transactions contemplated by the Merger Agreement (as described in more detail in Section 11−"The Transaction Agreements−The Merger Agreement" of the Offer to Purchase); (b) there is any statute, rule, regulation, judgment, order or injunction enforced, by or on behalf of a governmental body, to the Offer, the Merger or any other transaction contemplated by the Merger Agreement, or any other action will be taken by any governmental body, that is reasonably expected to result, directly or indirectly, in any of the consequences referenced in clause (a); (c) subject to certain qualifications, the inaccuracy of representations and warranties of Radius under the Merger Agreement, (d) the non-performance and non-compliance in any material respects by Radius of its obligations under the Merger Agreement; (e) the occurrence of a Company Material Adverse Effect (as defined in the Merger Agreement); (f) the failure of the delivery by Radius to Parent of a certificate signed by an authorized officer of Radius certifying as to the satisfaction of certain closing conditions by Radius; and (g) the Merger Agreement having been terminated in accordance with its terms (the "Termination Condition"). The Offer is also subject to other conditions as described in the Offer to Purchase (collectively, the "Offer Conditions"). See Section 15−"Conditions to the Offer" of the Offer to Purchase. Neither the consummation of the Offer nor the Merger is subject to any financing condition.

The Offer will expire at one minute after 11:59 p.m. Eastern Time on August 10, 2022, which is the date that is 20 business days after the commencement of the Offer (the "Expiration Time"), unless Purchaser has extended the Offer pursuant to and in accordance with the terms of the Merger Agreement (in which event the "Expiration Time" will mean the latest time and date at which the Offer, as so extended by Purchaser, will expire). The time of acceptance for payment by Purchaser of all Shares validly tendered and not validly withdrawn in the Offer pursuant to and subject to the conditions of the Offer is referred to as the "Acceptance Time."

THE BOARD OF DIRECTORS OF RADIUS UNANIMOUSLY RECOMMENDS THAT RADIUS STOCKHOLDERS ACCEPT THE OFFER AND TENDER THEIR SHARES PURSUANT TO THE OFFER.

After careful consideration, the board of directors of Radius, among other things, has unanimously (a) determined that it is in the best interests of Radius and its stockholders, and declared it fair and advisable, for Radius to enter into the Merger Agreement, (b) adopted and approved the execution and delivery by Radius of the Merger Agreement, the performance by Radius of its covenants and agreements contained therein and the consummation of the Offer and the Merger and the other transactions contemplated thereby upon the terms and subject to the conditions contained therein and (c) resolved, subject to the terms and conditions set forth in the Merger Agreement, to recommend that the stockholders of Radius accept the Offer and tender their Shares to Purchaser pursuant to the Offer.

The Merger Agreement contains provisions that govern the circumstances in which Purchaser must or is permitted or required to extend the Offer. The Merger Agreement provides that, unless the Merger has been terminated in accordance with its terms, Purchaser must, and Parent shall cause Purchaser to, extend the Offer for successive extension periods of up to ten business days, if, as of the applicable Expiration Date, any of the Offer Conditions other than the Minimum Condition, is not satisfied, in order to permit the satisfaction of such Offer Conditions. In addition, Purchaser must, and Parent shall cause Purchaser to, extend the Offer for no more than three successive extension periods of up to ten business days each, if, at the applicable Expiration Date, (x) there has not been a Change of Board recommendation (as defined in Section 11−"The Transaction Agreements−The Merger Agreement" of the Offer to Purchase), (y) each Offer Condition other than the Minimum Condition is capable of being satisfied or waived (if permitted under the Merger Agreement), and (z) the Minimum Condition is not satisfied, in order to permit the satisfaction of the Minimum Condition. Purchaser must, and Parent shall cause Purchaser to, extend the Offer for any extension period required by any law, any injunction or decree issued by any governmental body, or any rule, regulation or interpretation of the U.S. Securities and Exchange Commission (the "SEC"), its staff or Nasdaq Global Market or its staff, in any such case which is applicable to the Offer. In addition, Purchaser must, and Parent shall cause Purchaser to, extend the Offer for successive extension periods of up to ten business days, if as of the applicable Expiration Date, waiting period (or any extensions thereof) or any approvals or clearances applicable to the Offer or the consummation of the Merger in accordance with the HSR Act have not expired, been terminated or obtained, as applicable.

Further, the Merger Agreement provides that Purchaser, without Radius' consent, may extend the Offer for additional periods of up to ten business days per extension period (or a longer extension period as approved in advance by Radius), if, as of the Expiration Date, any Offer Condition is not satisfied and has not been waived by Parent and Purchaser in writing, in order to permit the satisfaction of such Offer Condition. In addition, Purchaser, without Radius' consent, may extend the Offer for additional periods of up to ten business days per extension period (or a longer extension period as approved in advance by Radius), if (x) all of the Offer Conditions have been satisfied or waived, (y) the full amount of the Debt Financing (as defined in the Offer to Purchase) necessary to pay the cash consideration and any fees and expenses due at the Closing has not been funded and will not be funded at the Acceptance Time, and (z) Parent and Purchaser acknowledge and agree that Radius may terminate the Merger Agreement in accordance with and upon the satisfaction of the requirements set forth in the Merger Agreement and receive the Parent Termination Fee (as described in Section 11−"The Transaction Agreements−The Merger Agreement" of the Offer to Purchase) pursuant to the Merger Agreement to permit the funding of the full amount of the Debt Financing necessary to pay the Financing Amount (as defined in the Merger Agreement). However, in no event will Purchaser be required to extend the Offer beyond December 23, 2022. If we extend the Offer, the extension will extend the time that you will have to tender (or withdraw) your Shares.

Parent and Purchaser reserve the right to waive any of the Offer Conditions, to increase the Offer Price (subject to Radius' prior consent for any increase of less than $0.10) and to make any other changes in the Offer. However, without the prior written consent of Radius, Parent and Purchaser are not permitted to (a) decrease the Offer Price, (b) change the form of consideration payable in the Offer, (c) decrease the number of Shares sought in the Offer, (d) amend, modify or waive the Minimum Condition, (e) extend the initial expiration date of the Offer, which will be one minute after 11:59 p.m. Eastern Time on the twentieth (20th) business day (calculated in accordance with the Exchange Act) following (and including the day of) the commencement of the Offer (this date, or such later time and date to which the Offer has been extended in accordance with the Merger Agreement, the "Expiration Date"), except as required or permitted by the terms of the Merger Agreement, (f) impose additional conditions to, or amend, modify or waive the conditions to the Offer in a manner adverse to, Radius stockholders, or (g) provide for a "subsequent offering period" in accordance with Rule 14d-11 promulgated under the Exchange Act, except as permitted under the Merger Agreement.

Any extension, termination or amendment of the Offer will be followed as promptly as practicable by public announcement thereof, and such announcement in the case of an extension will be made no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Time.

Because the Merger will be effected in accordance with Section 251(h) of the DGCL, no vote of the holders of the Shares will be required to consummate the Merger. Following the Acceptance Time and subject to the satisfaction of the remaining conditions set forth in the Merger Agreement, Purchaser and Radius will consummate the Merger as soon as practicable. We do not expect there to be a significant period of time between the Acceptance Time and the consummation of the Merger. For purposes of the Offer, Purchaser will be deemed to have accepted for payment, and thereby purchased, Shares validly tendered and not validly withdrawn as, if and when Purchaser gives oral or written notice to the Depositary of Purchaser' s acceptance for payment of such Shares pursuant to the Offer. Upon the terms set forth in the Merger Agreement and subject to the Offer Conditions, payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the Offer Price for such Shares with the Depositary, which will act as agent for tendering stockholders for the purpose of receiving payments from Purchaser and transmitting payments to tendering stockholders whose Shares have been accepted for payment. If Purchaser extends the Offer, is delayed in its acceptance for payment of Shares or is unable to accept Shares for payment pursuant to the Offer for any reason, then, without prejudice to Purchaser' s rights under the Offer and the Merger Agreement, the Depositary may, nevertheless, on behalf of Purchaser, retain tendered Shares, and such Shares may only be withdrawn to the extent that tendering stockholders are entitled to withdrawal rights as described under Section 4−"Withdrawal Rights" of the Offer to Purchase and as otherwise required by Rule 14e-1(c) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Under no circumstances will interest be paid on the Offer Price for any Shares, regardless of any extension of the Offer or any delay in making payment for Shares.

In all cases, payment for Shares tendered and accepted for payment pursuant to the Offer will be made only after (a) timely receipt by the Depositary of certificates for such Shares ("Share Certificates") or timely confirmation of the book-entry transfer of such Shares ("Book-Entry Confirmations") into the Depositary' s account at The Depository Trust Company ("DTC") pursuant to the procedures set forth in the Offer to Purchase, (b) a Letter of Transmittal, properly completed and duly executed, with any required signature guarantees (or, in the case of a book-entry transfer, an Agent' s Message (as defined in the Offer to Purchase) in lieu of the Letter of Transmittal) and (c) any other documents required by the Letter of Transmittal. Accordingly, tendering stockholders may be paid at different times depending upon when Share Certificates or Book-Entry Confirmations with respect to Shares are actually received by the Depositary. Under no circumstances will interest be paid on the Offer Price for any Shares, regardless of any extension of the Offer or any delay in making payment for the Shares.

Shares tendered pursuant to the Offer may be withdrawn at any time prior to the Expiration Time. Thereafter, tenders are irrevocable, except that if Purchaser has not accepted the Shares for payment by Purchaser within 60 days after the commencement of the Offer, then such shares may also be withdrawn at any time after September 11, 2022, which is the 60th day after the date of the commencement of the Offer, until Purchaser accepts the Shares for payment.

For a withdrawal to be effective, a written notice of withdrawal must be timely received by the Depositary at one of its addresses set forth on the back cover page of the Offer to Purchase. The notice of withdrawal must specify the name of the person who tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of such Shares, if different from that of the person who tendered such Shares. If Share Certificates evidencing Shares to be withdrawn have been delivered or otherwise identified to the Depositary, then, prior to the physical release of such Share Certificates, the serial numbers shown on such Share Certificates must be submitted to the Depositary and the signature(s) on the notice of withdrawal must be guaranteed by an Eligible Institution (as defined in the Offer to Purchase), unless such Shares have been tendered for the account of an Eligible Institution. If Shares have been tendered pursuant to the procedure for book entry transfer as set forth in Section 3−"Procedures for Accepting the Offer and Tendering Shares" of the Offer to Purchase, any notice of withdrawal must also specify the name and number of the account at DTC to be credited with the withdrawn Shares. See Section 4−"Withdrawal Rights" of the Offer to Purchase.

If Purchaser extends the Offer, is delayed in its acceptance for payment of Shares or is unable to accept Shares for payment pursuant to the Offer for any reason, then, without prejudice to Purchaser' s rights under the Offer, the Depositary may, nevertheless, on behalf of Purchaser, retain tendered Shares, and such Shares may not be withdrawn except to the extent that tendering stockholders are entitled to withdrawal rights as described in the Offer to Purchase and as otherwise required by Rule 14e1(c) under the Exchange Act.

Withdrawals of Shares may not be rescinded. Any Shares withdrawn will thereafter be deemed not to have been validly tendered for purposes of the Offer. However, withdrawn Shares may be re-tendered following one of the procedures described in the Offer to Purchase at any time prior to the Expiration Time.

All questions as to the form and validity (including time of receipt) of any notice of withdrawal will be determined by Purchaser, in its sole discretion, whose determination will be final and binding. None of Parent, Purchaser, Radius, the Depositary, the Information Agent or any other person will be under any duty to give notice of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give any such notification.

As of the date hereof, there is not intended to be a "subsequent offering period" (as defined in Rule 14d-1 of the Exchange Act) for the Offer.

The information required to be disclosed by paragraph (d)(1) of Rule 14d-6 of the General Rules and Regulations promulgated under the Exchange Act is contained in the Offer to Purchase and is incorporated herein by reference.

Radius has provided Purchaser with its stockholder list and security position listings for the purpose of disseminating the Offer to Purchase, the Letter of Transmittal and other related materials to holders of Shares. The Offer to Purchase and the Letter of Transmittal will be mailed to record holders of Shares whose names appear on the stockholder list provided to Purchaser by Radius and will be furnished, for subsequent transmittal to beneficial owners of Shares, to brokers, dealers, commercial banks, trust companies and similar persons whose nominees, or the names of whose nominees, appear on the stockholder list or, if applicable, who are listed as participants in a clearing agency' s security position listing for subsequent transmittal to beneficial owners of Shares.

The exchange of Shares for the Offer Price pursuant to the Offer or the Merger will be a taxable transaction for U.S. federal income tax purposes. See Section 5−"Material United States Federal Income Tax Consequences" of the Offer to Purchase for a more detailed discussion of the tax treatment of the Offer and the Merger. **Each holder of Shares should consult with its tax advisor as to the particular tax consequences to such holder of exchanging Shares for cash in the Offer or the Merger.**

The Offer to Purchase, the Letter of Transmittal and the other related tender offer documents contain important information. Holders of Shares should carefully read such documents in their entirety before any decision is made with respect to the Offer.

Questions or requests for assistance or copies of the Offer to Purchase, the Letter of Transmittal, and other tender offer materials should be directed to the Information Agent at its telephone numbers and address set forth below. Such copies may be furnished at Purchaser' s expense. Additionally, copies of this Offer to Purchase, the Letter of Transmittal and any other material related to the Offer may be obtained at the website maintained by the SEC at www.sec.gov. Stockholders may also contact brokers, dealers, commercial banks, trust companies or other nominees for assistance concerning the Offer. Neither Parent nor Purchaser will pay any fees or commissions to any broker or dealer or to any other person (other than to the Depositary and the Information Agent) in connection with the solicitation of tenders of Shares pursuant to the Offer. Brokers, dealers, commercial banks, trust companies and other nominees will, upon request, be reimbursed by Purchaser for customary mailing and handling expenses incurred by them in forwarding the Offer materials to their customers.

The Information Agent for the Offer is:

Innisfree M&A Incorporated

501 Madison Avenue, 20th Floor
New York, New York 10022

Stockholders may call toll free: (877) 750-0510
Banks and Brokers may call collect: (212) 750-5833

July 13, 2022

Exhibit (b)
Execution Version

ORBIMED ROYALTY & CREDIT
OPPORTUNITIES III, LP
AND
ORBIMED ROYALTY & CREDIT
OPPORTUNITIES IV, LP
601 Lexington Avenue, 54th Floor
New York, NY 10022

Highly Confidential

June 23, 2022

Ginger Acquisition, Inc.
Ginger Merger Sub, Inc.
c/o Gurnet Point Capital
55 Cambridge Parkway, Suite 401
Cambridge MA 02142

Attention: Adam Dilluvio

PROJECT GINGER
$350,000,000 Senior Secured Term Facility
Commitment Letter

Ladies and Gentlemen:

You have advised OrbiMed Royalty & Credit Opportunities III, LP and OrbiMed Royalty & Credit Opportunities IV, LP (collectively, "**OrbiMed**" and together with each other person, if any, added as a "Commitment Party" after the date of this Commitment Letter, "**we**" or "**us**" and each, a "**Commitment Party**") that Ginger Acquisition, Inc. and Ginger Merger Sub, Inc., each a domestic entity ("**you**") formed at the direction of Gurnet Point Capital, LLC and/or its affiliates (collectively, and together with any investment funds controlled or advised by the foregoing entities, the "**Sponsor**"), intends directly or indirectly, to acquire a business previously identified to us and code named "Ginger" ("**Target**"; the Target and its subsidiaries, the "**Acquired Business**") and to consummate the other transactions described in Exhibit A hereto. Capitalized terms used but not defined herein have the meanings assigned to them in the Exhibits and other attachments hereto.

1. *Commitments*.

In connection with the Transactions, each Commitment Party commits to provide that percentage of the Senior Secured Term Facility set forth opposite its name on Schedule I (the "**Commitment Schedule**") to this Commitment Letter (each Commitment Party providing such a commitment, an "**Initial Lender**").

The Senior Secured Term Facility will contain the terms set forth on the applicable Term Sheet attached to this Commitment Letter, and the commitments of each Initial Lender are subject only to the satisfaction or waiver by the Lead Arrangers of the Financing Conditions. The commitments of the Commitment Parties with respect to the Senior Secured Term Facility shall be on a several, and not joint and several, basis. This commitment letter, together with the Term Sheets and the other attachments hereto and thereto, is referred to herein as this "**Commitment Letter**." This Commitment Letter and the Fee Letter, together, are referred to herein as the "**Commitment Papers**."

2. ***Titles and Roles.***

In connection with the Transactions, each Commitment Party (acting alone or through or with affiliates selected by it) will act with and have the title(s) and in the role(s) set forth opposite its name with respect to the Senior Secured Term Facility on the Commitment Schedule. Each Commitment Party identified on the Commitment Schedule as a Lead Arranger for the Senior Secured Term Facility, together with each person (if any) that becomes a Lead Arranger after the date of this Commitment Letter for the Senior Secured Term Facility, is referred to in the Commitment Papers as, a "**Lead Arranger**" and collectively as the "**Lead Arrangers**". Each Commitment Party appointed as a "Left Lead Arranger" for the Senior Secured Term Facility on the Commitment Schedule will appear on the top left of the cover page of all marketing materials for the Senior Secured Term Facility and will hold the roles and responsibilities conventionally understood to be associated with such name placement.

Other than as may be separately agreed, no other agents, co-agents, lead arrangers, co-arrangers, bookrunners, managers or co-managers will be appointed, no other titles will be awarded and no compensation to any of the foregoing or any Initial Lender (other than compensation expressly contemplated by the Commitment Papers) will be paid in order to obtain a commitment with respect to any Facility unless you and we agree.

3. ***Information.***

You hereby represent (prior to the Closing Date, with respect to information provided by or concerning the Acquired Business or its operations or assets, to your knowledge) that,

(a) all written information and written data (other than the Projections and information of a general economic or industry nature (the "**Information**")) that has been or will be made available to the Commitment Parties by or on behalf of you, when taken as a whole, is or will be correct in all material respects and does not or will not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (after giving effect to all supplements and updates thereto); and

(b) any projections provided in connection with the Senior Secured Term Facility (together with any financial estimates, forecasts and other forward-looking information, the "**Projections**") that have been or will be made available to the Commitment Parties by or on behalf of you, when taken as a whole, have been or will be prepared, in good faith based upon assumptions that are believed by you to be reasonable at the time made and at the time any such Projections are delivered to the Commitment Parties; it being understood that (1) Projections are not to be viewed as facts, (2) Projections are subject to significant uncertainties and contingencies, many of which are beyond the control of you, the Acquired Business or the Sponsor, (3) no assurance can be given that any particular Projections will be realized, and (4) actual results may differ and such differences may be material.

You agree that, if at any time prior to the Closing Date, you become aware that any of the representations in the preceding sentence would be incorrect in any material respect if the Information and Projections were being furnished, and such representations were being made, at such time, then you will, and will use your commercially reasonable efforts to cause the Acquired Business to, supplement the Information and the Projections so that such representations will be correct in all material respects under those circumstances. In arranging the Senior Secured Term Facility, the Commitment Parties will be entitled to use and rely on the Information and the Projections without responsibility for independent verification thereof, and the Commitment Parties do not assume responsibility for the accuracy or completeness of the Information or Projections. For the avoidance of doubt, the accuracy of the representations set forth above is not a condition precedent to the commitments hereunder or the funding of the Senior Secured Term Facility on the Closing Date.

4. ***Fees.***

As consideration for the commitments of each Initial Lender and each Lead Arranger' s and other agents' agreements to perform the services described herein, you agree to pay the fees set forth in the Fee Letter dated the date hereof and delivered in connection with the Senior Secured Term Facility (the "Fee Letter" and together with the Commitment Letter, the "Commitment Papers"). Once paid, such fees will not be refundable under any circumstances, except as otherwise contemplated by the Fee Letter or otherwise agreed in writing by the parties hereto.

5. ***Conditions Precedent.***

The commitments of each Initial Lender with respect to the Senior Secured Term Facility and each Lead Arranger' s and each agent' s agreements to perform the services described herein are subject to the satisfaction (or waiver by the Lead Arrangers) of only the conditions precedent set forth on the Exhibit to this Commitment Letter labeled "Conditions Annex" (such conditions, the "**Financing Conditions**" and such exhibit, the "**Conditions Annex**").

Notwithstanding anything in the Commitment Papers, the Facilities Documentation (as defined in Exhibit C) or any other agreement or other undertaking concerning the financing of the Transactions to the contrary, the following provisions (the "**Certain Funds Provisions**") will apply:

(a) the only representations and warranties, the making and accuracy of which will be a condition to the initial availability of the Senior Secured Term Facility on the Closing Date, will be the Acquisition Agreement Representations and the Specified Representations; *provided*, that a failure of an Acquisition Agreement Representation to be accurate will not result in a failure of a Financing Condition, unless such failure results in a failure of a condition precedent to your obligation to consummate the Acquisition pursuant to the terms of the Acquisition Agreement or such failure gives you the right (taking into account any notice and cure provisions) to terminate your obligation to consummate the Acquisition pursuant to the terms of the Acquisition Agreement;

(b) the terms of the Facilities Documentation and the Closing Deliverables (as defined in Exhibit C) will be subject to the applicable Documentation Principles, will contain no conditions to the initial funding of (or provision of commitments under) the Senior Secured Term Facility other than the Financing Conditions, and in any event will be in a form such that they do not impair the availability of the Senior Secured Term Facility on the Closing Date if the Financing Conditions are satisfied (or waived by the Lead Arrangers); it being understood that, (i) the attachment and perfection of any lien on Collateral (other than Collateral consisting of personal property in which a valid lien may be created pursuant to Article 9 of the New York UCC, "**Personal Property Collateral**" or by the delivery of stock or other equity certificates of a subsidiary of Target that is part of the Collateral to the extent such stock certificates are in your possession or obtainable by you on the Closing Date (*provided* that such certificates will be required to be delivered on the Closing Date only to the extent actually received from the Target after your use of commercially reasonable efforts to obtain such certificate; *provided further* that any such stock certificates not delivered on the Closing Date shall be required to be delivered on or prior to the date that is 30 days after the Closing Date (or such later date after the Closing Date as the Administrative Agent shall agree in its sole, reasonable discretion)) securing a Facility is not a condition precedent to the availability of any Facility, will not affect the size of any Facility and the failure of any lien on the Collateral to attach or be perfected on the Closing Date will not result in a default or event of default under any Facility and (ii) if any lien on Collateral securing a secured Facility does not attach or become perfected on the Closing Date after your use of commercially reasonable efforts to do so, such attachment or such perfection will not constitute a condition precedent to the availability of any Facility and will not affect the size of any Facility and will not result in a default or event of default under any Facility, but will be required within 90 days after the Closing Date (subject to extensions that may be agreed to by the Administrative Agent with respect to Initial Senior Secured Term Facility on the Closing Date); *provided* that the foregoing will not limit the conditions precedent set forth in Sections 5(b) and 5(d) of the Conditions Annex requiring the authorization of "all asset" UCC filings and delivery of certain equity securities constituting Collateral;

(c) there are no conditions (implied or otherwise) to the commitments and agreements hereunder (including compliance with the terms of the Commitment Papers or the Facilities Documentation), other than the Financing Conditions, and upon satisfaction (or waiver by the Lead Arrangers) of the Financing Conditions, each Administrative Agent, each Collateral Agent, each Lender and each other party thereto will execute and deliver the Facilities Documentation to which it is a party and the initial funding under the Senior Secured Term Facility will occur; and

(d) the execution and delivery by the Acquired Business (the "**Target Loan Parties**") of the Facilities Documentation to which it is required to be a party on the Closing Date shall be accomplished under escrow arrangements pursuant to which the Target Loan Parties' signature pages are provided to the applicable Administrative Agent for each Facility before (or coincident with) the time the Merger is consummated in accordance with the Acquisition Agreement (the "**Merger Effective Time**"), and such signature pages (and the Facilities Documentation and related deliverables to which the Target Loan Parties are parties) are automatically released from escrow to such Administrative Agent concurrently with the Merger Effective Time and the adoption of related authorizing resolutions. The Target Loan Parties' signature pages may be executed by individuals that will be officers and/or directors of a Target Loan Parties upon consummation of the Merger, whether or not such individuals are officers and/or directors of such entities prior to the consummation of the Merger so long as such individuals are authorized in such capacity at the time such signature pages are released from the applicable escrow arrangements.

"**Acquisition Agreement Representations**" means each of the representations and warranties made by the Acquired Business in the Acquisition Agreement as are material to the interests of the Lenders, to the extent that you (or your affiliates) have the right (taking into account any applicable notice or cure provisions) to terminate your (or your affiliates') obligations under the Acquisition Agreement or decline to consummate the Acquisition (in each case, in accordance with the terms of the Acquisition Agreement) as a result of a breach of such representations and warranties in the Acquisition Agreement.

"**Specified Representations**" means the representations and warranties of the Borrower and Holdings set forth in the Facilities Documentation relating to their organizational existence, organizational power and authority (only as to execution, delivery and performance of the applicable Facilities Documentation and the extensions of credit thereunder), their due authorization, execution, delivery and enforceability (against them) of the applicable Facilities Documentation, solvency on a consolidated basis as of the Closing Date (consistent with the solvency certificate attached to this Commitment Letter), no conflicts of Facilities Documentation with their charter documents (as will be in effect upon consummation of, or immediately after consummation of, the Merger and the adoption of any related resolutions), compliance of the Transactions with Federal Reserve margin regulations, the Investment Company Act and the Patriot Act, use of proceeds not violating OFAC, FCPA and applicable sanctions and anti-money laundering laws and attachment and perfection of security interests in the Collateral (subject to Permitted Liens and the Certain Funds Provisions).

6. ***Indemnification; Expenses.***

You agree to indemnify and hold harmless each Commitment Party and its affiliates and controlling persons and the respective officers, directors, employees, partners, agents and representatives of each of the foregoing and their successors and permitted assigns (each, an "**Indemnified Person**") to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities and expenses, joint or several, excluding in each case lost profits, to which any such Indemnified Person may become subject arising out of, resulting from or in connection with the Commitment Papers, the Transactions or the Senior Secured Term Facility, or any claim, litigation, investigation or proceeding (each, an "**Action**") relating to any of the foregoing, regardless of whether any such Indemnified Person is a party thereto and whether or not such Action is brought by you, your equity holders, affiliates, creditors or any other person, and to reimburse each such Indemnified Person, promptly after receipt of a written request, together with customary backup documentation in reasonable detail, for any reasonable and documented out-of-pocket legal expenses or other reasonable and documented

out-of-pocket expenses incurred in connection with investigating or defending any of the foregoing; *provided*, that the foregoing indemnity will not apply to losses, claims, damages, liabilities or expenses to the extent (a) resulting from the willful misconduct or gross negligence of an Indemnified Person or any Related Indemnified Persons, (b) arising from a material breach of the obligations of an Indemnified Person or any Related Indemnified Persons under the Commitment Papers or the Facilities Documentation, including the failure to fund the Senior Secured Term Facility upon satisfaction of the Financing Conditions (in the case of clauses (a) and (b) as determined by a court of competent jurisdiction in a final and non-appealable judgment) or (c) arising from any dispute among Indemnified Persons or any Related Indemnified Persons of the foregoing, other than any Actions against any Commitment Party in its capacity as, or in fulfilling its role as, an Administrative Agent or other agency role under any Facility. Notwithstanding any other provision of this Commitment Letter, except to the extent resulting from the willful misconduct or gross negligence of (or breach of the Commitment Papers by) such Indemnified Person or any Related Indemnified Persons of the foregoing (as determined by a court of competent jurisdiction in a final and non-appealable judgment), no Indemnified Person will be liable for any damages arising from the use by others of information or other materials obtained through electronic, telecommunications or other information transmission systems (including the Platform) and neither any Indemnified Person, nor you or the Acquired Business (or any of their respective directors, officers, employees, controlling persons, affiliates or agents) will be liable for any indirect, special, punitive or consequential damages in connection with the Commitment Papers, the Senior Secured Term Facility, the Transactions (including the Senior Secured Term Facility and the use of proceeds thereunder), or with respect to any activities or other transactions related to the Senior Secured Term Facility; *provided*, that this sentence shall not limit your indemnification or reimbursement obligations set forth herein to the extent such special, indirect, punitive or consequential damages are included in any third party claim in connection with which such Indemnified Person is entitled to indemnification hereunder. Notwithstanding anything in the Commitment Papers, you will have no obligation to indemnify any Indemnified Person for income taxes (or similar taxes) incurred by such person in connection with the fees or other compensation such person received in connection with the Commitment Papers; *provided* that this sentence shall not limit your indemnification obligations and other obligations with respect to withholding taxes and other taxes after the Closing Date pursuant to the Facilities Documentation. You will not be liable for any settlement of any Action effected without your prior written consent (such consent not to be unreasonably withheld or delayed), but, if settled with your written consent or if there is a final judgment in any such Actions, you agree to indemnify and hold harmless each Indemnified Person from and against any and all losses, claims, damages, liabilities and expenses by reason of such settlement or judgment in accordance with the indemnification provisions of this Commitment Letter. You will not, without the prior written consent of an Indemnified Person, effect any settlement of any Action in respect of which indemnity could have been sought hereunder by such Indemnified Person unless such settlement (i) includes an unconditional release of such Indemnified Person from all liability on claims that are the subject matter of such Actions and (ii) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of such Indemnified Person.

For purposes hereof, a "**Related Indemnified Person**" of an Indemnified Person means (a) any controlling person or controlled affiliate of such Indemnified Person, (b) the respective directors, partners, officers, or employees of such Indemnified Person or any of its controlling persons or controlled affiliates and (c) the respective agents of such Indemnified Person or any of its controlling persons or controlled affiliates, in the case of this clause (c), acting at the instructions of such Indemnified Person, controlling person or such controlled affiliate; *provided*, that each reference to a controlled affiliate or controlling person in this sentence pertains to a controlled affiliate or controlling person involved in the negotiation of this Commitment Letter and the Senior Secured Term Facility.

You agree to reimburse on demand each Commitment Party for its reasonable and documented out-of-pocket expenses (including expenses of each Commitment Party' s due diligence investigation, travel expenses and reasonable and documented out-of-pocket fees, disbursements and other charges of counsel to the Commitment Parties and, if reasonably necessary, of a local counsel to the Commitment Parties identified to you prior to the Closing Date in each relevant material jurisdiction, which may be a local counsel acting in multiple

material jurisdictions), in each case, incurred solely in connection with the preparation, negotiation, execution and delivery of the Commitment Papers and the Facilities Documentation (collectively, the "**Expenses**"). You acknowledge that we may receive a benefit, including without limitation, a discount, credit or other accommodation, from any of such counsel based on the fees such counsel may receive on account of their relationship with us, including, without limitation, fees paid pursuant hereto. The parties acknowledge that you will make an initial payment in the amount of $100,000 to cover a portion of each Commitment Party' s expenses; *provided* that such payment shall not be due until five (5) Business Days following the date of this Commitment Letter.

7. ***Sharing Information; Absence of Fiduciary Relationship; Affiliate Activities; Binding Obligations.***

You acknowledge that each Commitment Party and its affiliates may be providing debt financing, equity capital or other services (including investment banking and financial advisory services, securities trading, hedging, financing and brokerage activities, and financial planning and benefits counseling) to other companies in respect of which you or the Acquired Business may have conflicting interests. We will not furnish confidential information obtained from you by virtue of the transactions contemplated by this Commitment Letter or our other relationships with you to such other companies. You also acknowledge that we do not have any obligation to use, in connection with the transactions contemplated by this Commitment Letter, or to furnish to you, confidential information obtained by us or any of our respective affiliates from such other companies.

You further acknowledge and agree that (a) no fiduciary, advisory or agency relationship between you and any Commitment Party is intended to be or has been created in respect of any of the transactions contemplated by this Commitment Letter, irrespective of whether such Commitment Party has advised or is advising you on other matters, (b) each Commitment Party, on the one hand, and you, on the other hand, have an arm' s-length business relationship that does not, directly or indirectly, give rise to, nor do you rely on, any fiduciary duty on the part of such Commitment Party, and you waive, to the fullest extent permitted by law, any claims you may have against us for breach of fiduciary duty or alleged breach of fiduciary duty and agree that we will have no liability (whether direct or indirect) to you in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on your behalf, including equity holders, employees or creditors, (c) you are capable of evaluating and understanding, and you understand and accept, the terms, risks and conditions of the transactions contemplated by this Commitment Letter, (d) you have been advised that each Commitment Party and its affiliates are engaged in a broad range of transactions that may involve interests that differ from your and your affiliates' interests and that such Commitment Party has no obligation to disclose such interests and transactions to you or your affiliates, (e) you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate, and (f) each Commitment Party has been, is and will be acting solely as a principal and, except as otherwise expressly agreed in writing by the relevant parties, has not been, is not and will not be acting as an advisor, agent or fiduciary for you, any of your affiliates or any other person or entity. In addition, each Commitment Party may employ the services of its affiliates in providing certain services hereunder and may exchange with such affiliates in connection therewith information concerning you and the Acquired Business, and such affiliates will be entitled to the benefits afforded to, and subject to the obligations of (including, for the avoidance of doubt, confidentiality obligations), such Commitment Party under this Commitment Letter.

You further acknowledge that each Commitment Party and its affiliates may be a full service securities firm engaged in securities trading and brokerage activities, as well as providing investment banking and other financial services. In the ordinary course of business, each Commitment Party may provide investment banking and other financial services to, and/or acquire, hold or sell, for their respective own accounts and the accounts of customers, equity, debt and other securities and financial instruments (including bank loans and other obligations) of you, the Acquired Business and the Sponsor and other companies with which you, the Acquired Business or the Sponsor may have commercial or other relationships. With respect to any securities and/or financial instruments so held by each Commitment Party, its affiliates or any of its customers, all rights in respect of such securities and financial instruments, including any voting rights, will be exercised by the holder of the rights, in its sole discretion.

You further acknowledge and agree that you are responsible for making your own independent judgment with respect to the Transactions and the process leading thereto. Additionally, you acknowledge and agree that we are not advising you as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. You will consult with your own advisors concerning such matters and will be responsible for making your own independent investigation and appraisal of the transactions contemplated hereby.

We represent and warrant that the Commitment Papers constitute our legally valid and binding obligation to provide services set forth herein and to fund the Senior Secured Term Facility upon satisfaction or waiver of the Financing Conditions, in each case, enforceable at law and in equity in accordance with their terms. You represent and warrant that the Commitment Papers constitute your legally valid and binding obligation, enforceable at law and in equity against you in accordance with their terms; *provided*, that nothing contained in the Commitment Papers obligates you or any of your affiliates to consummate any Transaction or to draw upon all or any portion of the Senior Secured Term Facility. No party hereto will take any position that is inconsistent with the foregoing representations and warranties.

8. ***Assignments; Amendments; Governing Law, Etc.***

This Commitment Letter and the commitments hereunder are not assignable except assignments by you to an affiliate that is a newly formed domestic "shell" company controlled by the Sponsor that consummates or intends to consummate the Acquisition and any other assignment that occurs as a matter of law) without the prior written consent of each other party hereto, and any attempted assignment without such consent will be null and void.

Without limitation of the foregoing, any assignment of commitments with respect to a Facility by a Commitment Party shall be only to banks, financial institutions and other institutional lenders that are identified by such Commitment Party and with respect to which you have consented; *provided*, that investment objectives, history of any proposed lenders or their affiliates and/or general strategic efforts, including relating to investment banking relationships, shall be a reasonable basis for you to withhold consent (together with the Initial Lenders, the "**Lenders**"). In any event, no assignment shall be made to the following entities (collectively, the "**Disqualified Lenders**"):

(a) any entity that competes with the business of the Acquired Business from time to time identified on the list delivered to us prior to the date hereof (the "**Company Competitors**");

(b) any Company Competitor that is designated by you as a Disqualified Lender by prior notice to us (or, if after the Closing Date, by you to the Administrative Agent) after the date hereof and approved by the Lead Arrangers (such approval not to be unreasonably withheld or delayed) in their sole discretion acting reasonably (such designation will become effective three (3) business days after approval by the Lead Arrangers and will not apply retroactively to disqualify the transfer of, or agreement to transfer, an interest in the Commitments or Loans, as applicable, that was effective prior to the effective date of such supplement); and

(c) any Disqualified Lender' s known affiliates or affiliates identified in writing to us (or, if after the Closing Date, by you to the Administrative Agent) from time to time or otherwise readily identifiable as such by name.

Notwithstanding the foregoing, in no event will a Bona Fide Lending Affiliate be a Disqualified Lender, unless such Bona Fide Lending Affiliate is explicitly identified under clause (a) above. "**Bona Fide Lending Affiliate**" shall mean any bona fide debt fund, investment vehicle, regulated banking entity, non-regulated lending entity or other similar entity (in each case, other than an entity that is explicitly excluded pursuant to clause (a) above) that is primarily engaged in commercial loans and similar extensions of credit in the ordinary course of business.

No Disqualified Lender may become a Lender or have any commitment or right (including a participation right) with respect to the Senior Secured Term Facility. To the extent persons are identified as Disqualified Lenders in writing by you after the date of this Commitment Letter (or, if after the Closing Date, by you to the Administrative Agent) pursuant to clauses (a) or (c) above (or otherwise become a Disqualified Lender after the date of this Commitment Letter), the inclusion of such persons as Disqualified Lenders (or such person becoming a Disqualified Lender) shall not retroactively invalidate prior assignments or participations to such person that were made in compliance with applicable assignment or participation provisions.

Notwithstanding the right to make assignments in respect of the Senior Secured Term Facility

(i) no Initial Lender will be relieved, released or novated from its obligations under the Commitment Papers in connection with any assignment or participation of a Facility, including its commitments and obligations to fund the Senior Secured Term Facility, until after the initial funding under the Senior Secured Term Facility has occurred or with respect to a revolving Facility the effectiveness of commitments thereunder and

(ii) no assignment or novation will become effective (as between you and the Initial Lenders) with respect to all or any portion of an Initial Lender' s commitments in respect of a Facility until the initial funding of the Senior Secured Term Facility has occurred or with respect to a revolving Facility the effectiveness of commitments thereunder.

This Commitment Letter is intended to be solely for the benefit of the parties hereto (and Indemnified Persons solely to the extent expressly set forth herein), is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto (and Indemnified Persons solely to the extent expressly set forth herein) and is not intended to create a fiduciary relationship among the parties hereto. Any and all services to be provided by each Commitment Party hereunder may be performed by or through any of its affiliates or branches, and such affiliates and branches will be entitled to the benefits afforded to, and will be subject to the obligations of (including, for the avoidance of doubt confidentiality obligations), such Commitment Party under this Commitment Letter. Except as otherwise set forth herein, this Commitment Letter may not be amended or any provision hereof waived or modified except in a writing signed by each Commitment Party and you. This Commitment Letter may be executed in any number of counterparts, each of which will be an original and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this Commitment Letter by facsimile or other electronic transmission (including in ".pdf" format) will be effective as delivery of a manually executed counterpart hereof. Section headings used herein are for convenience of reference only, are not part of this Commitment Letter and will not affect the construction of, or to be taken into consideration in interpreting, this Commitment Letter. The words "execution," "signed," "signature," and words of like import this Commitment Letter or any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. The Commitment Papers supersede all prior understandings, whether written or oral, among you and us with respect to the Senior Secured Term Facility and set forth the entire understanding of the parties hereto with respect thereto.

THIS COMMITMENT LETTER, AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATING TO THIS COMMITMENT LETTER, WILL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK; *provided*, *however*, that (a) the interpretation of the definition of "Company Material Adverse Effect" (and whether or not a Company Material Adverse Effect has occurred, including for purposes of the Financing Conditions), (b) the determination of the accuracy of any Acquisition Agreement Representation and whether as

a result of any inaccuracy of any Acquisition Agreement Representation there has been a failure of a Financing Condition and (c) the determination of whether the Tender Offer, Merger or Acquisition has been consummated in accordance with the terms of the Acquisition Agreement will, in each case, be governed by, and construed and interpreted in accordance with, the laws governing the Acquisition Agreement as applied to the Acquisition Agreement, without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any other jurisdiction. A determination by any court of competent jurisdiction (including any court arbitration body contemplated by the Acquisition Agreement) with respect to any of the foregoing matters described in clauses (a) through (c) of the proviso of the immediately preceding sentence shall be conclusive for all purposes hereunder.

9. ***WAIVER OF JURY TRIAL.***

EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BROUGHT BY OR ON BEHALF OF ANY PARTY RELATED TO OR ARISING OUT OF THE ACQUISITION, THE TRANSACTIONS, THE COMMITMENT PAPERS OR THE PERFORMANCE BY US OR ANY OF OUR AFFILIATES OF THE SERVICES HEREUNDER OR THEREUNDER.

10. ***Jurisdiction.***

Each party hereto hereby irrevocably and unconditionally (a) submits, for itself and its property, to the jurisdiction of any New York State court or Federal court of the United States of America sitting in the Borough of Manhattan in the City of New York, and any appellate court from any such court, in any suit, action, proceeding, claim or counterclaim arising out of or relating to the Commitment Papers, or for recognition or enforcement of any judgment, and agrees that all claims in respect of any such suit, action, proceeding, claim or counterclaim will be heard and determined in such New York State or, to the extent permitted by law, in such Federal court, (b) waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action, proceeding, claim or counterclaim arising out of or relating to the Commitment Papers in any court in which such venue may be laid in accordance with the preceding clause of this sentence, (c) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such suit, action, proceeding, claim or counterclaim in any such court, (d) agrees that a final judgment in any such action or proceeding will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law and (e) agrees a determination by any court of competent jurisdiction (including any court contemplated by the Acquisition Agreement and including any alternate dispute resolution procedures as may be contemplated by the Acquisition Agreement) with respect to the right to terminate the Acquisition Agreement, whether the parties thereto have an obligation to consummate the Acquisition (including with respect to termination rights and satisfaction of conditions) shall be conclusive for all purposes under this Commitment Letter. Service of any process, summons, notice or document by registered mail or overnight courier addressed to any of the parties hereto at the addresses above will be effective service of process against such party for any suit, action, proceeding, claim or counterclaim brought in any such court.

11. ***Confidentiality.***

This Commitment Letter is delivered to you on the understanding that neither the Fee Letter nor this Commitment Letter, or their terms or substance, may be disclosed by you to any other person or entity prior to their acceptance by you, except

a) solely on a confidential basis, to the Sponsor, any Investor or potential Investor and to your and their respective officers, directors, employees, affiliates, controlling persons, members, partners, equity holders, attorneys, accountants, representatives, agents and advisors;

b) if each Commitment Party consents in writing to such proposed disclosure;

c) that the Term Sheets and the existence of this Commitment Letter (but not any other contents of the Commitment Papers) may be disclosed to any rating agency in connection with the Transactions;

d) pursuant to the order of any court or administrative agency in any pending legal or administrative proceeding, or otherwise as required by applicable law or regulation or as requested by a governmental authority (in which case you agree to inform us promptly thereof to the extent lawfully permitted to do so);

e) you may disclose the Commitment Papers and the contents thereof to the Acquired Business and its officers, directors, employees, equity holders, attorneys, accountants, representatives, agents and advisors on a confidential basis (provided that the Fee Letter will be redacted in the manner (if any) described in the Acquisition Agreement as of the date hereof);

f) you may disclose the aggregate amount of the fees (including upfront fees and OID) payable under the Fee Letter as part of disclosure regarding sources and uses (but without disclosing any specific fees set forth therein) in connection with any marketing efforts for debt to be used to finance the Transactions;

g) you may disclose, on a confidential basis, the Fee Letter and the contents thereof to your and the Acquired Business' auditors and accounting and tax advisers for customary accounting and tax purposes, including accounting for deferred financing costs;

h) you may disclose the Commitment Papers in connection with the enforcement of your rights or remedies hereunder or under the Fee Letter; and

i) you may disclose this Commitment Letter and its contents (but not the Fee Letter or the contents thereof) after your acceptance thereof or prior thereto to the extent that such information becomes publicly available other than by reason of improper disclosure by you or any of your affiliates in violation of any confidentiality obligations hereunder.

Each Commitment Party and its affiliates will use all confidential information provided to it or such affiliates by or on behalf of you and the contents of the Commitment Papers solely for the purpose of providing the services that are the subject of this Commitment Letter and will treat confidentially all such information and the Commitment Papers; *provided*, that the foregoing sentence will not prevent such Commitment Party from disclosing any such information, (a) pursuant to the order of any court or administrative agency or otherwise as required by applicable law or regulation or as requested by a governmental authority (in which case such Commitment Party agrees to inform you promptly thereof to the extent lawfully permitted to do so, unless such Commitment Party is prohibited by applicable law from so informing you, or except in connection with any request as part of any regulatory (including self-regulatory) audit or examination conducted by accountants or any governmental or regulatory authority exercising examination or regulatory authority), (b) upon the request or demand of any governmental, regulatory authority having jurisdiction over such Commitment Party or any of its affiliates (in which case such Commitment Party agrees to inform you promptly thereof prior to such disclosure, unless such Commitment Party is prohibited by applicable law from so informing you, or except in connection with any request as part of any regulatory audit or examination conducted by bank accountants or any governmental bank regulatory authority exercising examination or regulatory authority), (c) to the extent that such information becomes publicly available other than by reason of improper disclosure by such Commitment Party or any of its affiliates, (d) to the extent that such information is received by such Commitment Party from a third party that is not to such Commitment Party' s knowledge subject to confidentiality obligations to you, Holdings, the Company, the Sponsors or their respective affiliates, (e) to the extent that such information is independently developed by such Commitment Party, (f) to such Commitment Party' s affiliates and their officers, directors, employees, legal counsel, independent auditors and other experts or agents who need to know such information in connection with the Transactions, are informed of the confidential nature of such information and are instructed to keep such information confidential, (g) except with respect to the Fee Letter, to *bona fide* prospective Lenders, participants or assignees or any *bona fide* potential counterparty (or its advisors) to any swap or derivative transaction relating to the Acquired Business or any of its subsidiaries or any of their

respective obligations, in each case who agree to be bound by the terms of this paragraph (or language substantially similar to this paragraph) , (h) to ratings agencies, or (i) in connection with the enforcement of our rights hereunder or under the Fee Letter; *provided*, that (i) the disclosure of any such information to any Lenders or prospective Lenders or participants or prospective participants will be made subject to the acknowledgment and acceptance by such Lender or prospective Lender or participant or prospective participant that such information is being disseminated on a confidential basis (on substantially the terms set forth in this paragraph or as is otherwise reasonably acceptable to you and the Commitment Parties, including, without limitation, as agreed in any marketing materials) in accordance with customary market standards for dissemination of such type of information, which will in any event require "click through" or other affirmative actions on the part of the recipient to access such information and (ii) no such disclosure will be made to any Disqualified Lender.

After the closing of the Transactions and at such Commitment Party' s expense, each Commitment Party may (i) after consultation with the Borrower, place advertisements in periodicals and on the Internet as it may choose and (ii) on a confidential basis, circulate promotional materials in the form of a "tombstone" or "case study" (and, in each case, otherwise describe the names of any of you or your affiliates and any other information about the Transactions, including the amount, type and closing date of the Senior Secured Term Facility). In addition, the Commitment Parties may disclose the existence of the Senior Secured Term Facility and the information about the Senior Secured Term Facility to market data collectors, similar service providers to the lending industry, and service providers to such Commitment Party in connection with the administration and management of the Senior Secured Term Facility.

The obligations under this section with respect to the Commitment Letter but not the Fee Letter will automatically terminate and be superseded by the confidentiality provisions in the Facilities Documentation (to the extent set forth therein) upon the execution and delivery of the Facilities Documentation and in any event will terminate on the first anniversary of the date of this Commitment Letter.

12. ***Surviving Provisions.***

The compensation (if applicable), information (if applicable), indemnification, expense (if applicable), payment of fees (if applicable), confidentiality, jurisdiction, venue, governing law, no agency or fiduciary duty and waiver of jury trial provisions contained in the Commitment Papers will remain in full force and effect regardless of whether definitive financing documentation is executed and delivered and notwithstanding the termination of this Commitment Letter or the Initial Lenders' commitments hereunder and the Lead Arrangers' and other agents' several agreements to provide the services described herein; *provided*, that your obligations under the Commitment Papers, other than those relating to compensation, information and confidentiality, will automatically terminate and be superseded by the Facilities Documentation (with respect to indemnification, to the extent covered thereby) upon consummation of the Transactions and the payment of all amounts owing at such time under the Commitment Papers.

13. ***Patriot Act Notification.***

We hereby notify you that pursuant to the requirements of the USA Patriot Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the "Patriot Act"), each Commitment Party and each Lender is required to obtain, verify and record information that identifies the Borrower and each Guarantor, which information includes the name, address, tax identification number and other information regarding the Borrower and each Guarantor that will allow such Commitment Party or such Lender to identify the Borrower and each Guarantor in accordance with the Patriot Act. This notice is given in accordance with the requirements of the Patriot Act and is effective as to each Commitment Party and each Lender.

14. ***Acceptance and Termination*****.**

If the foregoing correctly sets forth our agreement, please indicate your acceptance of the terms of this Commitment Letter and of the Fee Letter by returning to the Lead Arrangers (or their designee) counterparts hereof and of the Fee Letter executed by you. In the event that the Financing Conditions are not satisfied or waived on or prior to the date that is 5 Business Days after the "Outside Date" (as defined in the Acquisition Agreement and as such date may be extended in accordance with the terms of the Acquisition Agreement) or, if earlier, the earliest of (a) the date on which you notify us in writing that the Acquisition Agreement has terminated in accordance with its terms, (b) the date of the consummation of the Tender Offer (but not, for the avoidance of doubt, prior to the consummation thereof) with or without the effectiveness of the Facilities Documentation or the funding of the Senior Secured Term Facility or (c) January 3, 2023, then this Commitment Letter and the commitments and undertakings of each Commitment Party hereunder will automatically terminate, unless such Commitment Party, in its discretion, agrees to an extension. The termination of any commitment pursuant to this paragraph will not prejudice your rights and remedies in respect of any breach or repudiation of the Commitment Papers.

[Signature pages follow]

We are pleased to have this opportunity and we look forward to working with you on this transaction.

Very truly yours,

ORBIMED ROYALTY & CREDIT OPPORTUNITIES III, LP

By OrbiMed ROF III LLC,
its General Partner

By OrbiMed Advisors LLC,
its Managing Member

By: /s/ Matthew Rizzo

Name: Matthew Rizzo
Title: Member

ORBIMED ROYALTY & CREDIT OPPORTUNITIES IV, LP

By OrbiMed ROF IV LLC,
its General Partner

By OrbiMed Advisors LLC,
its Managing Member

By: /s/ Matthew Rizzo

Name: Matthew Rizzo
Title: Member

[SIGNATURE PAGE TO COMMITMENT LETTER]

Accepted and agreed to as of
the date first written above:

GINGER ACQUISITION, INC.
GINGER MERGER SUB, INC.

By: /s/ Adam Dilluvio
Name: Adam Dilluvio
Title: Authorized Signatory

Accepted and agreed to as of
the date first written above with respect to
Section 6 and related provisions:

GURNET POINT CAPITAL, LLC

By: /s/ Adam Dilluvio
Name: Adam Dilluvio
Title: Authorized Signatory

[SIGNATURE PAGE TO COMMITMENT LETTER]

PROJECT GINGER
$350,000,000 Senior Secured Term Facility

"**Commitment Schedule**"[1]

Senior Secured Term Facility

Commitments

In connection with the Transactions, each Commitment Party (collectively, the "**Initial Lenders**" and each an "**Initial Lender**") commits to provide that percentage of the Initial Senior Secured Term Facility set forth opposite its name in the table below:

Initial Lender	Initial Commitment	Initial Commitment Percentage
OrbiMed Royalty & Credit Opportunities III, LP	$ 150,000,000	42.86 %
OrbiMed Royalty & Credit Opportunities IV, LP	$ 200,000,000	57.14 %
Total	$ 350,000,000	100 %

Titles and Roles

In connection with the Transactions, each Commitment Party (acting alone or through or with affiliates selected by it) will act with and have the title(s) and in the role(s) set forth opposite its name with respect to the Initial Senior Secured Term Facility .

Title/Role	Initial Senior Secured Term Facility
Administrative Agent	As set forth on Exhibit B
Collateral Agent	As set forth on Exhibit B
Lead Arrangers	OrbiMed Royalty & Credit Opportunities III, LP and OrbiMed Royalty & Credit Opportunities IV, LP

1 All capitalized terms used but not defined in this exhibit have the meanings given to them in the Commitment Letter to which this exhibit is attached, including the other exhibits thereto. In the event any such capitalized term is subject to multiple and differing definitions, the appropriate meaning thereof in this exhibit is determined by reference to the context in which it is used.

PROJECT GINGER
$350,000,000 Senior Secured Term Facility

Transaction Description[2]

It is intended that:

(a) Ginger Acquisition, Inc. will directly or indirectly acquire (the "**Acquisition**") a company previously identified to us and code-named "Ginger" (the "**Target**"), pursuant to that certain Agreement and Plan of Merger, by and among Ginger Acquisition, Inc., Ginger Merger Sub, Inc., the Target, and the other parties thereto, a copy of which has been delivered to the Commitment Parties on June 23, 2022 (together with the schedules and exhibits to such agreement, as such agreement, schedules and exhibits may amended from time to time in a manner that would not result in a failure of the condition precedent set forth in paragraph 1 of Exhibit C to this Commitment Letter, and together with the schedules and exhibits so such agreement, the "**Acquisition Agreement**"); The Acquisition is structured as a "two-step" merger in which (i) Ginger Merger Sub, Inc. will commence a public tender offer to acquire any and all shares of Target on the terms and conditions described in the Acquisition Agreement (the "**Tender Offer**") and (ii) promptly following the closing of the Tender Offer, Ginger Merger Sub, Inc. will merge with and into Target, with Target surviving such merger as a wholly-owned direct subsidiary of Holdings (the "**Merger**"). References herein to the Acquisition shall be deemed to include both the Tender Offer and the Merger.

(b) The Sponsor and other equity investors (the "**Investors**") will, directly or indirectly, contribute to the Borrower (or a direct or indirect parent of the Borrower) cash and/or equity in exchange for equity of the Borrower (or such direct or indirect parent), which, with respect to any preferred equity of the Borrower, if any, will be on terms reasonably acceptable to the Lead Arrangers. Any such parent will contribute, or cause to be contributed, all such cash and equity to the Borrower simultaneously with (or prior to) the initial funding of the Senior Secured Term Facility. The aggregate amount of such cash and/or equity will represent not less than 58.5% (the "**Minimum Equity Contribution**") of the sum of (i) the aggregate principal amount of the term loans borrowed under the Senior Secured Term Facility on the Closing Date to finance the Transactions and (ii) the amount of such cash and equity contributed (the "**Equity Contribution**"); *provided* that, to the extent any stockholder or other equity holder of the Acquired Business has exercised appraisal rights in connection with the Transactions, then on the Closing Date the Investors may elect to issue one or more equity commitment letters and/or arrange for one or more letters of credit to be issued on their behalf in an aggregate amount not less than the amount of consideration that would otherwise be paid under the Acquisition Agreement in respect of the shares or other equity interests subject to such appraisal rights (the "***Appraisal Shares***") and, for purposes of this Commitment Letter, an aggregate amount of such equity commitment letters and/or letters of credit up to, but not in excess of, the amount of consideration that would otherwise be paid under the Acquisition Agreement in respect of the Appraisal Shares shall be included in the amount and percentage of the Equity Contribution from and after the Closing Date as if such amount was funded in cash (with it being understood that, on or prior to the date of the final resolution of all such appraisal rights, the lesser of (a) the amount necessary to satisfy such appraisal rights in full and (b) an amount equal to the full amount committed under such equity commitment letters and/or the face value of any such letters of credit shall be funded, directly or indirectly, in cash to the Borrower in the form of common equity, or other equity on terms reasonably acceptable to the Commitment Parties).

(c) The Borrower will obtain $350,000,000 in aggregate principal amount of senior secured term loans (the "**Initial Senior Secured Term Facility**") having terms materially consistent with those set forth on the term sheet attached to this Commitment Letter as Exhibit B (including the annexes attached thereto);

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2 All capitalized terms used but not defined in this exhibit have the meanings given to them in the Commitment Letter to which this exhibit is attached, including the other exhibits thereto. In the event any such capitalized term is subject to multiple and differing definitions, the appropriate meaning thereof in this exhibit is determined by reference to the context in which it is used.

(d) The proceeds of the Equity Contribution and the initial borrowing under the Senior Secured Term Facility on the Closing Date will be applied on the Closing Date,

to consummate the transactions contemplated by, and pursuant to the terms of, the Acquisition Agreement and the Tender Offer;

to finance (a) the repayment of the loan facilities of the Acquired Business pursuant to (i) that certain Amended and Restated Credit and Security Agreement (Term Loan), dated as of March 3, 2021, by and among the Target and certain of its subsidiaries, the lenders party thereto and MidCap Financial Trust, as administrative agent, and (ii) that certain Amended and Restated Credit and Security Agreement (Revolving Loan), dated as of March 3, 2021, by and among the Target and certain of its subsidiaries, the lenders party thereto and MidCap Financial Trust, as administrative agent (the "**Existing Loan Facilities**") and (b) the satisfaction of the obligations to repurchase notes or settle conversions with respect to any notes pursuant to that certain Indenture (the "**Indenture**") dated August 14, 2017 between the Acquired Business and Wilmington Trust, National Association, including any required payment of cash upon conversion or required repurchase of such notes in connection with the "Fundamental Change" and/or "Make-Whole Fundamental Change" related to the Acquisition (collectively, the "**Refinancing**");

to finance the Transactions; and

to pay fees, costs and expenses related to the Transactions (such fees, costs and expenses, the "**Transaction Costs**").

The transactions described above, together with the transactions related thereto, are collectively referred to herein as the "**Transactions**." The term sheets with respect to the Senior Secured Term Facility attached to this Commitment Letter are collectively referred to herein as the "**Term Sheets**." The Term Sheets (together with the Documentation Principles) reflect all material terms related to the Senior Secured Term Facility. Each party acknowledges that (a) such terms are the result of extensive negotiations among the parties hereto and are an integral and necessary part of the Transactions and (b) the Transactions represent a unique opportunity for Ginger Acquisition, Inc., the Borrower and the Sponsor. For purposes of the Commitment Papers, "**Closing Date**" means the date of the initial funding under the Senior Secured Term Facility (which is intended to occur on the same date that the Tender Offer is consummated). All references to "dollars" and "$" are to the lawful currency of the United States of America.

PROJECT GINGER
$350,000,000 Senior Secured Term Facility[1]

"Senior Secured Term Sheet"

Borrower:	Ginger Merger Sub, Inc. (with the Target as the survivor upon consummation of the merger described above) (the "**Borrower**").
Holdings:	Ginger Acquisition, Inc. ("**Holdings**").
Lead Arrangers:	OrbiMed Royalty & Credit Opportunities III, LP and OrbiMed Royalty & Credit Opportunities IV, LP (the "**Lead Arrangers**").
Administrative Agent and Collateral Agent:	A financial institution that customarily provides services of this type, to be mutually agreed by the Borrower and the Lead Arrangers, will act as the sole administrative agent (in such capacity, the "**Administrative Agent**") and the sole collateral agent (in such capacity, the "**Collateral Agent**"), in each case, for the Lenders under the Senior Secured Term Facility described in this Term Sheet. Fees and expenses of the Administrative Agent and the Collateral Agent in amounts and on such terms as are customary for facilities of this type will be payable by the Borrower and set forth in a fee letter to be mutually agreed.
Transactions:	As described on the "Transaction Description" attached to the Commitment Letter.
Lenders:	The entities listed on Schedule I to the Commitment Letter (in such capacity, the "**Initial Lenders**") and, following the initial funding of the Senior Secured Term Facility on the Closing Date, the Lenders.
Senior Secured Term Facility:	A senior secured term loan facility (the "**Senior Secured Term Facility**" and the loans thereunder, the "**Term Loans**") in an aggregate principal amount of $350,000,000 (the "**Commitment Amount**"), to be made available in a single drawing on the Closing Date. Amounts repaid or prepaid with respect to the Term Loans may not be reborrowed.
Purpose:	Proceeds of the Term Loans will be used to finance the Transactions on the Closing Date, including the Acquisition, the Tender Offer and the Merger, the Refinancing and the payment of related fees, costs and expenses, and for general corporate purposes.
Documentation Principles:	The Facilities Documentation will (a) be prepared by counsel to the Lead Arrangers and (b) be in the form of the documentation

[1] Capitalized terms used but not defined in this exhibit have the meanings set forth in the Commitment Letter to which this exhibit is attached or the other exhibits to the Commitment Letter. As used in this exhibit, "Administrative Agent," "Lead Arrangers," "Lenders," and "Loans" refers to the Lead Arrangers, Lenders and Loans under the Facilities described in this Term Sheet.

	(the "**Identified Drafts**") set forth on Annex A-I, Annex A-II and Annex A-III hereto, except for such changes and modifications as Holdings, the Borrower and the Lead Arrangers shall mutually agree (it being understood that the parties shall consider in good faith minor drafting or technical changes that may be requested); *provided*, the Loan Documents will be modified as necessary (i) to permit payments of any appraisal rights and any contingent value right payments in connection with the Transactions, in each case, so long as there is no Default or Event of Default existing at such time or would result from the making of such payment, (ii) in addition to cash and cash equivalents to be maintained by the Borrower in compliance with Minimum Liquidity Covenant, to require cash collateral for the Lenders maintained by the Borrower at all times following the Fundamental Change Repurchase Date (as defined in the Indenture) with respect to the Acquisition (but in any event to occur no later than 55 business days after the Closing Date, provided that cash in the following amount shall be held by the Borrower as cash on a continuous basis from and after the Closing Date until such Fundamental Change Repurchase Date) in an aggregate amount equal to (x) the principal amount of the convertible notes outstanding under the Indenture at such time and (y) the amount of interest payments due within six months of such time as required by and in accordance with the Indenture, on such other terms and conditions to be mutually agreed for the repayment of and payment of interest on any convertible notes under the Indenture that remain outstanding following the Closing, and (iii) to add corresponding baskets in the applicable negative covenants for the repayment of any indebtedness that remains outstanding under the Indenture. The foregoing is referred to herein, collectively, as the "**Documentation Principles**." Capitalized terms used but not defined in this Term Sheet have the meanings set forth in the Fee Letter or in the Identified Drafts, as applicable. The Senior Secured Loan Documents will contain only those conditions to borrowing expressly set forth in the Commitment Letter and Term Sheet.
Interest Rate:	The Term Loans will accrue interest at a rate equal to the greater of (a) 30-day average SOFR and (b) one-half percent (0.50%) per annum, plus the applicable margin of eight percent (8.00%) per annum on the outstanding balance of the Term Loan ("Interest"). For the first twelve (12) months after the Closing Date, the Borrower shall have the option to accrue up to one-half percent (0.50%) of the Interest as a payable in kind (the "**PIK Period**"). The Interest will be calculated on the basis of the actual number of days elapsed based on a 360-day year, and will be payable monthly.
Maturity and Amortization:	The Term Loans will mature on the seventy-two (72) month anniversary of the Closing Date (the "**Maturity Date**").

The Term Loans will be interest only for thirty-six (36) months. Amortization will begin on the thirty-seven (37) month anniversary of the Closing Date with monthly installments of principal due through

	the Maturity Date. Amortization payments will be straight-line and of equal value from the first payment through the Maturity Date.
Guarantees:	All obligations of the Borrower under the Senior Secured Term Facility will be unconditionally guaranteed jointly and severally on a senior secured basis (the "**Guarantees**") by Holdings and each existing and subsequently acquired or organized wholly-owned subsidiary of the Borrower, subject to the Documentation Principles (the "**Subsidiary Guarantors**" and, together with Holdings, the "**Guarantors**" and the Guarantors together with the Borrower, the "**Loan Parties**").
Security:	Subject to the Certain Funds Provisions and the Documentation Principles, obligations of the Loan Parties in respect of the Senior Secured Term Facility will be secured jointly and severally on a first priority basis by all assets of the Loan Parties, wherever located, now owned or hereafter acquired (collectively, the "**Collateral**").
	Subject to the Documentation Principles, the Borrower or the applicable Guarantor shall be permitted to monetize royalties and milestones on elacestrant provided that 50% of net proceeds from such a transaction would be used to pay down the Term Loans (in each case, subject to the "mandatory prepayment" provisions and all fees and premiums related to such prepayment of Term Loans set forth herein and in the Documentation Principles).
Representations and Warranties:	Subject to the Certain Funds Provision and the Documentation Principles, the representations and warranties to include the following (to be applicable to the Borrower and its subsidiaries and, with respect to the passive holding company representation, Holdings): organization and existence, due authorization and non-contravention, government approvals, validity, financial information, no material adverse effect, litigation, labor and environmental matters, subsidiaries, ownership of properties, taxes, benefit plans, accuracy of information, Regulations U and X, solvency, intellectual property, material agreements and key contracts, permits, regulatory matters, Investment Company Act, OFAC, deposit and disbursement accounts, and passive holding company existence, in each case, as further set forth on Annex A-I attached to this Exhibit B.
Affirmative Covenants:	Subject to the Documentation Principles, the affirmative covenants to include: financial information, reports and notices maintenance of existence, compliance with contracts and laws maintenance of properties insurance books and records environmental law use of proceeds

	future guarantors and security permits maintenance of regulatory authorizations, contracts and intellectual property inbound licenses cash management excluded foreign subsidiaries post-closing matters (as needed)
Negative Covenants:	Subject to the Documentation Principles, the negative covenants to include: business activities indebtedness liens Financial Covenants (as set forth below) Investments Restricted payments Consolidation, merger, permitted acquisitions, etc. Permitted Dispositions, which shall include the ability for the Borrower or its subsidiaries to dispose of RAD011 in a "spin-off" or similar transaction in which RAD011 and assets and liabilities exclusively related thereto (but in any event, no greater than $20 million in cash or cash equivalents) are sold or otherwise transferred to a new entity within six months of the Closing Date in a manner to be mutually agreed Modification of certain agreements Transactions with affiliates Restrictive agreements Sale and leaseback Product agreements Change in name, location, executive office or executive management, change in fiscal year Benefit plans and agreements Restrictions related to Radius Health Securities Corporation so long as it continues to qualify as a "Security Corporation" under and as defined in 830 Code of Mass. Regulations 63.38B.1 Passive holding company covenant with respect to Holdings
Financial Covenants:	**Minimum Liquidity:** At all times the unrestricted cash-on-hand and cash equivalents of the Borrower and Radius Pharmaceuticals, Inc. shall not be less than $20,000,000 (the "**Minimum Liquidity Covenant**").

Minimum EBITDA: Starting on June 30, 2024, the Consolidated EBITDA (as defined on Annex A-I of this Exhibit B) as measured on a trailing twelve-month basis at the end of such quarter must equal or exceed the minimum levels set forth in the table below (the "**Minimum EBITDA Base**").

Fiscal Quarter Ending	Minimum EBITDA Base
June 30, 2024	$ 60,000,000
September 30, 2024	$ 65,000,000
December 31, 2024	$ 70,000,000
March 31, 2025	$ 75,000,000
June 30, 2025	$ 80,000,000
September 30, 2025	$ 85,000,000
December 31, 2025 and thereafter	$ 90,000,000

Events of Default:	To be consistent with the Documentation Principles.
Assignments and Participations:	To be consistent with the Documentation Principles.
Expenses and Indemnification:	To be consistent with the Documentation Principles.
Governing Law and Forum:	New York.
Counsel to the Lead Arrangers:	Covington & Burling LLP

Form of Credit Agreement

ANNEX A-II TO EXHIBIT B

Form of Pledge and Security Agreement

ANNEX A-III TO EXHIBIT B

Form of Guarantee

PROJECT GINGER
$350,000,000 Senior Secured Term Facility

"Conditions Annex" [1]

The commitments of the Initial Lenders, the availability and initial funding of the Senior Secured Term Facility and the Lead Arrangers' and other agents' agreements to perform the services described in this Commitment Letter are, in each case, subject solely to the satisfaction (or waiver by the Lead Arrangers) of the following conditions precedent:

1. Confirmation from you (in the form of an officer' s certificate) to the Lead Arrangers that,

(a) either the Tender Offer (i) has been consummated or (ii) will be consummated in accordance with the terms of the Acquisition Agreement substantially concurrently with the initial borrowing under the Senior Secured Term Facility; and

(b) since its execution, the Acquisition Agreement has not been amended, supplemented, waived or modified pursuant to its terms in a manner adverse in any respect material to the interests of the Commitment Parties, in their respective capacities as such, without the consent of the Lead Arrangers (such consent not to be unreasonably withheld, conditioned or delayed);

provided further, that

(i) an amendment, supplement, waiver or modification of the Acquisition Agreement that decreases the purchase price thereunder will, in each case, not be deemed to be adverse in a material respect to the interests of the Commitment Parties as long as such reduction is allocated to reduce the Senior Secured Term Facility and the Equity Contribution on a *pro rata* basis,

(ii) an amendment, supplement, waiver or modification of the Tender Offer or the Acquisition Agreement that has the effect of increasing the purchase price thereunder will be deemed not to be materially adverse to the Commitment Parties if such increase is funded with additional cash equity contributed by the Investors;

(iii) any change to, or waiver with respect to, the definition of "Company Material Adverse Effect" contained in the Acquisition Agreement (as in effect on the date hereof) will be deemed to be adverse in a material respect to the interests of the Commitment Parties.

2. The Commitment Parties will have received copies of (i) audited consolidated balance sheets of the Acquired Business, and the related consolidated statements of operations and comprehensive loss, stockholders' equity (deficit) and cash flows of the Acquired Business, for each of the fiscal years ended December 31, 2019, December 31, 2020, and December 31, 2021, (ii) unaudited consolidated balance sheets of the Acquired Business for the fiscal quarter ended March 31, 2022, together with the related consolidated statement of operations and comprehensive loss, stockholder' s equity (deficit) and cash flows of the Acquired Business for such fiscal quarter and (iii) unaudited consolidated balance sheets of the Acquired Business for the fiscal quarter ended June 30, 2022, together with the related consolidated statement of operations and comprehensive loss, stockholder' s equity (deficit) and cash flows of the Acquired Business for such fiscal quarter (it being understood that (x) the Commitment Parties acknowledge

[1] All capitalized terms used but not defined in this exhibit have the meanings given to them in the Commitment Letter to which this exhibit is attached, including the other exhibits thereto. In the event any such capitalized term is subject to multiple and differing definitions, the appropriate meaning thereof in this exhibit is determined by reference to the context in which it is used.

the receipt of all such financial statements described in clauses (i) and (ii) above and (y) the financial statements described in clause (iii) shall only be required to the extent the Closing Date occurs on or after 45 days from the end of such fiscal quarter).

3. Confirmation from you (in the form of an officers certificate) that the Refinancing with respect to the Existing Loan Facilities either (a) has been consummated or (b) will be consummated substantially concurrently with the initial borrowing under the Senior Secured Term Facility; it being agreed that the Refinancing may be consummated with the proceeds of the initial funding of the Senior Secured Term Facility.

4. Since the date of the Acquisition Agreement, there shall not have occurred a Company Material Adverse Effect (as defined in the Acquisition Agreement) that would result in the failure of a condition precedent to your obligation to consummate the Acquisition under the Acquisition Agreement or that would give you the right (taking into account any notice and cure provisions) to terminate your obligations pursuant to the terms of the Acquisition Agreement.

5. The Commitment Parties will have received the following (each such credit agreement and guarantee and security agreement, collectively, the "**Facilities Documentation**"), in each case, containing terms that are materially consistent with the provisions of the applicable Term Sheet and the applicable Documentation Principles and subject to the Certain Funds Provision:

(a) with respect to the Senior Secured Term Facility to be funded on the Closing Date (or with respect to which commitments will be made available), a credit agreement with respect to the Senior Secured Term Facility, executed by Holdings and the Borrower;

(b) a security agreement with respect to the Senior Secured Term Facility pursuant to which a lien is granted on the collateral securing the Senior Secured Term Facility in favor of the applicable Collateral Agent for the ratable benefit of the Lenders under the Senior Secured Term Facility, and pursuant to which such Collateral Agent is authorized to file customary "all asset" UCC-1 financing statements with respect thereto, executed by Holdings and the Borrower;

(c) a guarantee agreement with respect to the Senior Secured Term Facility, executed by Holdings and each Subsidiary Guarantor;

(d) any certificated securities representing equity of the Borrower and its subsidiaries and if delivered to you pursuant to the terms of the Acquisition Agreement and constituting Collateral equity of the Acquired Business, in each case, with customary stock powers executed in blank *provided* that such certificated securities will be required to be delivered on the Closing Date only to the extent actually received from the Acquired Business after the Borrower' s use of commercially reasonable efforts to obtain such certificate; *provided further* that any such stock certificates not delivered on the Closing Date shall be required to be delivered on or prior to the date that is 30 days after the Closing Date (or such later date after the Closing Date as the Administrative Agent shall agree in its sole, reasonable discretion).

6. The Commitment Parties will have received the following (collectively, the "**Closing Deliverables**") in each case subject to the Certain Funds Provision and the applicable Documentation Principles:

(a) customary legal opinions from your New York and Delaware counsel with respect to the Senior Secured Term Facility to be funded on the Closing Date;

(b) an officer' s certificate containing (i) certification of organizational documents and appropriate authorizing resolutions and (ii) a customary incumbency certificate from officers of each of you and Holdings' executing the Facilities Documentation;

(c) good standing certificates (to the extent applicable) from the Secretary of State or such other office the Borrower' s and Holdings' respective jurisdictions of organization;

(d) a solvency certificate substantially in the form attached as an Annex to this Exhibit to the Commitment Letter from the chief financial officer or other officer with equivalent duties of the Borrower; and

(e) a borrowing request, which must be delivered at least 12 business days prior to the Closing Date, which shall be deemed to be conditioned on the consummation of the Transactions.

7. Subject to the Certain Funds Provision, the accuracy of the Acquisition Agreement Representations and the Specified Representations in all material respects on and as of the Closing Date; *provided* that to the extent that the Acquisition Agreement Representations and the Specified Representations specifically refer to an earlier date, they shall be accurate in all material respects as of such earlier date.

8. The Lenders will have received at least three business days prior to the Closing Date (a) all outstanding documentation and other information about the Loan Parties required under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act and (b) to the extent the Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, a customary FinCEN beneficial ownership certificate, that in each case has been requested in writing at least ten business days prior to the Closing Date, it being agreed delivery of a signed LSTA Beneficial Ownership Form shall satisfy this clause (b).

9. Payment of fees and expenses due to the Commitment Parties under the Commitment Papers, to the extent invoiced at least two business days prior to the Closing Date (except as otherwise reasonably agreed to by the Borrower) and required to be paid on the Closing Date.

Form of Solvency Certificate

Date: [____, _____]

To the Administrative Agent and each of the Lenders
party to the Credit Agreement referred to below:

Pursuant to Section **[__]** of the Credit Agreement[1], the undersigned, solely in the undersigned' s capacity as **[**chief financial officer**][***specify other officer with equivalent duties***]** of the Borrower, hereby certifies, on behalf of the Borrower and not in the undersigned' s individual or personal capacity and without personal liability, that, to his or her knowledge, as of the Closing Date, after giving effect to the Transactions (including the making of the Loans under the Credit Agreement on the Closing Date and the application of the proceeds thereof):

(a) the fair value of the property of Holdings and its Subsidiaries, on a consolidated basis, is greater than the total amount of liabilities, including contingent liabilities, of Holdings, the Borrower and its Subsidiaries, on a consolidated basis;

(b) the present fair saleable value of the assets of Holdings, the Borrower and its Subsidiaries, on a consolidated basis, is not less than the amount that will be required to pay the probable liabilities of Holdings, the Borrower and its Subsidiaries, on a consolidated basis, on their debts as they become absolute and matured;

(c) Holdings, the Borrower and its Subsidiaries, on a consolidated basis, do not intend to, and do not believe that they will, incur debts or liabilities beyond their ability to pay as such debts and liabilities mature;

(d) Holdings, the Borrower and its Subsidiaries, on a consolidated basis, are not engaged in a business or a transaction, and are not about to engage in a business or a transaction, for which the property of Holdings, the Borrower and its Subsidiaries, on a consolidated basis, would constitute an unreasonably small capital; and

(e) Holdings, the Borrower and its Subsidiaries, on a consolidated basis, have not executed the Credit Agreement or any other Loan Document, or made any transfer or incurred any Obligations hereunder or thereunder, with actual intent to hinder, delay or defraud either present or future creditors.

For purposes of this Solvency Certificate, the amount of any contingent liability at any time will be computed as the amount that, in light of all the facts and circumstances existing at such time, would reasonably be expected to become an actual or matured liability. Capitalized terms used but not otherwise defined herein have the meanings assigned to them in the Credit Agreement.

The undersigned is familiar with the business and financial position of Holdings, the Borrower and its Subsidiaries. In reaching the conclusions set forth in this Solvency Certificate, the undersigned has made such investigations and inquiries as the undersigned has deemed appropriate, having taken into account the nature of the business proposed to be conducted by Holdings, the Borrower and its Subsidiaries after consummation of the Transactions.

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1 Credit Agreement to be defined.

IN WITNESS WHEREOF, the undersigned has executed this Solvency Certificate, solely in the undersigned' s capacity as **[**chief financial officer**][***specify other officer with equivalent duties***]** of the Borrower, on behalf of the Borrower and not in the undersigned' s individual or personal capacity and without personal liability, as of the date first stated above.

[Borrower]

By: _____
Name:
Title: [Chief Financial Officer]

Exhibit (d)(3)

CONFIDENTIAL DISCLOSURE AGREEMENT

This Confidential Disclosure Agreement (this "Agreement"), effective as of January 26, 2022 (the "Effective Date"), is by and between Radius Health, Inc., together with its Affiliates ("Radius"), with an address of 22 Boston Wharf Road, 7th Floor, Boston, MA 02210, United States and Gurnet Point Capital, LLC, together with its Affiliates ("GPC"), with an address of 55 Cambridge Parkway, Suite 401, Cambridge, MA 02142.

In connection with a possible business relationship between the parties, each party intends to disclose certain Confidential Information to the other party. The purpose of such disclosure is to enable each party to (i) evaluate the proposed business relationship and (ii) conduct any ensuing business arrangement that is actually conducted by the parties without the benefit of a further agreement governing the treatment of Confidential Information.

In consideration of each party making such confidential information available to the other party, the parties hereby agree as follows:

1. Definitions.

1.1 "Affiliate" means with respect to a Person, any Person that directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such first Person. "Control" and, with correlative meanings, the terms "controlled by" and "under common control with" mean (a) the power to direct the management or policies of a Person, whether through ownership of voting securities or by contract relating to voting rights or corporate governance, resolution, regulation or otherwise, or (b) to own 50% or more of the outstanding voting securities or other ownership interest of such Person.

1.2 "Confidential Information" means any scientific, technical, or business information furnished by or on behalf of one party (the "Disclosing Party") to the other party (the "Receiving Party") in connection with the proposed business relationship regardless of whether such information is specifically designated as confidential and regardless of whether such information is in written, oral, electronic, or other form. Such Confidential Information may include, without limitation, a Disclosing Party' s or its Affiliates' trade secrets, know-how, inventions, technical data, specifications, testing methods, business or financial information, research and development activities, product and marketing plans, customer and supplier information, and other third-party confidential information.

1.3 "Person" means an individual, sole proprietorship, partnership, limited partnership, limited liability partnership, corporation, limited liability company, business trust, joint stock company, trust, incorporated association, joint venture or similar entity or organization, including a government or political subdivision, department, or agency of a government.

2. Obligations. The Receiving Party agrees that it shall:

a) maintain all Confidential Information in strict confidence, except that the Receiving Party may disclose or permit the disclosure of any Confidential Information to its and its Affiliates' directors, officers, employees, agents, consultants, and advisors, as applicable, who are obligated to maintain the confidential nature of such Confidential Information and who need to know such Confidential Information for the purposes set forth in this Agreement;

b) use all Confidential Information solely for the purposes set forth in this Agreement;

c) allow its and its Affiliates' directors, officers, employees, agents, consultants, and advisors, as applicable, to reproduce the Confidential Information only to the extent necessary to affect the purposes set forth in this Agreement, with all such reproductions being considered Confidential Information;

d) take all reasonable measures to protect the secrecy of, and avoid disclosure of, access to, or use of, Confidential Information in order to prevent it from falling into the public domain or the possession of

persons other than those persons authorized under this Agreement to have any such information and avoid the use of or access to such information for any purpose other than those set forth in this Agreement, which measures shall include, but not be limited to, the same degree of care that the Receiving Party utilizes to protect its own Confidential Information, which shall be no less than reasonable care;

e) use and store any personal data provided by the Disclosing Party in accordance with applicable data protection laws and regulations; and

f) promptly notify the Disclosing Party in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information which may come to Receiving Party' s attention.

This Agreement shall remain in effect for a period of three (3) years from the Effective Date and may be extended upon mutual written agreement by the parties (the "Term"). The obligations set forth herein shall remain in effect for a period of three (3) years following expiration of the Term, provided, however, that the obligations as they relate to any trade secret shall remain in effect for as long as the status of the trade secret remains. The Receiving Party shall be liable for any breach of this Agreement by its or its Affiliates' directors, officers, employees, agents, consultants, and advisors to whom such Confidential Information is disclosed.

3. Exceptions. The obligations of the Receiving Party under Section 2 above shall not apply to the extent that the Receiving Party can demonstrate by its written records that certain Confidential Information:

a) was in the public domain prior to the time of its disclosure under this Agreement;

b) entered the public domain after the time of its disclosure under this Agreement through means other than an unauthorized disclosure resulting from an act or omission by the Receiving Party;

c) is or was independently developed or discovered by or for the Receiving Party without use of or reference to the Disclosing Party' s Confidential Information; or

d) is or was disclosed to the Receiving Party at any time, whether prior to or after the time of its disclosure under this Agreement, by a third party having no fiduciary relationship with the Disclosing Party and having no obligation of confidentiality with respect to such Confidential Information.

4. Permitted Disclosure. The Receiving Party may disclose that portion of the Confidential Information that is required to be disclosed to comply with applicable laws or regulations, or with a court or administrative order, provided that the Disclosing Party receives prior written notice of such disclosure and that the Receiving Party takes reasonable and lawful actions, at the Disclosing Party' s sole expense, to obtain confidential treatment for such disclosure and, if possible, to minimize the extent of such disclosure.

5. Ownership and Control. The Receiving Party acknowledges that the Disclosing Party (or any third party entrusting its own confidential information to the Disclosing Party) claims ownership of the Confidential Information disclosed by the Disclosing Party and all patent, copyright, trademark, trade secret, and other intellectual property rights in, or arising from, such Confidential Information. No option, license, or conveyance of such rights to the Receiving Party is granted or implied under this Agreement. If any such rights are to be granted to the Receiving Party, such grant shall be expressly set forth in a separate written instrument.

6. Insider Trading. The Receiving Party is aware, and it will advise its and its Affiliates' directors, officers, employees, agents, consultants, and advisors, as applicable, who have access to any Confidential Information, of the restrictions imposed by the United States securities laws, and the equivalent laws of the country in which such directors, officers, employees, agents, consultants, affiliates and advisors reside, on the purchase or sale of securities by any person who has received material, non-public information from the issuer of such securities and on the communication of such information to any other person when it is reasonably foreseeable that such other person is likely to purchase or sell such securities in reliance upon such information. The Receiving Party shall not use any Confidential Information for the purpose of

purchasing or selling securities or otherwise use the Confidential Information for the Receiving Party' s benefit other than for the purpose of this Agreement.

7. Destruction of Confidential Information. At the request of the Disclosing Party, the Receiving Party shall destroy all originals, copies, and summaries of documents, materials, and other tangible manifestations of Confidential Information in the possession or control of the Receiving Party, except that the Receiving Party, subject to the obligations under this Agreement, (i) may retain one copy of the Confidential Information in a secure location for the sole purpose of monitoring its ongoing obligations in respect of such information and (ii) shall not be required to destroy any copies of Confidential Information that are securely stored in automated electronic backups.

8. Remedies. The Receiving Party expressly agrees that its obligations set forth in this Agreement are necessary and reasonable in order to protect the Disclosing Party and Disclosing Party' s business and that, due to the unique nature of the Confidential Information, monetary damages would be inadequate to compensate Disclosing Party for any breach by Receiving Party or its representatives. Accordingly, Receiving Party agrees and acknowledges that any such violation or threatened violation shall cause irreparable injury to Disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Disclosing Party shall be entitled (i) to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by Receiving Party, without the necessity of proving actual damages; and (ii) to be indemnified by Receiving Party from any loss or harm, including but not limited to legal fees and expenses, arising out of or in connection with any breach or enforcement of Receiving Party' s obligations under this Agreement or the unauthorized use or disclosure of any Confidential Information.

9. Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of, and be binding upon, the respective permitted successors and assigns of both parties. Receiving Party may not assign or transfer any of its rights hereunder, nor delegate any of its duties hereunder, without the prior written consent of the Disclosing Party, and Receiving Party acknowledges and agrees that, absent such prior written consent, any attempted assignment, transfer, or delegation hereunder shall be null, void and of no effect. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties or their respective permitted successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

10. Data Privacy. As required by applicable laws, each party shall ensure that all employees or independent contractors or agents who will be involved, directly or indirectly, in the implementation of the provisions of this Agreement have granted their written consent to the processing of their personal data by Radius for the purposes of this Agreement and to the possible transfer of this personal data outside their country of residence to the United States of America where different data protection rules apply.

11. Miscellaneous. This Agreement constitutes the entire agreement of the parties with regard to its subject matter and supersedes all previous and contemporaneous representations, agreements, and understandings, whether oral, written or otherwise, between the Receiving Party and the Disclosing Party with regard to such subject matter. No amendments or additions to this Agreement shall be binding unless in writing and signed by both parties. 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.

Acknowledged and agreed:

RADIUS HEALTH, INC.		GURNET POINT CAPITAL, LLC	
By:	/s/ Rohan Lathia	By:	/s/ Adam Dilluvio
Name:	Rohan Lathia	Name:	Adam Dilluvio
Title:	Senior Director	Title:	Secretary
Date:	January 26, 2022	Date:	January 26, 2022

Exhibit (d)(4)

AMENDMENT TO CONFIDENTIAL DISCLOSURE AGREEMENT

This AMENDMENT TO THE CONFIDENTIAL DISCLOSURE AGREEMENT (this "Amendment") is made as of May 9, 2022, by and between Radius Health, Inc., together with its Affiliates ("Radius"), with an address of 22 Boston Wharf Road, 7th Floor, Boston, MA 02210, United States and Gurnet Point Capital, LLC, together with its Affiliates ("GPC"), with an address of 55 Cambridge Parkway, Suite 401, Cambridge, MA 02142.

WHEREAS, Radius and GPC entered into that certain Confidential Disclosure Agreement, dated as of January 26, 2022 (the "CDA") (capitalized terms used herein but not otherwise defined shall have the meanings ascribed thereto in the CDA);

WHEREAS, Section 11 of the CDA provides that no amendments to the CDA shall be binding unless in writing and signed by both parties; and

WHEREAS, the parties hereto desire to amend the CDA as set forth below.

NOW, THEREFORE, in consideration of the above recitals, which by this reference are incorporated herein and made a substantive part hereof, the parties hereto hereby agree, effective as of the date hereof, as follows:

1. Amendment of Section 2. Section 2 of the CDA is hereby amended and restated in its entirety to read as follows:

"2. Obligations. The Receiving Party agrees that it shall:

a) maintain all Confidential Information in strict confidence, except that the Receiving Party may disclose or permit the disclosure of any Confidential Information to its and its Affiliates' directors, officers, employees, agents, consultants, financing sources, and advisors, as applicable, who are obligated to maintain the confidential nature of such Confidential Information and who need to know such Confidential Information for the purposes set forth in this Agreement;

b) use all Confidential Information solely for the purposes set forth in this Agreement;

c) allow its and its Affiliates' directors, officers, employees, agents, consultants, financing sources, and advisors, as applicable, to reproduce the Confidential Information only to the extent necessary to affect the purposes set forth in this Agreement, with all such reproductions being considered Confidential Information;

d) take all reasonable measures to protect the secrecy of, and avoid disclosure of, access to, or use of, Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information and avoid the use of or access to such information for any purpose other than those set forth in this Agreement, which measures shall include, but not be limited to, the same degree of care that the Receiving Party utilizes to protect its own Confidential Information, which shall be no less than reasonable care;

e) use and store any personal data provided by the Disclosing Party in accordance with applicable data protection laws and regulations; and

f) promptly notify the Disclosing Party in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information which may come to Receiving Party' s attention.

This Agreement shall remain in effect for a period of three (3) years from the Effective Date and may be extended upon mutual written agreement by the parties (the "Term"). The obligations set forth herein shall remain in effect for a period of three (3) years following expiration of the Term, provided, however, that the obligations as they relate to any trade secret shall remain in effect for as long as the status of the trade secret remains. The Receiving Party shall be liable for any breach of this Agreement by its or its Affiliates' directors, officers, employees, agents, consultants, and advisors to whom such Confidential Information is disclosed."

2. Ratification. Except as expressly modified and amended by the provisions of this Amendment, all provisions of the CDA shall remain in full force and effect in accordance with their terms.

3. Severability. Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable laws and regulations, but if any provision of this Amendment is held to be prohibited by or invalid under applicable laws and regulations, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment, and the parties shall amend or otherwise modify this Amendment to replace any prohibited or invalid provision with an effective and valid provision that gives effect to the intent of the parties to the maximum extent permitted by applicable laws and regulations.

4. Counterparts. This Amendment may be executed in any multiple counterparts (including by means of telecopied signature pages or electronic transmission in portable document format (pdf), any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same instrument.

5. Subject to Provisions of NDA. This Amendment shall be subject to the provisions of the CDA as if this Amendment were the CDA.

[*Signature pages follow*]

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

RADIUS HEALTH, INC.:

By: /s/ Rohan Lathia
Name: Rohan Lathia
Title: Senior Director

GURNET POINT CAPITAL, LLC:

By: /s/ Adam Dilluvio
Name: Adam Dilluvio
Title: Secretary

[*Signature Page to Amendment to the Confidential Disclosure Agreement*]

Exhibit (d)(5)

June 23, 2022

Ginger Acquisition, Inc.
c/o Gurnet Point Capital
55 Cambridge Parkway, Suite 401
Cambridge, MA 02142

Ladies and Gentlemen:

This letter agreement (this "Agreement") sets forth the commitment of GPC WH Fund LP, a Delaware limited partnership (the "Investor"), subject to the terms and conditions contained herein, to contribute or cause to be contributed to Ginger Acquisition, Inc., a Delaware corporation ("Parent"), directly or indirectly through one or more equityholders of Investor or otherwise, by way of equity, loans or other instruments or securities, an amount equal to $248,000,000 (such amount, the "GPC Commitment"). Reference is made to that certain Agreement and Plan of Merger (as amended, restated, supplemented or otherwise modified from time to time, the "Merger Agreement"), dated as of the date hereof, by and among Parent, Ginger Merger Sub, Inc., a Delaware corporation and a direct, wholly-owned subsidiary of Parent ("Merger Sub"), and Radius Health, Inc., a Delaware corporation (the "Company"), pursuant to which Merger Sub will merge with and into the Company, with the Company continuing as the Surviving Corporation (such merger and the other transactions contemplated by the Merger Agreement, the "Transaction"). Each capitalized term used and not defined herein shall have the meaning ascribed thereto in the Merger Agreement. The GPC Commitment, together with the equity commitment of Patient Square Equity Partners, LP (such amount, the "PSC Commitment")("PSC" or the "Other Investor"), set forth in its respective equity commitment letters delivered to Parent as of the date of this Agreements (the "Other Equity Commitment Letter"), are collectively referred to as the "Aggregate Commitment."

1. Commitments. Subject to the terms and conditions set forth herein, (a) the Investor hereby irrevocably commits that, at or prior to the Closing, it shall contribute or cause to be contributed to Parent (directly or indirectly through one or more equityholders of Investor or otherwise) by way of equity, loans or other instruments or securities, the GPC Commitment, the net proceeds of which, together with the net proceeds of the PSC Commitment and the Debt Financing (including any Alternative Debt Financing that has been obtained in accordance with Section 5.19 of the Merger Agreement), will be used to (i) permit Parent to fund a portion of the Merger Consideration and any other amounts required to be paid by Parent or Merger Sub, as applicable, pursuant to the Merger Agreement and (ii) pay related fees and expenses of the Company, Parent and Merger Sub required to be paid by Parent and Merger Sub, as applicable, pursuant to the Merger Agreement. The Investor shall not, under any circumstances, be obligated to contribute to, purchase equity of, or otherwise provide funds to, Parent or any other Person by operation of this letter agreement in any amount in excess of its portion of the GPC Commitment as set forth on Schedule A hereto. In the event that Parent does not require all of the Aggregate Commitment with respect to which the Investor and the Other Investor have committed pursuant to this letter agreement and the Other Equity Commitment Letter in order to consummate the transactions contemplated by the Merger Agreement, then the amount to be funded by the Investor and/or its permitted assignees with respect to the GPC Commitment shall be proportionately reduced. The Investor shall be entitled to assign a portion of the GPC Commitment to one or more Persons; provided, however, that the amount required to be funded by the Investor with respect to the GPC Commitment will only be reduced by the amount actually contributed by such assignee to Investor.

2. Conditions. The Investor' s obligation to fund its portion of the Aggregate Commitment shall be subject to (a) the satisfaction or waiver of each of the conditions to Parent' s and Merger Sub' s obligations to effect the Closing set forth in the Offer Conditions and Section 6.1 of the Merger Agreement (other than those conditions which are to be satisfied by the delivery of documents or the taking of any other action at the Closing by any party, but subject to the satisfaction or waiver of such conditions at the Closing), (b) the substantially contemporaneous funding of the Debt Financing (including any Alternative Debt Financing that has been obtained in accordance with Section 5.19 of the Merger Agreement) in accordance with the terms thereof, (c) the substantially simultaneous funding by the Other Investor of its respective portion of the Aggregate Commitment contemplated by the Other Equity Commitment Letter, and (d) the substantially simultaneous consummation of the Transaction in accordance with the terms of the Merger Agreement.

3. Limited Guarantee. Concurrently with the execution and delivery of this Agreement, the Investor is executing and delivering to the Company a guarantee related to certain of Parent' s obligations under the Merger Agreement (the "Limited Guarantee") and the Other Investor is executing a separate guarantee related to certain of Parent' s obligations under the Merger Agreement (the "Other Limited Guarantee").

4. Parties in Interest; Third Party Beneficiary. The parties hereto hereby agree that their respective agreements and obligations set forth herein are solely for the benefit of the other parties hereto and their respective successors and permitted assigns, in accordance with and subject to the terms of this Agreement, and this Agreement is not intended to, and does not, confer upon any Person other than the parties hereto and their respective successors and permitted assigns any benefits, rights or remedies under or by reason of, or any rights to enforce or cause any party hereto to enforce, the obligations set forth herein; provided, that the Company is an express third-party beneficiary of this Agreement solely for the purposes of the enforcement rights provided in clause (ii) of Section 5 below and no others. For the avoidance of doubt, other than as set forth in this Section 4 and clause (ii) of Section 5 below, in no event shall the Company or any of the Company' s Affiliates or equityholders, or any Person claiming by, through or on behalf of any of them, be entitled to rely on or enforce the terms of this letter agreement.

5. Enforceability. This Agreement may only be enforced by (i) Parent and/or (ii) the Company pursuant to an action of specific performance to enforce the obligations of the Investor hereunder, solely to the extent that the requirements for Parent' s obligation to draw down the full proceeds of the Cash Equity in accordance with (and subject to the requirements of) the terms and conditions of Section 8.13(b) of the Merger Agreement are satisfied, and subject to the express terms, conditions and limitations herein and in the Merger Agreement.

6. No Modification; Entire Agreement. This Agreement may not be amended or otherwise modified without the prior written consent of Parent, the Investor, the Other Investor and the Company. Together with the Merger Agreement, the Other Equity Commitment Letter, the Limited Guarantee, the Other Limited Guarantee, the CVR Agreement, the Interim Sponsors Agreement and the Confidential Disclosure Agreement entered into as of the date hereof by and among the Investor and the Other Investor, this Agreement constitutes the sole agreement, and supersedes all prior agreements, understandings and statements, written or oral, between the Investor, the Other Investor or any of their respective Affiliates, on the one hand, and Parent or any of its Affiliates (other than the Investor and the Other Investor), on the other hand, with respect to the transactions contemplated hereby. Except as expressly permitted in Section 1 hereof, no transfer or assignment of any rights or obligations hereunder shall be permitted without the consent of the Company. Any transfer in violation of the preceding sentence shall be null and void.

7. Governing Law; Jurisdiction; Venue; Waiver of Jury Trial.

a. All matters relating to the interpretation, construction, validity and enforcement of this Agreement, including all claims (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby (including any claim or cause or action based upon, arising out of, or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Delaware.

b. Any Action involving any party to this Agreement arising out of, based upon or in any way relating to this Agreement shall be brought exclusively in the Court of Chancery of the State of Delaware (unless the Court of Chancery of the State of Delaware declines to accept jurisdiction over a particular matter, in which case, first to any federal court, or second, to any state court, in each case located in Wilmington, Delaware) (together with the appellate courts thereof, the "Chosen Courts") and each of the parties hereby submits to the exclusive jurisdiction of the Chosen Courts for the purpose of any such Action. Each party irrevocably and unconditionally agrees not to assert (i) any objection which it may ever have to

the laying of venue of any such Action in any Chosen Court, (ii) any claim that any such Action brought in any Chosen Court has been brought in an inconvenient forum and (iii) any claim that any Chosen Court does not have jurisdiction with respect to such Action or over such Person. Each party irrevocably and unconditionally agrees not to commence any Action or other proceeding arising out of this Agreement or any transactions contemplated by this Agreement other than in any Chosen Court, and hereby agrees that a final judgment in any such Action shall be conclusive and may be enforced in other jurisdictions by suit or judgment or in any other manner provided by Law. To the extent that service of process by mail is permitted by applicable Law, each party irrevocably consents to the service of process in any such Action in such courts by the mailing of such process by registered or certified mail, postage prepaid, at its address for notices provided for herein.

c. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF, BASED UPON, UNDER OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF. EACH PARTY ACKNOWLEDGES THAT IT AND EACH OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND PROVISIONS SET FORTH IN THIS SECTION 7.

8. Counterparts. This Agreement may be executed in counterparts, and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto. The parties hereto agree that the delivery of this Agreement may be effected by means of an exchange of facsimile signatures or other electronic delivery.

9. Confidentiality. This Agreement shall be treated as confidential and is being provided to Parent solely in connection with the Transaction. This Agreement may not be used, circulated, quoted or otherwise referred to in any document by the Company or Parent, except with the prior written consent of the Investor; provided, that no such written consent is required for any disclosure of the existence or terms of this Agreement (a) to any of the respective officers, directors, employees, partners, members, managers, successor, permitted assigns, agents and representatives (including, without limitation, legal, financial and accounting advisors) of the Company who reasonably need to know such information and are directed to keep such information confidential on the terms contained in this Section 9, (b) in connection with the enforcement of this Agreement, or (c) to the extent required by applicable Law.

10. Termination. The obligations of the Investor under this Agreement will terminate automatically and immediately upon the earliest to occur of (a) the consummation of the Closing (at which time all such obligations shall be discharged), (b) the receipt by the Company of the Parent Termination Fee, (c) the Company, or any Person claiming by, through or for the benefit of the Company, asserting in writing a claim against any Non- Recourse Party (as defined in the Limited Guarantee) under or in connection with the Merger Agreement, the Limited Guarantee or this Agreement or the transactions contemplated hereby or thereby, other than the Company asserting any Retained Claim (as defined in the Limited Guarantee) against certain Non-Recourse Parties against which such Retained Claim may be asserted pursuant to Section 9 of the Limited Guarantee, (d) the occurrence of any event which, by the terms of the Limited Guarantee, is an event that terminates the Investor' s obligations or liabilities under the Limited Guarantee, and (e) the sixtieth day following the valid termination of the Merger Agreement pursuant to its terms, unless the Company shall have commenced an action to enforce its specific performance rights under Section 5 hereof prior to such sixtieth day, in which case, this Agreement shall terminate upon the resolution of such action by settlement or final, non-appealable order and satisfaction by the Investor of any obligations finally determined or agreed to be owed by the Investor

with respect to this Agreement. Upon any such termination of this Agreement, Parent and the Company shall each have no further rights hereunder and the Investor, Parent, Merger Sub or any of their respective Affiliates shall have no liabilities or obligations hereunder or otherwise in connection with or related to this Agreement and any obligations hereunder will terminate and none of the parties hereto will have any liability whatsoever to any other party (except that the provisions of this Section 10 and Sections 7 and 9 shall survive).

11. Representations and Warranties. The Investor hereby represents and warrants to Parent that (a) it has all applicable organizational power and authority to execute, deliver and perform this Agreement, (b) the execution, delivery and performance of this Agreement by it (i) has been duly and validly authorized and approved by all necessary limited partnership, corporate or other organizational action by it and (ii) no further actions or proceedings on the part of the Investor are necessary for the execution and delivery of this Agreement and the performance by the Investor of any of its obligations hereunder, (c) this Agreement has been duly and validly executed and delivered by the Investor and constitutes a valid and legally binding obligation of the Investor, enforceable against it in accordance with the terms of this Agreement, (d) its portion of the Aggregate Commitment is less than the maximum amount that the Investor is permitted to invest in any one portfolio investment pursuant to the terms of its constituent documents or otherwise, (e) the Investor has as of the date hereof, and at the Closing will have, sufficient uncalled capital commitments in excess of the sum of its portion of the Aggregate Commitment hereunder plus the aggregate amount of all other commitments and obligations it currently has outstanding, and the Investor shall maintain at least such amount of uncalled capital commitments necessary for the Investor to fulfill its portion of the Aggregate Commitment for so long as this Agreement shall remain in effect, and (f) the execution, delivery and performance by the undersigned of this Agreement does not (i) violate the organizational documents of the Investor, (ii) violate any applicable law or judgment or (iii) result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to the loss of any benefit under, any contract to which the Investor is a party.

12. Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid, illegal or unenforceable by any rule of law or public policy, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected thereby, and, to such end, the provisions of this letter agreement are agreed to be severable; provided, however, that this Agreement may not be enforced without giving effect to Sections 1, 2, 5 and 10 of this Agreement.

13. No Assignment. Subject to Section 1 hereof, this Agreement and the GPC Commitment evidenced by this Agreement shall not be assignable. Any purported assignment of this Agreement or the GPC Commitment in contravention of this Section 13 shall be null and void.

[*Remainder of Page Intentionally Left Blank*]

Sincerely,

GPC WH FUND LP

By: BFLEXION International GP LLC, its General Partner

By: /s/ Ronald Cami
Name: Ronald Cami
Title: Manager

By: /s/ Adam Dilluvio
Name: Adam Dilluvio
Title: Secretary and Treasurer

[SIGNATURE PAGE TO EQUITY COMMITMENT LETTER]

Agreed to, acknowledged and accepted:

GINGER ACQUISITION, INC.

By: /s/ Adam Dilluvio
Name: Adam Dilluvio
Title: Authorized Signatory

[SIGNATURE PAGE TO EQUITY COMMITMENT LETTER]

Agreed to, acknowledged and accepted:

Radius Health, Inc.

By: /s/ Kelly Martin
Name: Kelly Martin
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO EQUITY COMMITMENT LETTER]

Schedule A

GPC Commitment

Investor	Commitment
GPC WH Fund LP	$248,000,000

[SIGNATURE PAGE TO EQUITY COMMITMENT LETTER]

Exhibit (d)(6)

June 23, 2022

Ginger Acquisition, Inc.
c/o Gurnet Point Capital
55 Cambridge Parkway, Suite 401
Cambridge, MA 02142

Ladies and Gentlemen:

This letter agreement (this "Agreement") sets forth the commitment of Patient Square Equity Partners, LP, a Delaware limited partnership (the "Investor"), subject to the terms and conditions contained herein, to contribute or cause to be contributed to Ginger Acquisition, Inc., a Delaware corporation ("Parent"), directly or indirectly through one or more equityholders of Investor or otherwise, by way of equity, loans or other instruments or securities, an amount equal to $248,000,000 (such amount, the "PSC Commitment"). Reference is made to that certain Agreement and Plan of Merger (as amended, restated, supplemented or otherwise modified from time to time, the "Merger Agreement"), dated as of the date hereof, by and among Parent, Ginger Merger Sub, Inc., a Delaware corporation and a direct, wholly-owned subsidiary of Parent ("Merger Sub"), and Radius Health, Inc., a Delaware corporation (the "Company"), pursuant to which Merger Sub will merge with and into the Company, with the Company continuing as the Surviving Corporation (such merger and the other transactions contemplated by the Merger Agreement, the "Transaction"). Each capitalized term used and not defined herein shall have the meaning ascribed thereto in the Merger Agreement. The PSC Commitment, together with the equity commitment of GPC WH Fund LP (such amount, the "GPC Commitment")("GPC" or the "Other Investor"), set forth in its respective equity commitment letters delivered to Parent as of the date of this Agreements (the "Other Equity Commitment Letter"), are collectively referred to as the "Aggregate Commitment."

1. Commitments. Subject to the terms and conditions set forth herein, (a) the Investor hereby irrevocably commits that, at or prior to the Closing, it shall contribute or cause to be contributed to Parent (directly or indirectly through one or more equityholders of Investor or otherwise) by way of equity, loans or other instruments or securities, the PSC Commitment, the net proceeds of which, together with the net proceeds of the GPC Commitment and the Debt Financing (including any Alternative Debt Financing that has been obtained in accordance with Section 5.19 of the Merger Agreement), will be used to (i) permit Parent to fund a portion of the Merger Consideration and any other amounts required to be paid by Parent or Merger Sub, as applicable, pursuant to the Merger Agreement and (ii) pay related fees and expenses of the Company, Parent and Merger Sub required to be paid by Parent and Merger Sub, as applicable, pursuant to the Merger Agreement. The Investor shall not, under any circumstances, be obligated to contribute to, purchase equity of, or otherwise provide funds to, Parent or any other Person by operation of this letter agreement in any amount in excess of its portion of the PSC Commitment as set forth on Schedule A hereto. In the event that Parent does not require all of the Aggregate Commitment with respect to which the Investor and the Other Investor have committed pursuant to this letter agreement and the Other Equity Commitment Letter in order to consummate the transactions contemplated by the Merger Agreement, then the amount to be funded by the Investor and/or its permitted assignees with respect to the PSC Commitment shall be proportionately reduced. The Investor shall be entitled to assign a portion of the PSC Commitment to one or more Persons; provided, however, that the amount required to be funded by the Investor with respect to the PSC Commitment will only be reduced by the amount actually contributed by such assignee to Investor.

2. Conditions. The Investor' s obligation to fund its portion of the Aggregate Commitment shall be subject to (a) the satisfaction or waiver of each of the conditions to Parent' s and Merger Sub' s obligations to effect the Closing set forth in the Offer Conditions and Section 6.1 of the Merger Agreement (other than those conditions which are to be satisfied by the delivery of documents or the taking of any other action at the Closing by any party, but subject to the satisfaction or waiver of such conditions at the Closing), (b) the substantially contemporaneous funding of the Debt Financing (including any Alternative Debt Financing that has been obtained in accordance with Section 5.19 of the Merger Agreement) in accordance with the terms thereof, (c) the substantially simultaneous funding by the Other Investor of its respective portion of the Aggregate Commitment contemplated by the Other Equity Commitment Letter, and (d) the substantially simultaneous consummation of the Transaction in accordance with the terms of the Merger Agreement.

3. Limited Guarantee. Concurrently with the execution and delivery of this Agreement, the Investor is executing and delivering to the Company a guarantee related to certain of Parent' s obligations under the Merger Agreement (the "Limited Guarantee") and the Other Investor is executing a separate guarantee related to certain of Parent' s obligations under the Merger Agreement (the "Other Limited Guarantee").

4. Parties in Interest; Third Party Beneficiary. The parties hereto hereby agree that their respective agreements and obligations set forth herein are solely for the benefit of the other parties hereto and their respective successors and permitted assigns, in accordance with and subject to the terms of this Agreement, and this Agreement is not intended to, and does not, confer upon any Person other than the parties hereto and their respective successors and permitted assigns any benefits, rights or remedies under or by reason of, or any rights to enforce or cause any party hereto to enforce, the obligations set forth herein; provided, that the Company is an express third-party beneficiary of this Agreement solely for the purposes of the enforcement rights provided in clause (ii) of Section 5 below and no others. For the avoidance of doubt, other than as set forth in this Section 4 and clause (ii) of Section 5 below, in no event shall the Company or any of the Company' s Affiliates or equityholders, or any Person claiming by, through or on behalf of any of them, be entitled to rely on or enforce the terms of this letter agreement.

5. Enforceability. This Agreement may only be enforced by (i) Parent and/or (ii) the Company pursuant to an action of specific performance to enforce the obligations of the Investor hereunder, solely to the extent that the requirements for Parent' s obligation to draw down the full proceeds of the Cash Equity in accordance with (and subject to the requirements of) the terms and conditions of Section 8.13(b) of the Merger Agreement are satisfied, and subject to the express terms, conditions and limitations herein and in the Merger Agreement.

6. No Modification; Entire Agreement. This Agreement may not be amended or otherwise modified without the prior written consent of Parent, the Investor, the Other Investor and the Company. Together with the Merger Agreement, the Other Equity Commitment Letter, the Limited Guarantee, the Other Limited Guarantee, the CVR Agreement, the Interim Sponsors Agreement and the Confidential Disclosure Agreement entered into as of the date hereof by and among the Investor and the Other Investor, this Agreement constitutes the sole agreement, and supersedes all prior agreements, understandings and statements, written or oral, between the Investor, the Other Investor or any of their respective Affiliates, on the one hand, and Parent or any of its Affiliates (other than the Investor and the Other Investor), on the other hand, with respect to the transactions contemplated hereby. Except as expressly permitted in Section 1 hereof, no transfer or assignment of any rights or obligations hereunder shall be permitted without the consent of the Company. Any transfer in violation of the preceding sentence shall be null and void.

7. Governing Law; Jurisdiction; Venue; Waiver of Jury Trial.

a. All matters relating to the interpretation, construction, validity and enforcement of this Agreement, including all claims (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby (including any claim or cause or action based upon, arising out of, or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Delaware.

b. Any Action involving any party to this Agreement arising out of, based upon or in any way relating to this Agreement shall be brought exclusively in the Court of Chancery of the State of Delaware (unless the Court of Chancery of the State of Delaware declines to accept jurisdiction over a particular matter, in which case, first to any federal court, or second, to any state court, in each case located in Wilmington, Delaware) (together with the appellate courts thereof, the "Chosen Courts") and each of the parties hereby submits to the exclusive jurisdiction of the Chosen Courts for the purpose of any such Action. Each party irrevocably and unconditionally agrees not to assert (i) any objection which it may ever have to

the laying of venue of any such Action in any Chosen Court, (ii) any claim that any such Action brought in any Chosen Court has been brought in an inconvenient forum and (iii) any claim that any Chosen Court does not have jurisdiction with respect to such Action or over such Person. Each party irrevocably and unconditionally agrees not to commence any Action or other proceeding arising out of this Agreement or any transactions contemplated by this Agreement other than in any Chosen Court, and hereby agrees that a final judgment in any such Action shall be conclusive and may be enforced in other jurisdictions by suit or judgment or in any other manner provided by Law. To the extent that service of process by mail is permitted by applicable Law, each party irrevocably consents to the service of process in any such Action in such courts by the mailing of such process by registered or certified mail, postage prepaid, at its address for notices provided for herein.

c. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF, BASED UPON, UNDER OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF. EACH PARTY ACKNOWLEDGES THAT IT AND EACH OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND PROVISIONS SET FORTH IN THIS SECTION 7.

8. Counterparts. This Agreement may be executed in counterparts, and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto. The parties hereto agree that the delivery of this Agreement may be effected by means of an exchange of facsimile signatures or other electronic delivery.

9. Confidentiality. This Agreement shall be treated as confidential and is being provided to Parent solely in connection with the Transaction. This Agreement may not be used, circulated, quoted or otherwise referred to in any document by the Company or Parent, except with the prior written consent of the Investor; provided, that no such written consent is required for any disclosure of the existence or terms of this Agreement (a) to any of the respective officers, directors, employees, partners, members, managers, successor, permitted assigns, agents and representatives (including, without limitation, legal, financial and accounting advisors) of the Company who reasonably need to know such information and are directed to keep such information confidential on the terms contained in this Section 9, (b) in connection with the enforcement of this Agreement, or (c) to the extent required by applicable Law.

10. Termination. The obligations of the Investor under this Agreement will terminate automatically and immediately upon the earliest to occur of (a) the consummation of the Closing (at which time all such obligations shall be discharged), (b) the receipt by the Company of the Parent Termination Fee, (c) the Company, or any Person claiming by, through or for the benefit of the Company, asserting in writing a claim against any Non-Recourse Party (as defined in the Limited Guarantee) under or in connection with the Merger Agreement, the Limited Guarantee or this Agreement or the transactions contemplated hereby or thereby, other than the Company asserting any Retained Claim (as defined in the Limited Guarantee) against certain Non-Recourse Parties against which such Retained Claim may be asserted pursuant to Section 9 of the Limited Guarantee, (d) the occurrence of any event which, by the terms of the Limited Guarantee, is an event that terminates the Investor' s obligations or liabilities under the Limited Guarantee, and (e) the sixtieth day following the valid termination of the Merger Agreement pursuant to its terms, unless the Company shall have commenced an action to enforce its specific performance rights under Section 5 hereof prior to such sixtieth day, in which case, this Agreement shall terminate upon the resolution of such action by settlement or final, non-appealable order and satisfaction by the Investor of any obligations finally determined or agreed to be owed by the Investor with respect to this Agreement. Upon any such termination of this Agreement, Parent and the Company shall each

have no further rights hereunder and the Investor, Parent, Merger Sub or any of their respective Affiliates shall have no liabilities or obligations hereunder or otherwise in connection with or related to this Agreement and any obligations hereunder will terminate and none of the parties hereto will have any liability whatsoever to any other party (except that the provisions of this Section 10 and Sections 7 and 9 shall survive).

11. Representations and Warranties. The Investor hereby represents and warrants to Parent that (a) it has all applicable organizational power and authority to execute, deliver and perform this Agreement, (b) the execution, delivery and performance of this Agreement by it (i) has been duly and validly authorized and approved by all necessary limited partnership, corporate or other organizational action by it and (ii) no further actions or proceedings on the part of the Investor are necessary for the execution and delivery of this Agreement and the performance by the Investor of any of its obligations hereunder, (c) this Agreement has been duly and validly executed and delivered by the Investor and constitutes a valid and legally binding obligation of the Investor, enforceable against it in accordance with the terms of this Agreement, (d) its portion of the Aggregate Commitment is less than the maximum amount that the Investor is permitted to invest in any one portfolio investment pursuant to the terms of its constituent documents or otherwise, (e) the Investor has as of the date hereof, and at the Closing will have, sufficient uncalled capital commitments in excess of the sum of its portion of the Aggregate Commitment hereunder plus the aggregate amount of all other commitments and obligations it currently has outstanding, and the Investor shall maintain at least such amount of uncalled capital commitments necessary for the Investor to fulfill its portion of the Aggregate Commitment for so long as this Agreement shall remain in effect, and (f) the execution, delivery and performance by the undersigned of this Agreement does not (i) violate the organizational documents of the Investor, (ii) violate any applicable law or judgment or (iii) result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to the loss of any benefit under, any contract to which the Investor is a party.

12. Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid, illegal or unenforceable by any rule of law or public policy, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected thereby, and, to such end, the provisions of this letter agreement are agreed to be severable; provided, however, that this Agreement may not be enforced without giving effect to Sections 1, 2, 5 and 10 of this Agreement.

13. No assignments. Subject to Section 1 hereof, this Agreement and the PSC Commitment evidenced by this Agreement shall not be assignable. Any purported assignment of this Agreement or the PSC Commitment in contravention of this Section 13 shall be null and void.

[*Remainder of Page Intentionally Left Blank*]

Sincerely,

PATIENT SQUARE EQUITY PARTNERS, LP

By: Patient Square Equity Advisors, LP, its General Partner

By: Patient Square Capital Holdings, LLC, its General Partner

By: /s/ Adam Fliss

Name: Adam Fliss

Title: General Counsel

[SIGNATURE PAGE TO EQUITY COMMITMENT LETTER]

Agreed to, acknowledged and accepted:

GINGER ACQUISITION, INC.

By: /s/ Adam Dilluvio
Name: Adam Dilluvio
Title: Authorized Signatory

[SIGNATURE PAGE TO EQUITY COMMITMENT LETTER]

Agreed to, acknowledged and accepted:

Radius Health, Inc.

By: /s/ Kelly Martin
Name: Kelly Martin
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO EQUITY COMMITMENT LETTER]

Schedule A

PSC Commitment

Investor	Commitment
Patient Square Equity Partners, LP	$248,000,000

[SIGNATURE PAGE TO EQUITY COMMITMENT LETTER]

Exhibit (d)(7)

Execution Version

LIMITED GUARANTEE

THIS LIMITED GUARANTEE, dated as of June 23, 2022 (this "Limited Guarantee"), by GPC WH Fund LP, a Delaware limited partnership (the "Guarantor"), is in favor of Radius Health, Inc., a Delaware corporation (the "Guaranteed Party").

1. LIMITED GUARANTEE. To induce the Guaranteed Party to enter into that certain Agreement and Plan of Merger, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time pursuant to the terms thereof, the "Merger Agreement"), by and among Ginger Acquisition, Inc., a Delaware corporation ("Parent"), Ginger Merger Sub, Inc., a Delaware corporation and direct, wholly-owned subsidiary of Parent ("Merger Sub"), and the Guaranteed Party, pursuant to which Merger Sub will merge with and into the Guaranteed Party, with the Guaranteed Party continuing as the Surviving Corporation (such merger and the other transactions contemplated by the Merger Agreement, the "Transaction"), the Guarantor, intending to be legally bound, hereby absolutely, irrevocably and unconditionally, guarantees to the Guaranteed Party, on the terms and conditions set forth herein, the due and punctual payment of 50% (the "Guaranteed Percentage") of the obligations of Parent, with respect to the payment of (i) the Parent Termination Fee pursuant to Section 7.5(f) of the Merger Agreement and (ii) Parent' s reimbursement and indemnity obligations pursuant to, and to the extent set forth in, Section 5.19(d) of the Merger Agreement, if and when such payment obligation becomes payable under the Merger Agreement (collectively, the "Obligation"); provided that, notwithstanding anything to the contrary contained in this Limited Guarantee, (A) in no event shall the aggregate liability of the Guarantor under this Limited Guarantee exceed $11,317,500 (the "Cap") and (B) the Guaranteed Party agrees that this Limited Guarantee may not be enforced against the Guarantor without giving effect to the Cap (and to the provisions of Sections 8 and 9 hereof)This Limited Guarantee may be enforced for the payment of money only. All payments hereunder shall be made in lawful money of the United States, in immediately available funds. If Parent fails to discharge any portion of the Obligations when due, upon the Guaranteed Party' s demand, the Guarantor' s liability to the Guaranteed Party hereunder in respect of such portion of the Obligation (up to the Cap) shall become immediately due and payable, and the Guaranteed Party may at any time and from time to time, at the Guaranteed Party' s option, and so long as Parent has failed to discharge the Obligation, take any and all actions available hereunder to collect the Obligation, subject to the Cap in accordance with the terms of this Limited Guarantee.

Each capitalized term used but not defined herein shall have the meaning ascribed to it in the Merger Agreement. This Limited Guarantee, together with the limited guarantee of Patient Square Equity Partners, LP, a Delaware limited partnership ("PSC" or the "Other Guarantor") delivered to the Guaranteed Party as of the date of this Limited Guarantee (the "Other Limited Guarantee"), are collectively referred to as the "Limited Guarantees."

2. NATURE OF GUARANTEE. The Guarantor' s liability hereunder is an absolute, unconditional, irrevocable and continuing guaranty of its Guaranteed Percentage of the Obligation subject to the terms and conditions hereof (including the Cap) irrespective of any rescission, compromise, modification, amendment or waiver of or any departure from the Merger Agreement, or any or all of the documents entered into in connection therewith. In the event that any payment to the Guaranteed Party (whether made by Parent or the Guarantor) in respect of the Obligation is rescinded or must otherwise be returned, for any reason whatsoever, the Guarantor shall remain liable hereunder with respect to the Obligation as if such payment had not been made. This Limited Guarantee is an unconditional and continuing guarantee of payment and not of collection.

3. CHANGES IN OBLIGATION, CERTAIN WAIVERS. The Guarantor agrees that the Guaranteed Party may, in its sole discretion, at any time and from time to time, without notice to or further consent of the Guarantor, extend the time of payment of the Obligation, and may also make any agreement with Parent for the extension, renewal, payment, compromise, discharge or release thereof, in whole or in part, or for any modification of the terms thereof or of any agreement between the Guaranteed Party or Parent, without in any way impairing or affecting the Guarantor' s obligations under this Limited Guarantee or affecting the validity or

enforceability of this Limited Guarantee. The Guarantor agrees that the obligations of the Guarantor hereunder shall not be released or discharged, in whole or in part, or otherwise affected by (a) the failure or delay on the part of the Guaranteed Party to assert any claim or demand or to enforce any right or remedy against Parent; (b) any change in the time, place or manner of payment of the Obligation, or any rescission, waiver, compromise, consolidation, or other amendment or modification of any of the terms or provisions of the Merger Agreement, GPC Equity Commitment Letter, or the Debt Commitment Letter; (c) the addition, substitution or release of any person or entity now or hereafter liable with respect to the Obligation or otherwise interested in the transactions contemplated by the Merger Agreement; (d) any change in the partnership or corporate existence, structure or ownership of the Guarantor, Parent or any person or entity now or hereafter liable with respect to the Obligation or otherwise interested in the transactions contemplated by the Merger Agreement; (e) the existence of any claim, offset or other right which (i) the Guarantor may have at any time against Parent or the Guaranteed Party, any of their respective Affiliates or any other person or entity, or (ii) Parent may have at any time against the Guaranteed Party or any other person or entity, in each case described in the foregoing clauses (i) or (ii), (A) whether in connection with the Obligation or otherwise and (B) except as contemplated by the final sentence of the immediately succeeding paragraph; (f) the adequacy of any other means the Guaranteed Party may have of obtaining payment related to the Obligation; (g) any insolvency, bankruptcy, reorganization or other similar proceeding affecting Parent or any other person or entity now or hereafter liable with respect to the Obligation or otherwise interested in the transactions contemplated by the Merger Agreement, or any of their respective assets; (h) the value, genuineness, validity, illegality or enforceability (as it relates to Parent) of the Merger Agreement, GPC Equity Commitment Letter, the Debt Commitment Letter or any agreement or instrument referred to herein or therein, in each case in accordance with its terms, except as contemplated by the final sentence of the immediately succeeding paragraph, and (i) any discharge of the Guarantor as a matter of applicable law or equity (other than as a result of, and to the extent of, indefeasible payment of its Guaranteed Percentage of the Obligation in accordance with the terms of the Merger Agreement or as a result of defenses to the payment of the Obligation that would be available to Parent under the Merger Agreement). To the fullest extent permitted by applicable law, the Guarantor hereby expressly waives any and all rights or defenses arising by reason of any applicable law which would otherwise require any election of remedies by the Guaranteed Party, including any and all surety defenses and rights or defenses arising by reason of any applicable law which would otherwise require any election of remedies by the Guaranteed Party. The Guarantor waives promptness, diligence, notice of the acceptance of this Limited Guarantee and of its Guaranteed Percentage of the Obligation, presentment, demand for payment, notice of non-performance, default, dishonor and protest, notice of its Guaranteed Percentage of the Obligation incurred and all other notices of any kind, all defenses which may be available by virtue of any valuation, stay, moratorium or other similar applicable law now or hereafter in effect, any right to require the marshalling of assets and all suretyship defenses generally (other than (i) fraud or intentional misrepresentation or willful misconduct of the Guaranteed Party or any of its Affiliates in connection with the Merger Agreement, this Limited Guarantee, the Equity Commitment Letters, the Contingent Value Rights Agreement or the transactions contemplated hereby or thereby or (ii) contractual defenses to the payment of the Obligation that are available to Parent under the Merger Agreement or in respect of a breach by the Guaranteed Party of any of its covenants or agreements in this Limited Guarantee). The Guarantor acknowledges that it will receive substantial direct and indirect benefits from the transactions contemplated by the Merger Agreement and that the waivers, agreements, covenants, obligations and other terms in this Limited Guarantee are knowingly made and agreed to in contemplation of such benefits.

The Guarantor hereby unconditionally and irrevocably waives any rights that it may now have or hereafter acquire against Parent or any other Person interested in the transactions contemplated by the Merger Agreement that arise from the existence, payment, performance or enforcement of the Guarantor' s obligations under or in respect of this Limited Guarantee or any other agreement in connection therewith, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of the Guaranteed Party against Parent or such other Person, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from Parent or such other Person, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right, and the Guarantor shall

not exercise any such rights, in each case, unless and until all of the Obligation shall have been indefeasibly paid in full in immediately available funds. If any amount shall be paid to the Guarantor in violation of the immediately preceding sentence at any time prior to the payment in full in immediately available funds of its portion of the Obligation, such amount shall be received and held in trust for the benefit of the Guaranteed Party, shall be segregated from other property and funds of the Guarantor and shall forthwith be promptly paid or delivered to the Guaranteed Party in the same form as so received (with any necessary endorsement or assignment) to be credited and applied to payment of its portion of the Obligation until it is paid in full, or to be held as collateral for the Obligation thereafter arising.

The Guarantor hereby waives any and all notice of the creation, renewal, extension or accrual of the Obligation and notice of or proof of reliance by the Guaranteed Party upon this Limited Guarantee or acceptance of this Limited Guarantee. The Obligation and the Merger Agreement, and any of them, shall conclusively be deemed to have been created, contracted or incurred in reliance upon this Limited Guarantee, and all dealings between Parent or the Guarantor, on the one hand, and the Guaranteed Party, on the other hand, shall likewise be conclusively presumed to have been had or consummated in reliance upon this Limited Guarantee. When pursuing its rights and remedies hereunder against the Guarantor, the Guaranteed Party shall be under no obligation to pursue such rights and remedies it may have against Parent or any other person or entity for the Obligation or any right of offset with respect thereto, and any failure by the Guaranteed Party to pursue such other rights or remedies or to collect any payments from Parent or any such other person or entity or to realize upon or to exercise any such right of offset, and any release by the Guaranteed Party of Parent or any such other person or entity or any right of offset, shall not relieve the Guarantor of any liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Guaranteed Party.

The Guaranteed Party shall not be obligated to file any claim relating to any Obligation in the event that Parent becomes subject to any insolvency, bankruptcy, reorganization or similar proceeding, and the failure of the Guaranteed Party to so file shall not affect the Guarantor' s obligations hereunder.

Notwithstanding anything to the contrary contained in this Limited Guarantee or otherwise, the Guaranteed Party hereby agrees that (i) the Guarantor shall have all defenses to the payment of its obligations under this Limited Guarantee (which in any event shall be subject to the Cap) that would be available to Parent under the terms of the Merger Agreement with respect to the Obligation, and (ii) any breach or failure by the Guaranteed Party to comply with the terms of the Merger Agreement that, in each case, relieves Parent of its obligations under the Merger Agreement shall likewise automatically and without any further action on the part of any Person relieve the Guarantor of its obligations under this Limited Guarantee to the same extent that Parent is actually so relieved.

4. NO WAIVER; CUMULATIVE RIGHTS. No failure on the part of the Guaranteed Party to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy or power hereunder preclude any other or future exercise by the Guaranteed Party of any right, remedy or power hereunder. Each and every right, remedy and power hereby granted to the Guaranteed Party shall be cumulative and not exclusive of any other, and may be exercised by the Guaranteed Party at any time or from time to time. The Guaranteed Party shall not have any obligation to proceed at any time or in any manner against, or exhaust any or all of the their rights against, Parent or any other person or entity now or hereafter liable for any Obligation or interested in the transactions contemplated by the Merger Agreement prior to proceeding against the Guarantor.

5. REPRESENTATIONS AND WARRANTIES. The Guarantor hereby represents and warrants that:

(a) It is duly organized and validly existing under the laws of its jurisdiction of organization; it has all requisite power and authority to execute, deliver and perform this Limited Guarantee; the execution, delivery and performance of this Limited Guarantee have been duly and validly authorized by all necessary

action, and do not and will not (i) result in any breach or violation of, or default (with or without notice or lapse of time, or both) under, require consent under, or give rise to a right of termination, cancellation, modification or acceleration of any material obligation or the loss of any material benefit under any loan, guarantee of indebtedness or credit agreement, note, bond, mortgage, indenture, lease, agreement, contract, permit, franchise, right or license binding on the Guarantor or result in the creation of any lien upon any of its properties, assets or rights, or (ii) contravene any provision of the Guarantor' s partnership agreement or similar organizational documents, any contract to which it is a party or any applicable law or contractual restriction binding on the Guarantor or its assets; and the person or entity executing and delivering this Limited Guarantee on behalf of the Guarantor is duly authorized to do so;

(b) all consents, approvals, authorizations, permits of, filings with and notifications to, any Governmental Body necessary for the due execution, delivery and performance of this Limited Guarantee by the Guarantor have been obtained or made and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any Governmental Body is required in connection with the execution, delivery or performance of this Limited Guarantee;

(c) this Limited Guarantee constitutes a legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, except as may be limited by (i) applicable bankruptcy, reorganization, insolvency, moratorium or other similar Laws affecting the enforcement of creditors' rights generally from time to time in effect and (ii) the availability of equitable remedies (regardless of whether enforceability is considered in a proceeding at law or in equity); and

(d) the Guarantor has the financial capacity to pay and perform its obligations under, in respect of or in connection with this Limited Guarantee, and all funds necessary for the Guarantor to fulfill such obligations shall be unencumbered and available to the Guarantor (or its permitted assignee pursuant to Section 6 hereof) for so long as this Limited Guarantee shall remain in effect in accordance with Section 8 hereof.

6. NO ASSIGNMENT. Neither this Limited Guarantee nor any right or obligation hereunder may be assigned by any party (by operation of law or otherwise) without the prior written consent of the Guaranteed Party (in the case of an assignment, transfer or delegation by the Guarantor) or the Guarantor (in the case of an assignment, transfer or delegation by the Guaranteed Party); provided, however, that the Guarantor may assign, transfer or delegate all or part of its rights, interests and obligations hereunder, without the prior written consent of the Guaranteed Party, to any other person or entity to which it has allocated all or a portion of its investment commitment in Parent (or any Affiliate thereof, as applicable) in accordance with the terms of the equity commitment letter delivered by the Guarantor in connection with the execution of the Merger Agreement (the "GPC Equity Commitment Letter," and collectively with the equity commitment letter delivered by the Other Guarantor in connection with the execution of the Merger Agreement, the "Equity Commitment Letters"); provided, further, that no such assignment, transfer or delegation shall relieve the Guarantor of its obligations hereunder as the primary obligor. Any attempted assignment in violation of this Section 6 shall be null and void.

7. NOTICES. Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given: (a) on the date established by the sender as having been delivered personally, (b) on the date delivered by a nationally recognized overnight delivery service as established by the sender by evidence obtained from such delivery service, or (c) on the date sent by electronic mail, with confirmation of receipt, if sent prior to 5:00 p.m. New York, New York time, or if sent later, then on the next Business Day. Such communications, to be valid, must be addressed as follows:

if to the Guarantor:

GPC WH Fund LP
c/o Gurnet Point Capital
55 Cambridge Parkway, Suite 401
Cambridge, MA 02142
Attn: Adam Dilluvio
Email: adam.dilluvio@bflexion.com

with a copy to (which alone shall not constitute notice):

Latham & Watkins LLP
200 Clarendon Street
Boston, MA 02116
Attention: Peter Handrinos
Leah Sauter
Email: Peter.Handrinos@lw.com
Leah.Sauter@lw.com

If to the Guaranteed Party, as provided in the Merger Agreement.

8. CONTINUING GUARANTEE. This Limited Guarantee may not be revoked or terminated and shall remain in full force and effect and shall be binding on the Guarantor, its successors and permitted assigns, and shall inure to the benefit of, and be enforceable by, the Guaranteed Party and its successors and permitted assigns, until the Obligation (which shall be subject to the Cap) has been indefeasibly paid in full or this Limited Guarantee has been terminated in accordance with the terms hereof. Notwithstanding the foregoing, or anything else express or implied in this Limited Guarantee or otherwise, this Limited Guarantee shall terminate and the Guarantor shall have no further obligations under or in connection with this Limited Guarantee as of the earliest of (i) the Closing Date if, and only if, the Closing occurs, (ii) the date that is sixty (60) days following any valid termination of the Merger Agreement, unless prior to such date the Guaranteed Party shall have commenced proceedings in a Chosen Court (as defined below) to enforce this Limited Guarantee (but in all cases, subject to the Cap), in which case this Limited Guarantee shall terminate upon the final, non-appealable resolution of such proceedings and satisfaction by the Guarantor of any obligations finally determined or agreed to be owed by the Guarantor, consistent with the terms hereof, (iii) the payment to the Guaranteed Party in full of any Obligation or payments in an aggregate amount equal to the Cap, and (iv) the funding of the GPC Commitment (as defined in the GPC Equity Commitment Letter) under the GPC Equity Commitment Letter. Notwithstanding any other term or provision of this Limited Guarantee, or anything express or implied in this Limited Guarantee or otherwise, in the event that the Guaranteed Party or any of its Affiliates (A) asserts in writing, or directs any other Person to assert in writing, that the provisions of Section 1 hereof (or Section 1 of the Other Limited Guarantee) limiting the Guarantor' s or the Other Guarantor' s liability to the applicable Cap or the provisions of this Section 8 or Section 9 hereof (or Section 8 or Section 9 of the Other Limited Guarantee) are illegal, invalid or unenforceable in whole or in part, or that any of the Guarantor or the Other Guarantor is liable in respect of the Obligation in excess of or to a greater extent than the applicable Cap, or asserting that the Obligation shall be payable more than once, or (B) seeks any remedies against, or asserts any theory of liability against any Non-Recourse Party (as defined in Section 9) with respect to the Merger Agreement, any of the Equity Commitment Letters, any of the Limited Guarantees or any other agreement or instrument delivered in connection with the Merger Agreement, any of the Equity Commitment Letters, any of the Limited Guarantees, or the transactions contemplated hereby or thereby, other than Retained Claims (as defined in Section 9 hereof) asserted against the Non-Recourse Parties as contemplated by Section 9, or (C) seeks any remedies against the Guarantor, the Other Guarantor or any of their respective Affiliates, other than those remedies expressly provided against Parent under the Merger Agreement or expressly provided against the Guarantor or the Other Guarantor under the Limited Guarantees or the Equity Commitment Letters, then, in any such instance (x) the obligations of the Guarantor under or in connection with this Limited Guarantee shall terminate *ab initio* and shall thereupon be null and void, (y) if the Guarantor has previously made any payments under or in connection with this Limited Guarantee, it shall be entitled to recover such payments from the Guaranteed Party, together with reasonable out-of-pocket expenses (including reasonable fees of counsel) incurred by the Guarantor in connection with the enforcement of its rights hereunder, and (z) none of the Guarantor, the Other Guarantor or any other Non-Recourse Party shall have any liability whatsoever (whether at law or in equity, whether sounding in contract, tort, statute or otherwise) to the Guaranteed Party or any other person or entity in any way under or with respect to this Limited Guarantee, the Other Limited Guarantee, any of the Equity Commitment Letters or the Merger Agreement, or the transactions contemplated by the Merger Agreement, the Equity Commitment Letters or the Limited Guarantees.

9. NO RECOURSE. The Guaranteed Party acknowledges and agrees that the assets of Parent are primarily cash in a *de minimis* amount and Parent' s rights under the Merger Agreement and the Equity Commitment Letters and that no additional funds or assets are expected to be contributed to Parent unless and until the Closing occurs. Other than with respect to any Retained Claim (as hereinafter defined), the Guaranteed Party acknowledges and agrees (for itself and its Affiliates) that: (a) no person or entity other than the Guarantor (and the legal successors and assigns of its obligations hereunder) shall have any obligations under or in connection with this Limited Guarantee notwithstanding the fact that the Guarantor is a Delaware limited partnership with a general partner, (b) the Guarantor shall have no obligations under or in connection with this Limited Guarantee except as expressly provided by this Limited Guarantee, and (c) no personal liability shall attach to, and no recourse shall be had by the Guaranteed Party, any of its Affiliates or any person or entity purporting to claim by or through any of them or for the benefit of any of them under any theory of liability (including without limitation by attempting to pierce a corporate, limited liability company, partnership or similar veil, by attempting to compel Parent to enforce any rights that they may have against any person or entity, by attempting to enforce any assessment, or by attempting to enforce any purported right at law or in equity, whether sounding in contract, tort, statute or otherwise) against any Non-Recourse Party (as hereinafter defined) in any way under or in connection with this Limited Guarantee, the Other Limited Guarantee, the Merger Agreement, the Equity Commitment Letters, or any other agreement or instrument delivered in connection with this Limited Guarantee, the Other Limited Guarantee, the Merger Agreement or the Equity Commitment Letters, or the transactions contemplated hereby or thereby (whether at law or in equity, whether sounding in contract, tort, statute or otherwise). The Guaranteed Party hereby covenants and agrees that it shall not, and shall cause its Affiliates not to, institute any proceeding or bring any other claim arising under, or in connection with, this Limited Guarantee, the Other Limited Guarantee, the Merger Agreement or the transactions contemplated thereby, or the Equity Commitment Letters or the transactions contemplated thereby (whether at law or in equity, whether sounding in contract, tort, statute or otherwise), against the Guarantor or any Non-Recourse Party except for claims: (i) against any Non-Recourse Party that is party to, and solely pursuant to the terms of, the Confidentiality Agreement; (ii) against the Guarantor and the Other Guarantor (and their respective legal successors and assigns of its obligations hereunder) under, and pursuant to the terms of, this Limited Guarantee or the Other Limited Guarantee (in each case subject to the applicable limitations therein), (iii) against Parent under, and pursuant to the terms of, the Merger Agreement and (iv) against the Guarantor and the Other Guarantor for specific performance of their respective obligations under the Equity Commitment Letters to fund their respective commitments thereunder in accordance with and pursuant to Section 5 thereof and Section 8.13(b) of the Merger Agreement to the extent expressly permitted thereby (the claims described in clauses (i) through (iv) collectively, the "Retained Claims"). As used herein, the term "Non-Recourse Parties" means, collectively, Parent, the Guarantor, the Other Guarantor and any of the foregoing' s respective former, current or future equity holders, controlling persons, directors, officers, employees, agents, general or limited partners, managers, management companies, members, stockholders, Affiliates, representatives, assignees or any fund under common control with the Guarantor, Parent or Merger Sub and any and all former, current or future equity holders, controlling persons, directors, officers, employees, agents, attorneys, general or limited partners, managers, management companies, members, stockholders, Affiliates or assignees of any of the foregoing, and any and all former, current or future heirs, executors, administrators, trustees, successors or assigns of any of the foregoing.

For the avoidance of doubt, nothing herein is intended or shall be construed to affect the rights and obligations of any Person pursuant to any confidentiality or other agreement or the rights of Parent, Merger Sub, the Guarantor, the Other Guarantor or the Guaranteed Party under or in connection with the Debt Commitment Letter or with respect to the matters contemplated thereby.

10. GOVERNING LAW. All matters relating to the interpretation, construction, validity and enforcement of this Limited Guarantee, including all claims (whether in contract or tort) that may be based upon, arise out of or relate to this Limited Guarantee or the negotiation, execution or performance of this Limited Guarantee or the transactions contemplated hereby (including any claim or cause or action based upon, arising out of, or related to any representation or warranty made in or in connection with this Limited Guarantee or as an inducement to enter

into this Limited Guarantee), shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Delaware.

11. SUBMISSION TO JURISDICTION. Any Action involving any party to this Limited Guarantee arising out of, based upon or in any way relating to this Limited Guarantee shall be brought exclusively in the Court of Chancery of the State of Delaware (unless the Court of Chancery of the State of Delaware declines to accept jurisdiction over a particular matter, in which case, first to any federal court, or second, to any state court, in each case located in Wilmington, Delaware) (together with the appellate courts thereof, the "Chosen Courts") and each of the parties hereby submits to the exclusive jurisdiction of the Chosen Courts for the purpose of any such Action. Each party irrevocably and unconditionally agrees not to assert (i) any objection which it may ever have to the laying of venue of any such Action in any Chosen Court, (ii) any claim that any such Action brought in any Chosen Court has been brought in an inconvenient forum and (iii) any claim that any Chosen Court does not have jurisdiction with respect to such Action or over such Person. Each party irrevocably and unconditionally agrees not to commence any Action or other proceeding arising out of this Limited Guarantee or any transactions contemplated by this Limited Guarantee other than in any Chosen Court, and hereby agrees that a final judgment in any such Action shall be conclusive and may be enforced in other jurisdictions by suit or judgment or in any other manner provided by Law. To the extent that service of process by mail is permitted by applicable Law, each party irrevocably consents to the service of process in any such Action in such courts by the mailing of such process by registered or certified mail, postage prepaid, at its address for notices provided for herein.

12. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF, BASED UPON, UNDER OR RELATING TO THIS LIMITED GUARANTEE OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF. EACH PARTY ACKNOWLEDGES THAT IT AND EACH OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS LIMITED GUARANTEE BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND PROVISIONS SET FORTH IN THIS SECTION 12.

13. COUNTERPARTS AND SIGNATURE. This Limited Guarantee may be executed in counterparts, and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Limited Guarantee shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto. The parties hereto agree that the delivery of Limited Guarantee may be effected by means of an exchange of facsimile signatures or other electronic delivery.

14. NO THIRD PARTY BENEFICIARIES. Except for the provisions of Section 9 which reference Non-Recourse Parties (each of which shall be for the express benefit of and enforceable by each Non-Recourse Party), this Limited Guarantee is not intended, and shall not be deemed, to confer any rights or remedies upon any person or entity other than the parties hereto and their respective successors and permitted assigns.

15. CONFIDENTIALITY. This Limited Guarantee shall be treated as confidential and is being provided to the Guaranteed Party solely in connection with the Transaction. This Limited Guarantee may not be used, circulated, quoted or otherwise referred to in any document by the Guaranteed Party or its Affiliates except with the prior written consent of the Guarantor in each instance; provided that no such written consent is required for any disclosure of the existence of this Limited Guarantee to any party to the Merger Agreement or the Equity Commitment Letters, the legal, financial and accounting advisors to the Guaranteed Party or in connection with the enforcement of this Limited Guarantee.

16. MISCELLANEOUS.

(a) This Limited Guarantee, along with the Other Limited Guarantee, the Equity Commitment Letters, the Merger Agreement, the agreements and instruments delivered in connection with the Merger Agreement, the CVR Agreement and the Confidential Disclosure Agreement, constitutes the entire agreement between the parties hereto and supersedes any prior understandings, agreements or representations by or among the Guarantor or any of its Affiliates, on the one hand, and the Guaranteed Party or any of its Affiliates, on the other hand, written or oral, with respect to the subject matter hereof, and the parties hereto specifically disclaim reliance on any such prior understandings, agreements or representations to the extent not embodied in this Limited Guarantee or such other agreements. No amendment, modification or waiver of any provision hereof shall be enforceable unless approved by the Guaranteed Party, the Guarantor and the Other Guarantor in writing.

(b) Any term or provision of this Limited Guarantee that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction; provided, however, that this Limited Guarantee may not be enforced without giving effect to the limitation of the amount payable by the Guarantor hereunder to the Cap provided in Section 1 hereof and to the provisions of Sections 8 and 9 hereof. No party hereto shall assert, and each party hereto shall cause its respective Affiliates not to assert, that this Limited Guarantee or any part hereof is invalid, illegal or unenforceable.

(c) When reference is made in this Limited Guarantee to a Section, such reference shall be to a Section of this Limited Guarantee, unless otherwise indicated. The headings contained in this Limited Guarantee are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Limited Guarantee. The language used in this Limited Guarantee shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party hereto. Whenever the context may require, any pronouns used in this Limited Guarantee shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Whenever the words "include," "includes" or "including" are used in this Limited Guarantee, they shall be deemed to be followed by the words "without limitation." The words "hereof," "herein" and "hereunder" and words of similar import when used in this Limited Guarantee shall refer to this Limited Guarantee as a whole and not to any particular provision of this Limited Guarantee. No summary of this Limited Guarantee prepared by any party hereto shall affect the meaning or interpretation of this Limited Guarantee.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the Guarantor has caused this Limited Guarantee to be duly executed and delivered as of the date first written above.

GPC WH FUND LP

By: BFLEXION International GP LLC, its General Partner

By: /s/ Ronald Cami
Name: Ronald Cami
Title: Manager

By: /s/ Adam Dilluvio
Name: Adam Dilluvio
Title: Secretary and Treasurer

[SIGNATURE PAGE TO LIMITED GUARANTEE]

IN WITNESS WHEREOF, the Guaranteed Party has caused this Limited Guarantee to be duly executed and delivered as of the date first written above.

RADIUS HEALTH, INC.

By: /s/ Kelly Martin
Name: Kelly Martin
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO LIMITED GUARANTEE]

Exhibit (d)(8)

Execution Version

LIMITED GUARANTEE

THIS LIMITED GUARANTEE, dated as of June 23, 2022 (this "Limited Guarantee"), by Patient Square Equity Partners, LP, a Delaware limited partnership (the "Guarantor"), is in favor of Radius Health, Inc., a Delaware corporation (the "Guaranteed Party").

1. LIMITED GUARANTEE. To induce the Guaranteed Party to enter into that certain Agreement and Plan of Merger, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time pursuant to the terms thereof, the "Merger Agreement"), by and among Ginger Acquisition, Inc., a Delaware corporation ("Parent"), Ginger Merger Sub, Inc., a Delaware corporation and direct, wholly-owned subsidiary of Parent ("Merger Sub"), and the Guaranteed Party, pursuant to which Merger Sub will merge with and into the Guaranteed Party, with the Guaranteed Party continuing as the Surviving Corporation (such merger and the other transactions contemplated by the Merger Agreement, the "Transaction"), the Guarantor, intending to be legally bound, hereby absolutely, irrevocably and unconditionally, guarantees to the Guaranteed Party, on the terms and conditions set forth herein, the due and punctual payment of 50% (the "Guaranteed Percentage") of the obligations of Parent, with respect to the payment of (i) the Parent Termination Fee pursuant to Section 7.5(f) of the Merger Agreement and (ii) Parent' s reimbursement and indemnity obligations pursuant to, and to the extent set forth in, Section 5.19(d) of the Merger Agreement, if and when such payment obligation becomes payable under the Merger Agreement (collectively, the "Obligation"); provided that, notwithstanding anything to the contrary contained in this Limited Guarantee, (A) in no event shall the aggregate liability of the Guarantor under this Limited Guarantee exceed $11,317,500 (the "Cap") and (B) the Guaranteed Party agrees that this Limited Guarantee may not be enforced against the Guarantor without giving effect to the Cap (and to the provisions of Sections 8 and 9 hereof). This Limited Guarantee may be enforced for the payment of money only. All payments hereunder shall be made in lawful money of the United States, in immediately available funds. If Parent fails to discharge any portion of the Obligations when due, upon the Guaranteed Party' s demand, the Guarantor' s liability to the Guaranteed Party hereunder in respect of such portion of the Obligation (up to the Cap) shall become immediately due and payable, and the Guaranteed Party may at any time and from time to time, at the Guaranteed Party' s option, and so long as Parent has failed to discharge the Obligation, take any and all actions available hereunder to collect the Obligation, subject to the Cap in accordance with the terms of this Limited Guarantee. Each capitalized term used but not defined herein shall have the meaning ascribed to it in the Merger Agreement. This Limited Guarantee, together with the limited guarantee of GPC WH Fund LP, a Delaware limited partnership ("GPC" or the "Other Guarantor") delivered to the Guaranteed Party as of the date of this Limited Guarantee (the "Other Limited Guarantee"), are collectively referred to as the "Limited Guarantees."

2. NATURE OF GUARANTEE. The Guarantor' s liability hereunder is an absolute, unconditional, irrevocable and continuing guaranty of its Guaranteed Percentage of the Obligation subject to the terms and conditions hereof (including the Cap) irrespective of any rescission, compromise, modification, amendment or waiver of or any departure from the Merger Agreement, or any or all of the documents entered into in connection therewith. In the event that any payment to the Guaranteed Party (whether made by Parent or the Guarantor) in respect of the Obligation is rescinded or must otherwise be returned, for any reason whatsoever, the Guarantor shall remain liable hereunder with respect to the Obligation as if such payment had not been made. This Limited Guarantee is an unconditional and continuing guarantee of payment and not of collection.

3. CHANGES IN OBLIGATION, CERTAIN WAIVERS. The Guarantor agrees that the Guaranteed Party may, in its sole discretion, at any time and from time to time, without notice to or further consent of the Guarantor, extend the time of payment of the Obligation, and may also make any agreement with Parent for the extension, renewal, payment, compromise, discharge or release thereof, in whole or in part, or for any modification of the terms thereof or of any agreement between the Guaranteed Party or Parent, without in any way impairing or affecting the Guarantor' s obligations under this Limited Guarantee or affecting the validity or enforceability of this Limited Guarantee. The Guarantor agrees that the obligations of the Guarantor hereunder shall not be released or discharged, in whole or in part, or otherwise affected by (a) the failure or delay on the

part of the Guaranteed Party to assert any claim or demand or to enforce any right or remedy against Parent; (b) any change in the time, place or manner of payment of the Obligation, or any rescission, waiver, compromise, consolidation, or other amendment or modification of any of the terms or provisions of the Merger Agreement, PSC Equity Commitment Letter, or the Debt Commitment Letter; (c) the addition, substitution or release of any person or entity now or hereafter liable with respect to the Obligation or otherwise interested in the transactions contemplated by the Merger Agreement; (d) any change in the partnership or corporate existence, structure or ownership of the Guarantor, Parent or any person or entity now or hereafter liable with respect to the Obligation or otherwise interested in the transactions contemplated by the Merger Agreement; (e) the existence of any claim, offset or other right which (i) the Guarantor may have at any time against Parent or the Guaranteed Party, any of their respective Affiliates or any other person or entity, or (ii) Parent may have at any time against the Guaranteed Party or any other person or entity, in each case described in the foregoing clauses (i) or (ii), (A) whether in connection with the Obligation or otherwise and (B) except as contemplated by the final sentence of the immediately succeeding paragraph; (f) the adequacy of any other means the Guaranteed Party may have of obtaining payment related to the Obligation; (g) any insolvency, bankruptcy, reorganization or other similar proceeding affecting Parent or any other person or entity now or hereafter liable with respect to the Obligation or otherwise interested in the transactions contemplated by the Merger Agreement, or any of their respective assets; (h) the value, genuineness, validity, illegality or enforceability (as it relates to Parent) of the Merger Agreement, PSC Equity Commitment Letter, the Debt Commitment Letter or any agreement or instrument referred to herein or therein, in each case in accordance with its terms, except as contemplated by the final sentence of the immediately succeeding paragraph, and (i) any discharge of the Guarantor as a matter of applicable law or equity (other than as a result of, and to the extent of, indefeasible payment of its Guaranteed Percentage of the Obligation in accordance with the terms of the Merger Agreement or as a result of defenses to the payment of the Obligation that would be available to Parent under the Merger Agreement). To the fullest extent permitted by applicable law, the Guarantor hereby expressly waives any and all rights or defenses arising by reason of any applicable law which would otherwise require any election of remedies by the Guaranteed Party, including any and all surety defenses and rights or defenses arising by reason of any applicable law which would otherwise require any election of remedies by the Guaranteed Party. The Guarantor waives promptness, diligence, notice of the acceptance of this Limited Guarantee and of its Guaranteed Percentage of the Obligation, presentment, demand for payment, notice of non-performance, default, dishonor and protest, notice of its Guaranteed Percentage of the Obligation incurred and all other notices of any kind, all defenses which may be available by virtue of any valuation, stay, moratorium or other similar applicable law now or hereafter in effect, any right to require the marshalling of assets and all suretyship defenses generally (other than (i) fraud or intentional misrepresentation or willful misconduct of the Guaranteed Party or any of its Affiliates in connection with the Merger Agreement, this Limited Guarantee, the Equity Commitment Letters, the Contingent Value Rights Agreement or the transactions contemplated hereby or thereby or (ii) contractual defenses to the payment of the Obligation that are available to Parent under the Merger Agreement or in respect of a breach by the Guaranteed Party of any of its covenants or agreements in this Limited Guarantee). The Guarantor acknowledges that it will receive substantial direct and indirect benefits from the transactions contemplated by the Merger Agreement and that the waivers, agreements, covenants, obligations and other terms in this Limited Guarantee are knowingly made and agreed to in contemplation of such benefits.

The Guarantor hereby unconditionally and irrevocably waives any rights that it may now have or hereafter acquire against Parent or any other Person interested in the transactions contemplated by the Merger Agreement that arise from the existence, payment, performance or enforcement of the Guarantor' s obligations under or in respect of this Limited Guarantee or any other agreement in connection therewith, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of the Guaranteed Party against Parent or such other Person, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from Parent or such other Person, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right, and the Guarantor shall not exercise any such rights, in each case, unless and until all of the Obligation shall have been indefeasibly paid in full in immediately available funds. If any amount shall be paid to the Guarantor in violation of the

immediately preceding sentence at any time prior to the payment in full in immediately available funds of its portion of the Obligation, such amount shall be received and held in trust for the benefit of the Guaranteed Party, shall be segregated from other property and funds of the Guarantor and shall forthwith be promptly paid or delivered to the Guaranteed Party in the same form as so received (with any necessary endorsement or assignment) to be credited and applied to payment of its portion of the Obligation until it is paid in full, or to be held as collateral for the Obligation thereafter arising.

The Guarantor hereby waives any and all notice of the creation, renewal, extension or accrual of the Obligation and notice of or proof of reliance by the Guaranteed Party upon this Limited Guarantee or acceptance of this Limited Guarantee. The Obligation and the Merger Agreement, and any of them, shall conclusively be deemed to have been created, contracted or incurred in reliance upon this Limited Guarantee, and all dealings between Parent or the Guarantor, on the one hand, and the Guaranteed Party, on the other hand, shall likewise be conclusively presumed to have been had or consummated in reliance upon this Limited Guarantee. When pursuing its rights and remedies hereunder against the Guarantor, the Guaranteed Party shall be under no obligation to pursue such rights and remedies it may have against Parent or any other person or entity for the Obligation or any right of offset with respect thereto, and any failure by the Guaranteed Party to pursue such other rights or remedies or to collect any payments from Parent or any such other person or entity or to realize upon or to exercise any such right of offset, and any release by the Guaranteed Party of Parent or any such other person or entity or any right of offset, shall not relieve the Guarantor of any liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Guaranteed Party.

The Guaranteed Party shall not be obligated to file any claim relating to any Obligation in the event that Parent becomes subject to any insolvency, bankruptcy, reorganization or similar proceeding, and the failure of the Guaranteed Party to so file shall not affect the Guarantor' s obligations hereunder.

Notwithstanding anything to the contrary contained in this Limited Guarantee or otherwise, the Guaranteed Party hereby agrees that (i) the Guarantor shall have all defenses to the payment of its obligations under this Limited Guarantee (which in any event shall be subject to the Cap) that would be available to Parent under the terms of the Merger Agreement with respect to the Obligation, and (ii) any breach or failure by the Guaranteed Party to comply with the terms of the Merger Agreement that, in each case, relieves Parent of its obligations under the Merger Agreement shall likewise automatically and without any further action on the part of any Person relieve the Guarantor of its obligations under this Limited Guarantee to the same extent that Parent is actually so relieved.

4. NO WAIVER; CUMULATIVE RIGHTS. No failure on the part of the Guaranteed Party to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy or power hereunder preclude any other or future exercise by the Guaranteed Party of any right, remedy or power hereunder. Each and every right, remedy and power hereby granted to the Guaranteed Party shall be cumulative and not exclusive of any other, and may be exercised by the Guaranteed Party at any time or from time to time. The Guaranteed Party shall not have any obligation to proceed at any time or in any manner against, or exhaust any or all of the their rights against, Parent or any other person or entity now or hereafter liable for any Obligation or interested in the transactions contemplated by the Merger Agreement prior to proceeding against the Guarantor.

5. REPRESENTATIONS AND WARRANTIES. The Guarantor hereby represents and warrants that:

(a) It is duly organized and validly existing under the laws of its jurisdiction of organization; it has all requisite power and authority to execute, deliver and perform this Limited Guarantee; the execution, delivery and performance of this Limited Guarantee have been duly and validly authorized by all necessary action, and do not and will not (i) result in any breach or violation of, or default (with or without notice or lapse of time, or both) under, require consent under, or give rise to a right of termination, cancellation,

modification or acceleration of any material obligation or the loss of any material benefit under any loan, guarantee of indebtedness or credit agreement, note, bond, mortgage, indenture, lease, agreement, contract, permit, franchise, right or license binding on the Guarantor or result in the creation of any lien upon any of its properties, assets or rights, or (ii) contravene any provision of the Guarantor' s partnership agreement or similar organizational documents, any contract to which it is a party or any applicable law or contractual restriction binding on the Guarantor or its assets; and the person or entity executing and delivering this Limited Guarantee on behalf of the Guarantor is duly authorized to do so;

(b) all consents, approvals, authorizations, permits of, filings with and notifications to, any Governmental Body necessary for the due execution, delivery and performance of this Limited Guarantee by the Guarantor have been obtained or made and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any Governmental Body is required in connection with the execution, delivery or performance of this Limited Guarantee;

(c) this Limited Guarantee constitutes a legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, except as may be limited by (i) applicable bankruptcy, reorganization, insolvency, moratorium or other similar Laws affecting the enforcement of creditors' rights generally from time to time in effect and (ii) the availability of equitable remedies (regardless of whether enforceability is considered in a proceeding at law or in equity); and

(d) the Guarantor has the financial capacity to pay and perform its obligations under, in respect of or in connection with this Limited Guarantee, and all funds necessary for the Guarantor to fulfill such obligations shall be unencumbered and available to the Guarantor (or its permitted assignee pursuant to Section 6 hereof) for so long as this Limited Guarantee shall remain in effect in accordance with Section 8 hereof.

6. NO ASSIGNMENT. Neither this Limited Guarantee nor any right or obligation hereunder may be assigned by any party (by operation of law or otherwise) without the prior written consent of the Guaranteed Party (in the case of an assignment, transfer or delegation by the Guarantor) or the Guarantor (in the case of an assignment, transfer or delegation by the Guaranteed Party); provided, however, that the Guarantor may assign, transfer or delegate all or part of its rights, interests and obligations hereunder, without the prior written consent of the Guaranteed Party, to any other person or entity to which it has allocated all or a portion of its investment commitment in Parent (or any Affiliate thereof, as applicable) in accordance with the terms of the equity commitment letter delivered by the Guarantor in connection with the execution of the Merger Agreement (the "PSC Equity Commitment Letter," and collectively with the equity commitment letter delivered by the Other Guarantor in connection with the execution of the Merger Agreement, the "Equity Commitment Letters"); provided, further, that no such assignment, transfer or delegation shall relieve the Guarantor of its obligations hereunder as the primary obligor. Any attempted assignment in violation of this Section 6 shall be null and void.

7. NOTICES. Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given: (a) on the date established by the sender as having been delivered personally, (b) on the date delivered by a nationally recognized overnight delivery service as established by the sender by evidence obtained from such delivery service, or (c) on the date sent by electronic mail, with confirmation of receipt, if sent prior to 5:00 p.m. New York, New York time, or if sent later, then on the next Business Day. Such communications, to be valid, must be addressed as follows:

if to the Guarantor:

Patient Square Equity Partners, LP
c/o Patient Square Capital
2884 Sand Hill Road, Suite 100 Menlo Park, CA 94025
Attn: Alex Albert
Adam Fliss
Email: alex@patientsquarecapital.com
adam@patientsquarecapital.com

with a copy to (which alone shall not constitute notice):

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attn: Michael E. Weisser, P.C.
Maggie Flores
Facsimile No.: 212-446-4900
Email: michael.weisser@kirkland.com
maggie.flores@kirkland.com

If to the Guaranteed Party, as provided in the Merger Agreement.

8. CONTINUING GUARANTEE. This Limited Guarantee may not be revoked or terminated and shall remain in full force and effect and shall be binding on the Guarantor, its successors and permitted assigns, and shall inure to the benefit of, and be enforceable by, the Guaranteed Party and its successors and permitted assigns, until the Obligation (which shall be subject to the Cap) has been indefeasibly paid in full or this Limited Guarantee has been terminated in accordance with the terms hereof. Notwithstanding the foregoing, or anything else express or implied in this Limited Guarantee or otherwise, this Limited Guarantee shall terminate and the Guarantor shall have no further obligations under or in connection with this Limited Guarantee as of the earliest of (i) the Closing Date if, and only if, the Closing occurs, (ii) the date that is sixty (60) days following any valid termination of the Merger Agreement, unless prior to such date the Guaranteed Party shall have commenced proceedings in a Chosen Court (as defined below) to enforce this Limited Guarantee (but in all cases, subject to the Cap), in which case this Limited Guarantee shall terminate upon the final, non-appealable resolution of such proceedings and satisfaction by the Guarantor of any obligations finally determined or agreed to be owed by the Guarantor, consistent with the terms hereof, (iii) the payment to the Guaranteed Party in full of any Obligation or payments in an aggregate amount equal to the Cap, and (iv) the funding of the PSC Commitment (as defined in the PSC Equity Commitment Letter) under the PSC Equity Commitment Letter. Notwithstanding any other term or provision of this Limited Guarantee, or anything express or implied in this Limited Guarantee or otherwise, in the event that the Guaranteed Party or any of its Affiliates (A) asserts in writing, or directs any other Person to assert in writing, that the provisions of Section 1 hereof (or Section 1 of the Other Limited Guarantee) limiting the Guarantor' s or the Other Guarantor' s liability to the applicable Cap or the provisions of this Section 8 or Section 9 hereof (or Section 8 or Section 9 of the Other Limited Guarantee) are illegal, invalid or unenforceable in whole or in part, or that any of the Guarantor or the Other Guarantor is liable in respect of the Obligation in excess of or to a greater extent than the applicable Cap, or asserting that the Obligation shall be payable more than once, or (B) seeks any remedies against, or asserts any theory of liability against any Non-Recourse Party (as defined in Section 9) with respect to the Merger Agreement, any of the Equity Commitment Letters, any of the Limited Guarantees or any other agreement or instrument delivered in connection with the Merger Agreement, any of the Equity Commitment Letters, any of the Limited Guarantees, or the transactions contemplated hereby or thereby, other than Retained Claims (as defined in Section 9 hereof) asserted against the Non-Recourse Parties as contemplated by Section 9, or (C) seeks any remedies against the Guarantor, the Other Guarantor or any of their respective Affiliates, other than those remedies expressly provided against Parent under the Merger Agreement or expressly provided against the Guarantor or the Other Guarantor under the Limited Guarantees or the Equity Commitment Letters, then, in any such instance (x) the obligations of the Guarantor under or in connection with this Limited Guarantee shall terminate *ab initio* and shall thereupon be null and void, (y) if the Guarantor has previously made any payments under or in connection with this Limited Guarantee, it shall be entitled to recover such payments from the Guaranteed Party, together with reasonable out-of-pocket expenses (including reasonable fees of counsel) incurred by the Guarantor in connection with the enforcement of its rights hereunder, and (z) none of the Guarantor, the Other Guarantor or any other Non-Recourse Party shall have any liability whatsoever (whether at law or in equity, whether sounding in contract, tort, statute or otherwise) to the Guaranteed Party or any other person or entity in any way under or with respect to this Limited Guarantee, the Other Limited Guarantee, any of the Equity Commitment Letters or the Merger Agreement, or the transactions contemplated by the Merger Agreement, the Equity Commitment Letters or the Limited Guarantees.

9. NO RECOURSE. The Guaranteed Party acknowledges and agrees that the assets of Parent are primarily cash in a *de minimis* amount and Parent' s rights under the Merger Agreement and the Equity Commitment Letters and that no additional funds or assets are expected to be contributed to Parent unless and until the Closing occurs. Other than with respect to any Retained Claim (as hereinafter defined), the Guaranteed Party acknowledges and agrees (for itself and its Affiliates) that: (a) no person or entity other than the Guarantor (and the legal successors and assigns of its obligations hereunder) shall have any obligations under or in connection with this Limited Guarantee notwithstanding the fact that the Guarantor is a Delaware limited partnership with a general partner, (b) the Guarantor shall have no obligations under or in connection with this Limited Guarantee except as expressly provided by this Limited Guarantee, and (c) no personal liability shall attach to, and no recourse shall be had by the Guaranteed Party, any of its Affiliates or any person or entity purporting to claim by or through any of them or for the benefit of any of them under any theory of liability (including without limitation by attempting to pierce a corporate, limited liability company, partnership or similar veil, by attempting to compel Parent to enforce any rights that they may have against any person or entity, by attempting to enforce any assessment, or by attempting to enforce any purported right at law or in equity, whether sounding in contract, tort, statute or otherwise) against any Non-Recourse Party (as hereinafter defined) in any way under or in connection with this Limited Guarantee, the Other Limited Guarantee, the Merger Agreement, the Equity Commitment Letters, or any other agreement or instrument delivered in connection with this Limited Guarantee, the Other Limited Guarantee, the Merger Agreement or the Equity Commitment Letters, or the transactions contemplated hereby or thereby (whether at law or in equity, whether sounding in contract, tort, statute or otherwise). The Guaranteed Party hereby covenants and agrees that it shall not, and shall cause its Affiliates not to, institute any proceeding or bring any other claim arising under, or in connection with, this Limited Guarantee, the Other Limited Guarantee, the Merger Agreement or the transactions contemplated thereby, or the Equity Commitment Letters or the transactions contemplated thereby (whether at law or in equity, whether sounding in contract, tort, statute or otherwise), against the Guarantor or any Non-Recourse Party except for claims: (i) against any Non-Recourse Party that is party to, and solely pursuant to the terms of, the Confidentiality Agreement; (ii) against the Guarantor and the Other Guarantor (and their respective legal successors and assigns of its obligations hereunder) under, and pursuant to the terms of, this Limited Guarantee or the Other Limited Guarantee (in each case subject to the applicable limitations therein), (iii) against Parent under, and pursuant to the terms of, the Merger Agreement and (iv) against the Guarantor and the Other Guarantor for specific performance of their respective obligations under the Equity Commitment Letters to fund their respective commitments thereunder in accordance with and pursuant to Section 5 thereof and Section 8.13(b) of the Merger Agreement to the extent expressly permitted thereby (the claims described in clauses (i) through (iv) collectively, the "Retained Claims"). As used herein, the term "Non-Recourse Parties" means, collectively, Parent, the Guarantor, the Other Guarantor and any of the foregoing' s respective former, current or future equity holders, controlling persons, directors, officers, employees, agents, general or limited partners, managers, management companies, members, stockholders, Affiliates, representatives, assignees or any fund under common control with the Guarantor, Parent or Merger Sub and any and all former, current or future equity holders, controlling persons, directors, officers, employees, agents, attorneys, general or limited partners, managers, management companies, members, stockholders, Affiliates or assignees of any of the foregoing, and any and all former, current or future heirs, executors, administrators, trustees, successors or assigns of any of the foregoing.

For the avoidance of doubt, nothing herein is intended or shall be construed to affect the rights and obligations of any Person pursuant to any confidentiality or other agreement or the rights of Parent, Merger Sub, the Guarantor, the Other Guarantor or the Guaranteed Party under or in connection with the Debt Commitment Letter or with respect to the matters contemplated thereby.

10. GOVERNING LAW. All matters relating to the interpretation, construction, validity and enforcement of this Limited Guarantee, including all claims (whether in contract or tort) that may be based upon, arise out of or relate to this Limited Guarantee or the negotiation, execution or performance of this Limited Guarantee or the transactions contemplated hereby (including any claim or cause or action based upon, arising out of, or related to any representation or warranty made in or in connection with this Limited Guarantee or as an inducement to enter

into this Limited Guarantee), shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Delaware.

11. SUBMISSION TO JURISDICTION. Any Action involving any party to this Limited Guarantee arising out of, based upon or in any way relating to this Limited Guarantee shall be brought exclusively in the Court of Chancery of the State of Delaware (unless the Court of Chancery of the State of Delaware declines to accept jurisdiction over a particular matter, in which case, first to any federal court, or second, to any state court, in each case located in Wilmington, Delaware) (together with the appellate courts thereof, the "Chosen Courts") and each of the parties hereby submits to the exclusive jurisdiction of the Chosen Courts for the purpose of any such Action. Each party irrevocably and unconditionally agrees not to assert (i) any objection which it may ever have to the laying of venue of any such Action in any Chosen Court, (ii) any claim that any such Action brought in any Chosen Court has been brought in an inconvenient forum and (iii) any claim that any Chosen Court does not have jurisdiction with respect to such Action or over such Person. Each party irrevocably and unconditionally agrees not to commence any Action or other proceeding arising out of this Limited Guarantee or any transactions contemplated by this Limited Guarantee other than in any Chosen Court, and hereby agrees that a final judgment in any such Action shall be conclusive and may be enforced in other jurisdictions by suit or judgment or in any other manner provided by Law. To the extent that service of process by mail is permitted by applicable Law, each party irrevocably consents to the service of process in any such Action in such courts by the mailing of such process by registered or certified mail, postage prepaid, at its address for notices provided for herein.

12. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF, BASED UPON, UNDER OR RELATING TO THIS LIMITED GUARANTEE OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF. EACH PARTY ACKNOWLEDGES THAT IT AND EACH OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS LIMITED GUARANTEE BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND PROVISIONS SET FORTH IN THIS SECTION 12.

13. COUNTERPARTS AND SIGNATURE. This Limited Guarantee may be executed in counterparts, and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Limited Guarantee shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto. The parties hereto agree that the delivery of Limited Guarantee may be effected by means of an exchange of facsimile signatures or other electronic delivery.

14. NO THIRD PARTY BENEFICIARIES. Except for the provisions of Section 9 which reference Non-Recourse Parties (each of which shall be for the express benefit of and enforceable by each Non-Recourse Party), this Limited Guarantee is not intended, and shall not be deemed, to confer any rights or remedies upon any person or entity other than the parties hereto and their respective successors and permitted assigns.

15. CONFIDENTIALITY. This Limited Guarantee shall be treated as confidential and is being provided to the Guaranteed Party solely in connection with the Transaction. This Limited Guarantee may not be used, circulated, quoted or otherwise referred to in any document by the Guaranteed Party or its Affiliates except with the prior written consent of the Guarantor in each instance; provided that no such written consent is required for any disclosure of the existence of this Limited Guarantee to any party to the Merger Agreement or the Equity Commitment Letters, the legal, financial and accounting advisors to the Guaranteed Party or in connection with the enforcement of this Limited Guarantee.

16. MISCELLANEOUS.

(a) This Limited Guarantee, along with the Other Limited Guarantee, the Equity Commitment Letters, the Merger Agreement, the agreements and instruments delivered in connection with the Merger Agreement, the CVR Agreement and the Confidential Disclosure Agreement, constitutes the entire agreement between the parties hereto and supersedes any prior understandings, agreements or representations by or among the Guarantor or any of its Affiliates, on the one hand, and the Guaranteed Party or any of its Affiliates, on the other hand, written or oral, with respect to the subject matter hereof, and the parties hereto specifically disclaim reliance on any such prior understandings, agreements or representations to the extent not embodied in this Limited Guarantee or such other agreements. No amendment, modification or waiver of any provision hereof shall be enforceable unless approved by the Guaranteed Party, the Guarantor and the Other Guarantor in writing.

(b) Any term or provision of this Limited Guarantee that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction; provided, however, that this Limited Guarantee may not be enforced without giving effect to the limitation of the amount payable by the Guarantor hereunder to the Cap provided in Section 1 hereof and to the provisions of Sections 8 and 9 hereof. No party hereto shall assert, and each party hereto shall cause its respective Affiliates not to assert, that this Limited Guarantee or any part hereof is invalid, illegal or unenforceable.

(c) When reference is made in this Limited Guarantee to a Section, such reference shall be to a Section of this Limited Guarantee, unless otherwise indicated. The headings contained in this Limited Guarantee are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Limited Guarantee. The language used in this Limited Guarantee shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party hereto. Whenever the context may require, any pronouns used in this Limited Guarantee shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Whenever the words "include," "includes" or "including" are used in this Limited Guarantee, they shall be deemed to be followed by the words "without limitation." The words "hereof," "herein" and "hereunder" and words of similar import when used in this Limited Guarantee shall refer to this Limited Guarantee as a whole and not to any particular provision of this Limited Guarantee. No summary of this Limited Guarantee prepared by any party hereto shall affect the meaning or interpretation of this Limited Guarantee.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the Guarantor has caused this Limited Guarantee to be duly executed and delivered as of the date first written above.

Patient Square Equity Partners, LP
By: Patient Square Equity Advisors, LP, its General Partner
By: Patient Square Capital Holdings, LLC, its General Partner

By: /s/ Adam Fliss
Name: Adam Fliss
Title: General Counsel

[SIGNATURE PAGE TO LIMITED GUARANTEE]

IN WITNESS WHEREOF, the Guaranteed Party has caused this Limited Guarantee to be duly executed and delivered as of the date first written above.

RADIUS HEALTH, INC.

By: /s/ Kelly Martin
Name: Kelly Martin
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO LIMITED GUARANTEE]

Exhibit 107

Calculation of Filing Fee Tables

Schedule TO-T
(Rule 14d-100)
RADIUS HEALTH, INC.
(Name of Subject Company)

GINGER MERGER SUB, INC.
(Offeror)
a wholly owned subsidiary of

GINGER ACQUISITION, INC.
(Parent of Offeror)

GINGER HOLDINGS, INC.
GINGER TOPCO L.P.
GINGER GP LLC
GPC WH FUND LP
PATIENT SQUARE EQUITY PARTNERS, LP
(Other Persons)
(Names of Filing Persons)

Table 1-Transaction Valuation

	Transaction Valuation*	Fee rate	Amount of Filing Fee**
Fees to Be Paid	$627,849,596	0.0000927	$58,201.66
Fees Previously Paid	$0		$0
Total Transaction Valuation	$627,849,596		
Total Fees Due for Filing			$58,201.66
Total Fees Previously Paid			$0
Total Fee Offsets			$0
Net Fee Due			$58,201.66

* Estimated solely for purposes of calculating the amount of the filing fee only. The transaction value was determined by multiplying the product of (a) $11.00, which is the sum of (i) the closing cash payment of $10.00 per share and (ii) $1.00 per share, which is the maximum amount payable with respect to the contingent value rights by (b) the sum of (i) 47,607,604 shares of common stock, par value $0.0001 per share, of Radius Health, Inc. ("Radius") issued and outstanding as of June 30, 2022, (ii) 6,788,067 shares issuable pursuant to outstanding stock options, (iii) 1,684,552 shares issuable pursuant to outstanding restricted stock unit awards, (iv) 960,000 shares issuable pursuant to outstanding performance stock unit awards (at maximum), and (v) 37,013 shares reserved for issuance under Radius' s 2016 Employee Stock Purchase Plan.

** The amount of the filing fee was calculated in accordance with Rule 0-11 of the Securities Exchange Act of 1934, as amended, and Fee Rate Advisory #1 for fiscal year 2022 beginning on October 1, 2021, issued August 23, 2021, by multiplying the transaction value by 0.0000927.