

MYOS RENS TECHNOLOGY INC.

Form 8-K

February 21, 2017

**UNITED STATES**

**SECURITIES AND EXCHANGE COMMISSION**

**WASHINGTON, D.C. 20549**

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the**

**Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **February 21, 2017**

**MYOS RENS TECHNOLOGY INC.**

(Exact name of registrant as specified in its charter)

**Nevada**

(State or other jurisdiction  
of incorporation)

**000-53298**

(Commission File Number)

**90-0772394**

(IRS Employer

Identification No.)

**45 Horsehill Road,**

**07927**

**Suite 106 Cedar Knolls, New Jersey**

(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code **(973) 509-0444**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

### **Item 1.01. Entry into a Material Definitive Agreement**

On February 21, 2017, MYOS RENS Technology Inc. (the “**Company**”) entered into a Sales Agreement (the “**Agreement**”) with H.C. Wainwright & Co., LLC (“**H.C. Wainwright**”) which establishes an at-the-market equity program pursuant to which the Company may offer and sell up to \$6.0 million of its shares of common stock (the “**Shares**”), from time to time through H.C. Wainwright, as set forth in the Agreement. The Company will determine, at its sole discretion, the timing and number of shares to be sold pursuant to the Agreement along with any minimum price below which sales may not be made.

Pursuant to the Agreement, H.C. Wainwright will use its commercially reasonable efforts consistent with its normal trading and sales practices to sell the Shares from time to time, based upon instructions from the Company. The Company has provided H.C. Wainwright with customary indemnification rights, and H.C. Wainwright will be entitled to a commission at a fixed rate equal to three percent (3.0%) of the gross proceeds per share sold. In addition, the Company has agreed to pay certain expenses incurred by H.C. Wainwright in connection with the Agreement, including up to \$50,000 of the fees and disbursements of their counsel. The Agreement will terminate upon the sale of all of the Shares under the Agreement unless terminated earlier by either party as permitted under the Agreement.

Sales of the Shares, if any, under the Agreement shall be made in transactions that are deemed to be “at the market offerings” as defined in Rule 415 under the Securities Act of 1933, as amended (the “**Securities Act**”), including sales made from time to time directly on or through the Nasdaq Capital Market, on any other existing trading market for the common stock, to or through a market maker other than on an exchange or otherwise, in negotiated transactions at market prices prevailing at the time of sale or at prices related to such prevailing market prices, and/or in any other method permitted by law. The Company has no obligation to sell any of the Shares, and, at any time, the Company may suspend offers under the Agreement or terminate the Agreement.

The Shares are being offered by the Company pursuant to a shelf registration statement on Form S-3 (File No. 333-199392), which was declared effective on October 28, 2014 by the Securities and Exchange Commission (the “**SEC**”). The Shares may be offered only by means of a prospectus, including a prospectus supplement, forming a part of the effective registration statement. A prospectus supplement relating to the offering of the Shares will be filed with the SEC and will be available on the SEC’s website at <http://www.sec.gov>.

The foregoing description of the Agreement does not purport to be complete and is qualified in its entirety by reference to the Agreement, which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

The legal opinion, including the related consent, of Ellenoff Grossman & Schole LLP relating to the legality of the issuance and sale of the Shares is filed hereto as Exhibit 5.1.

This Current Report on Form 8-K does not constitute an offer to sell the Shares or a solicitation of an offer to buy such securities, nor shall there be any sale of the Shares in any state or jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit Number</b>	<b>Description</b>
5.1	Opinion of Ellenoff Grossman & Schole LLP
10.1	Sales Agreement, dated February 21, 2017, between the Company and H.C. Wainwright & Co., LLC
23.1	Consent of Ellenoff Grossman & Schole LLP (included in Exhibit 5.1)

**SIGNATURE**

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

**MYOS RENS TECHNOLOGY INC.**

Dated: February 21, 2017 By: /s/ Joseph Mannello  
Name: Joseph Mannello  
Title: Interim Chief Executive Officer