

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, 2020 (February 14, 2020)

**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,  
Suite 106 Cedar Knolls, New Jersey**  
(Address of principal executive offices)

**07927**  
(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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.001 Series A Preferred Stock Purchase Rights, \$0.001 par value	MYOS	The NASDAQ Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

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

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

On February 14, 2020, MYOS RENS Technology Inc. (the “**Company**”) entered into the First Amendment to Rights Agreement (the “**Amendment**”) with Transhare, as rights agent, which amends the Rights Agreement, dated as of February 14, 2017 (the “**Rights Agreement**”) previously entered into between the Company and Island Stock Transfer, as rights agent. The Amendment: (i) extends the Final Expiration Date (as defined in the Rights Agreement) from February 14, 2020 to February 14, 2021; and (ii) changes the Exchange Ratio (as defined in the Rights Agreement) from two shares of common stock to ten shares of common stock.

The foregoing description does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, which is filed as Exhibit 4.1 to this Current Report on Form 8-K and is incorporated herein by reference.

**Item 3.03. Material Modification to Rights of Security Holders.**

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated into this Item 3.03 by reference.

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

*(d) Exhibits.*

<b>Exhibit Number</b>	<b>Description</b>
4.1	<a href="#">First Amendment to Rights Agreement, dated as of February 14, 2020, by and between MYOS RENS Technology Inc. and Transhare, as Rights Agent</a>

**SIGNATURES**

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

**MYOS RENS TECHNOLOGY, INC.**

Dated: February 21, 2020

By: /s/ Joseph Mannello  
Name: Joseph Mannello  
Title: Chief Executive Officer

**FIRST AMENDMENT TO RIGHTS AGREEMENT**

**THIS FIRST AMENDMENT TO RIGHTS AGREEMENT** (this "*Amendment*") is made and entered into as of February 14, 2020, by and between MYOS RENS Technology Inc., a Nevada corporation (the "*Company*"), and Transhare, as Rights Agent (the "*Rights Agent*").

**WHEREAS**, the Company and Island Stock Transfer previously entered into a Rights Agreement, dated as of February 14, 2017 (as amended, the "*Agreement*") (capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement);

**WHEREAS**, the Company has appointed the Rights Agent to serve as the successor rights agent and the Rights Agent has agreed to serve in such position;

**WHEREAS**, Section 27 of the Agreement provides, among other things, that prior to such time as any Person becomes an Acquiring Person, the Company and the Rights Agent may from time to time supplement or amend the Agreement in any respect without the approval of any holders of certificates representing Common Stock;

**WHEREAS**, no Person has become an Acquiring Person on or prior to the date hereof;

**WHEREAS**, the Board of Directors of the Company (the "*Board*") has determined it is in the best interests of the Company and its stockholders to amend the Agreement as set forth herein; and

**WHEREAS**, the Board has authorized and approved this Amendment.

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**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby agrees to amend the Agreement as follows and directs the Rights Agent to execute this Amendment:

1. Section 7 of the Agreement is hereby amended as follows:

(a) Clause (a) shall be removed and replaced with the following:

“Subject to Section 7(e) hereof, the registered holder of any Rights Certificate may exercise the Rights evidenced thereby (except as otherwise provided herein including, without limitation, in the restrictions on exercisability set forth in Sections 9(c), 11(a)(iii) and 23(a) hereof) in whole or in part at any time after the Distribution Date upon surrender of the Rights Certificate, with the form of election to purchase and the certificate on the reverse side thereof properly completed and duly executed, to the Rights Agent at the office of the Rights Agent designated for such purpose, together with payment of the Exercise Price for each one one-thousandth of a share of Preferred Stock (or Common Stock, other securities, cash or other assets, as the case may be) as to which the Rights are exercised, at or prior to the earliest of: (i) the Close of Business on February 14, 2021 (the “**Final Expiration Date**”); (ii) the time at which the Rights are redeemed pursuant to Section 23 hereof (the “**Redemption Date**”); (iii) the time at which the Rights are exchanged pursuant to Section 24 hereof (the “**Exchange Date**”); or (iv) the closing of any merger or other acquisition transaction involving the Company pursuant to an agreement of the type described in Section 13(f) at which time the Rights are terminated; (the earliest of (i), (ii) (iii) and (iv) being herein referred to as the “**Expiration Date**”).”

2. Section 24 of the Agreement is hereby amended as follows:

(a) Clause (a) shall be removed and replaced with the following:

“The Board may, at its option, at any time after any Person becomes an Acquiring Person, exchange all or part of the then outstanding and exercisable Rights (which shall not include Rights that have become null and void pursuant to the provisions of Section 7(e) hereof) for shares of Common Stock at an exchange ratio of ten shares of Common Stock per each outstanding Right, as appropriately adjusted to reflect any stock split, reverse stock split, stock dividend or similar transaction occurring after the date hereof (such exchange ratio being hereinafter referred to as the “Exchange Ratio”). Notwithstanding the foregoing, the Board is not empowered to effect such exchange at any time after any Acquiring Person, together with all of its Related Persons, becomes the Beneficial Owner of 50% or more of the shares of Common Stock then outstanding. The exchange of the Rights by the Board may be made effective at such time, on such basis and with such conditions as the Board in its sole discretion may establish. From and after the occurrence of a Flip-Over Event, any Rights that theretofore have not been exchanged pursuant to this Section 24(a) will thereafter be exercisable only in accordance with Section 13 hereof and may not be exchanged pursuant to this Section 24(a).”

3. Exhibit B to the Agreement is hereby amended as follows:

(a) The reference to “February 14, 2020” on page B-1 shall be removed and replaced with “February 14, 2021”.

(b) The reference to “exchange ratio of two shares of Common Stock” on page B-2 shall be removed and replaced with “exchange ratio of ten shares of Common Stock”.

4. Exhibit C to the Agreement is hereby amended as follows:

(a) The references to “February 14, 2020” in Exhibit C shall be removed and replaced with “February 14, 2021”.

(b) The reference to “exchange ratio of two shares of Common Stock” on page C-2 shall be removed and replaced with “exchange ratio of ten shares of Common Stock”.

5. This Amendment is effective as of the date first set forth above.

6. This Amendment may be executed in any number of counterparts; each such counterpart shall for all purposes be deemed to be an original; and all such counterparts shall together constitute but one and the same instrument. A signature to this Amendment executed and/or transmitted electronically shall have the same authority, effect and enforceability as an original signature.

7. The undersigned representative of the Company hereby certifies in such capacity to the Rights Agent that he is the duly elected and qualified Chief Executive Officer of the Company and that this Amendment is in compliance with the terms of Section 27 of the Agreement.

8. Except as modified hereby, the Agreement is reaffirmed in all respects, and all references therein to “the Agreement” shall mean the Agreement, as modified hereby.

\* \* \* \* \*

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first written above.

**MYOS RENS TECHNOLOGY INC.**

By: /s/ Joseph Mannello  
Name: Joseph Mannello  
Title: Chief Executive Officer

**TRANSHARE**

By: /s/ Kimberly Whiteside  
Name: Kimberly Whiteside  
Title: Director of Operations