

ACORDA THERAPEUTICS INC  
Form 8-K  
June 23, 2014

**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): June 17, 2014**

**Acorda Therapeutics, Inc.**

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

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

**000-50513**  
**(Commission**  
  
**File Number)**

**13-3831168**  
**(I.R.S. Employer**  
  
**Identification No.)**

**420 Saw Mill River Road, Ardsley, NY**  
**(Address of principal executive offices)**

**10502**  
**(Zip Code)**

**Registrant's telephone number, including area code: (914) 347-4300**

**Not Applicable**

**Former name or former address, if changed since last report**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- .. Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- .. Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- .. Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- .. Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

On June 17, 2014, Acorda Therapeutics, Inc. (the Company ) entered into an underwriting agreement (the Underwriting Agreement ) with J.P. Morgan Securities LLC (the Underwriter ) relating to the issuance by the Company of \$345 million aggregate principal amount of 1.75% Convertible Senior Notes due 2021 (the Notes ) in an underwritten public offering pursuant to the Company s Registration Statement on Form S-3 (File No. 333-196803) (the Registration Statement ) and a related preliminary and final prospectus supplement, filed with the Securities and Exchange Commission (the Offering ). The principal amount of Notes includes \$45 million aggregate principal amount of Notes that was purchased by the Underwriter pursuant to an option granted to the Underwriter in the Underwriting Agreement, which option was exercised in full. The net proceeds from the offering, after deducting the Underwriter s discount and the estimated offering expenses payable by the Company, were approximately \$337.6 million.

The Notes are governed by the terms of an indenture, dated as of June 23, 2014 (the Base Indenture ) and the first supplemental indenture, dated as of June 23, 2014 (the Supplemental Indenture ), and together with the Base Indenture, the Indenture ), each between the Company and Wilmington Trust, National Association, as trustee (the Trustee ). The Notes will be convertible into cash, shares of the Company s common stock or a combination of cash and shares of the Company s common stock, at the Company s election, based on an initial conversion rate, subject to adjustment, of 23.4968 shares per \$1,000 principal amount of Notes (which represents an initial conversion price of approximately \$42.56 per share), only in the following circumstances and to the following extent: (1) during the five business day period after any five consecutive trading day period (the measurement period ) in which the trading price per \$1,000 principal amount of Notes for each trading day of the measurement period was less than 98% of the product of the last reported sale price of the Company s common stock and the conversion rate on each such trading day; (2) during any calendar quarter commencing after the calendar quarter ending on September 30, 2014 (and only during such calendar quarter), if the last reported sale price of the common stock for at least 20 trading days (whether or not consecutive) during a period of 30 consecutive trading days ending on, and including, the last trading day of the immediately preceding calendar quarter is greater than or equal to 130% of the conversion price on each applicable trading day; (3) if the Company calls any or all of the Notes for redemption, at any time prior to the close of business on the scheduled trading day immediately preceding the redemption date; (4) upon the occurrence of specified events described in the Indenture; and (5) at any time on or after December 15, 2020 through the second scheduled trading day immediately preceding the maturity date.

The Company may not redeem the Notes prior to June 20, 2017. The Company may redeem for cash all or part of the Notes, at the Company s option, on or after June 20, 2017 if the last reported sale price of the Company s common stock has been at least 130% of the conversion price then in effect for at least 20 trading days (whether or not consecutive) during any 30 consecutive trading day period (including the last trading day of such period) ending within five trading days prior to the date on which the Company provides notice of redemption at a redemption price equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest to, but excluding, the redemption date.

The Company will pay 1.75% interest per annum on the principal amount of the Notes, payable semiannually in arrears in cash on June 15 and December 15 of each year, beginning on December 15, 2014. The Notes will mature on June 15, 2021.

If the Company undergoes a fundamental change (as defined in the Indenture), subject to certain conditions, holders may require the Company to repurchase for cash all or part of their Notes in principal amounts of \$1,000 or an integral multiple thereof. The fundamental change repurchase price will be equal to 100% of the principal amount of the Notes to be repurchased, plus accrued and unpaid interest to, but excluding, the fundamental change repurchase date. If a make-whole fundamental change, as described in the Indenture, occurs and a holder elects to convert its Notes in connection with such make-whole fundamental change, such holder may be entitled to an increase in the conversion rate as described in the Indenture.

The Indenture contains customary terms and covenants and events of default. If an event of default (other than certain events of bankruptcy, insolvency or reorganization involving the Company) occurs and is continuing, the Trustee by notice to the Company, or the holders of at least 25% in principal amount of the outstanding Notes by notice to the Company and the Trustee, may declare 100% of the principal of and accrued and unpaid interest, if any, on all the Notes to be due and payable. Upon such a declaration of acceleration, such principal and accrued and unpaid interest, if any, will be due and payable immediately. Upon the occurrence of certain events of bankruptcy, insolvency or reorganization involving the Company, 100% of the principal of and accrued and unpaid interest, if any, on all of the Notes will become due and payable automatically. Notwithstanding the foregoing, the Indenture provides that, to the extent the Company elects and for up to 270 days, the sole remedy for an event of default relating to certain failures by the Company to comply with certain reporting covenants in the Indenture consists exclusively of the right to receive additional interest on the Notes.

The Notes will be senior unsecured obligations and will rank equally with all of the Company's existing and future senior debt and senior to any of the Company's subordinated debt. The Notes will be structurally subordinated to all existing or future indebtedness and other liabilities (including trade payables) of the Company's subsidiaries and will be effectively subordinated to the Company's existing or future secured indebtedness to the extent of the value of the collateral. The Indenture does not limit the amount of debt that the Company or its subsidiaries may incur.

A copy of the Underwriting Agreement is filed as Exhibit 1.1 to this report. A copy of the Base Indenture is filed as Exhibit 4.1 to this report. A copy of the Supplemental Indenture is filed as Exhibit 4.2 to this report. The Form of 1.75% Convertible Senior Note due 2021 (as included in Exhibit 4.2) is Exhibit 4.3 to this report. The foregoing description of the Notes, the Base Indenture, the Supplemental Indenture and the Underwriting Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Notes, the Base Indenture, the Supplemental Indenture and the Underwriting Agreement.

**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information required by Item 2.03 is contained in Item 1.01 and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits**

(d) Exhibits

*Exhibit*

| <i>No.</i> | <i>Description</i>   |
|------------|--|
| 1.1        | Underwriting Agreement dated June 17, 2014                               |
| 4.1        | Indenture dated June 23, 2014  |
| 4.2        | First Supplemental Indenture dated June 23, 2014                         |
| 4.3        | Form of 1.75% Convertible Senior Note due 2021 (included in Exhibit 4.2) |
| 5.1        | Opinion of Covington & Burling LLP                                       |

**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.

**Acorda Therapeutics, Inc.**

*June 23, 2014*

*By: /s/ Michael Rogers*

*Name: Michael Rogers*

*Title: Chief Financial Officer*

**EXHIBIT INDEX**

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