

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**  
WASHINGTON, DC 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): April 30, 2019**

**SeaSpine Holdings Corporation**

(Exact name of registrant as specified in its charter)

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

**001-36905**  
(Commission  
File Number)

**47-3251758**  
(I.R.S. Employer  
Identification No.)

**5770 Armada Drive, Carlsbad, California**  
(Address of principal executive offices)

**92008**  
(Zip Code)

**Registrant's telephone number, including area code: (760) 727-8399**

**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))

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.

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**Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

**Item 5.02**

On April 30, 2019, we entered into an amendment to our employment agreement with Keith Valentine, our chief executive officer. In addition to making clarifying changes to certain terms of the employment agreement, the amendment extends Mr. Valentine's employment with us through the date his employment is terminated. Absent the amendment, his employment with us under the employment agreement would have terminated on May 1, 2019. Mr. Valentine's employment with us remains "at-will" and may be terminated by either us or Mr. Valentine, with or without cause. A description of the terms of Mr. Valentine's employment agreement is in our proxy statement dated April 17, 2019, which was filed with the Securities and Exchange Commission on April 17, 2019.

The foregoing summary of the terms of the amendment to Mr. Valentine's employment agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the amendment, a copy of which is filed as an exhibit to this report.

**Item 9.01**

**Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#"><u>Amendment to Employment Agreement entered into effective as of April 30, 2019 by and between SeaSpine Holdings Corporation, SeaSpine Orthopedics Corporation, and Keith Valentine</u></a>

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**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.

SeaSpine Holdings Corporation

By: /s/ Patrick Keran

Name: Patrick Keran

Title: Vice President, General Counsel

Date: April 30, 2019

## AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment to Employment Agreement (this "Amendment") is entered into effective as of April 30, 2019 by and between SeaSpine Holdings Corporation, a Delaware corporation ("Holdings"), SeaSpine Orthopedics Corporation, a Delaware corporation ("SeaSpine," and, together with Holdings, the "Company") and Keith Valentine ("Executive").

WHEREAS, Company and Executive are parties to that certain Employment Agreement, entered into and effective as of April 28, 2015 (the "Agreement");

WHEREAS, Company and Executive wish to amend the Agreement as set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, and intending to be legally bound, Company and Executive hereby agree as follows:

1. Definitions. Capitalized terms used in this Amendment shall have the meaning ascribed such terms in the Agreement.

2. Section 3. Section 3 of the Agreement is amended and restated in its entirety to read in full as follows:

At-Will Employment. Executive's employment with Company shall be "at-will" employment and may be terminated by either Company or Executive at any time, with or without cause, subject to the provisions of Section 12 hereof. "Employment Period" shall mean May 1, 2015 through the date that Executive's employment is terminated."

3. Sections 12(c) and (d). For purposes of Sections 12(c) and (d) of the Agreement, for a termination to constitute a Qualified Termination, the general release (in the form attached to the Agreement as Exhibit A) must become effective and irrevocable on or before the 60th day following the Termination Date.

4. Section 12(g). Section 12(g) of the Agreement is removed and deleted.

5. Section 16(b)(i). The second sentence of Section 16(b)(i) of the Agreement is amended and restated in its entirety to read in full as follows:

"If any payment or benefit cannot be provided or made at the time specified herein without incurring taxes or interest under Section 409A of the Code, including by reason of Executive being a "specified employee" (within the meaning of Section 409A(a)(2)(B) of the Code), then such benefit or payment shall be provided in full at the earliest time thereafter when such taxes or interest will not be imposed."

6. Section 16(k). The address for Company for notices and other communications is revised as follows:

SeaSpine Holdings Corporation  
5770 Armada Drive  
Carlsbad, CA 92008  
Attn: Chief Financial Officer

7. Effectiveness. Except as amended and/or restated as set forth in this Amendment, the Agreement will continue in full force and effect.

8. Governing Law. This Amendment will be governed and construed in accordance with the internal laws of the State of California without reference to its conflict of laws provisions.

9. Internal References. References in the Agreement to "this Agreement" will be deemed a reference to such agreement, as amended and/or restated from time to time, including as set forth in this Amendment.

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SEASPINE HOLDINGS CORPORATION

By: /s/ Patrick Keran  
Patrick Keran, its General Counsel

SEASPINE ORTHOPEDICS CORPORATION

By: /s/ Patrick Keran  
Patrick Keran, its General Counsel

/s/ Keith C. Valentine  
Keith C. Valentine