

**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): October 08, 2020**

**Ultragenyx Pharmaceutical Inc.**

(Exact name of Registrant as Specified in Its Charter)

**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**001-36276**  
(Commission File Number)

**27-2546083**  
(IRS Employer  
Identification No.)

**60 Leveroni Court**  
**Novato, California**  
(Address of Principal Executive Offices)

**94949**  
(Zip Code)

**Registrant's Telephone Number, Including Area Code: 415 483-8800**

(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))

**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, \$0.001 par value	RARE	NASDAQ Global Select Market

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

As reported by Ultragenyx Pharmaceutical Inc. (the “Company”) in its Current Report on Form 8-K filed with the Securities and Exchange Commission (the “SEC”) on September 2, 2020 (the “Form 8-K”), the Company previously announced that Mardi C. Dier has been appointed as the Company’s Executive Vice President and Chief Financial Officer (“CFO”), effective as of November 2, 2020, and will succeed Shalini Sharp, who will cease to serve as the CFO of the Company as of such date. In order to facilitate the transition of responsibilities from Ms. Sharp to Ms. Dier, the Company has modified the effective date of Ms. Dier’s appointment as the Company’s CFO from November 2, 2020 to October 12, 2020 (the “Effective Date”). Ms. Sharp ceased to serve as the Company’s CFO on the Effective Date but will continue to serve in her capacity as the Company’s Executive Vice President, Finance until November 2, 2020 to assist with the transition of responsibilities. After November 2, 2020, Ms. Sharp will continue to be an employee of the Company and provide transition related support until May 2, 2021 or such earlier date as mutually agreed between Ms. Sharp and the Company.

In connection with the modification to the Effective Date as described above, the Company and Ms. Dier entered into Amendment No. 1 dated October 9, 2020 (the “Offer Letter Amendment”), to the offer letter dated August 28, 2020 (the “Offer Letter”) and the Company and Ms. Sharp entered into Amendment No. 2 dated October 8, 2020 (the “Transition Agreement Amendment”) to the Transition Letter Agreement dated March 5, 2020 (“Transition Letter Agreement”), as amended on August 28, 2020 (“Amendment No. 1”). The foregoing description of the Offer Letter Amendment and Transition Agreement Amendment are only summaries and are qualified in their entirety by reference to the full text of the Offer Letter Amendment and Transition Agreement Amendment, copies of which are filed as Exhibit 10.1 and Exhibit 10.2, respectively, and incorporated by reference herein.

Copies of the Offer Letter and Amendment No. 1 were previously filed with the SEC as Exhibit 10.1 and Exhibit 10.2, respectively, on the Form 8-K. A copy of the Transition Letter Agreement was previously filed as Exhibit 10.1 to the Company’s Current Report on Form 8-K filed with the SEC on March 6, 2020.

## Item 9.01 Financial Statements and Exhibits.

### (d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#"><u>Amendment dated October 9, 2020 to the Offer Letter between Mardi C. Dier and Ultragenyx Pharmaceutical Inc. dated August 28, 2020.</u></a>
10.2	<a href="#"><u>Amendment No. 2 dated October 8, 2020 to the Transition Letter Agreement between Shalini Sharp and Ultragenyx Pharmaceutical Inc. dated as of March 5, 2020, as amended on August 28, 2020.</u></a>
104	The cover page from the Company’s Current Report on Form 8-K dated October 8, 2020 formatted in Inline XBRL.

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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 thereunto duly authorized.

Ultragenyx Pharmaceutical Inc.

Date: October 13, 2020

By: /s/ Emil D. Kakkis, M.D., Ph.D.

Emil D. Kakkis, M.D., Ph.D.

President and Chief Executive Officer

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October 9, 2020

Mardi C. Dier

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Re: Amendment No. 1 to Offer Letter

Dear Mardi:

On behalf of Ultragenyx Pharmaceutical Inc. (the "Company"), I am pleased to present to you this Amendment No. 1 (this "Amendment"), which amends the Offer of Employment Letter Agreement with you dated August 28, 2020 (the "Offer Letter") as follows:

1. The first introductory paragraph in the Offer Letter is hereby amended by replacing the reference to "November 2, 2020" with the term "October 12, 2020".
2. Except as expressly amended herein, all terms and provisions of the Offer Letter shall remain in full force and effect.
3. In the event of a conflict between the provisions of this Amendment and the provisions of the Offer Letter, the provisions of this Amendment shall control.
4. This Amendment shall be governed by and construed in accordance with the laws of the State of California, without giving effect to principles of conflict of laws.
5. This Amendment may be executed in one or more counterparts, each of which will be deemed to be an original as against any party that has signed it, but all of which together will constitute one and the same instrument

Sincerely,

/s/ Emil D. Kakkis, M.D., Ph.D.

Name: Emil D. Kakkis, M.D., Ph.D.

Title: President and Chief Executive Officer

[www.ultragenyx.com](http://www.ultragenyx.com)

*Transforming good science into great medicine for rare genetic diseases*

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I voluntarily accept and agree to terms and conditions of this Amendment.

/s/ Mardi C. Dier

October 9, 2020

Mardi C. Dier

Date

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October 8, 2020

Ms. Shalini Sharp  
Executive Vice President and Chief Financial Officer  
Ultragenyx Pharmaceutical Inc.  
60 Leveroni Court  
Novato, CA 94949

Re: Amendment No. 2 to Transition Letter Agreement

Dear Shalini:

On behalf of Ultragenyx Pharmaceutical Inc. (the "Company"), I am pleased to present to you this Amendment No. 2 to the Transition Letter Agreement (this "Amendment"), which amends the Transition Letter Agreement with you dated March 5, 2020, as amended on August 28, 2020 (the "Transition Letter Agreement") as follows:

1. The first introductory paragraph in the Transition Letter Agreement is hereby deleted in its entirety and replaced with the following:

"You have announced your intention to retire from your position as Chief Financial Officer of Ultragenyx Pharmaceutical Inc. (the "Company") on October 12, 2020."

2. Section 1 in the Transition Letter Agreement under the heading "Transition Period and Transition Period Duties" is hereby deleted in its entirety and replaced with the following:

"In consideration for your promises in this letter agreement, beginning from October 12, 2020 until November 2, 2020 (the "Officer Resignation Date"), you will continue to have the title of Executive Vice President, Finance. From the Officer Resignation Date until the Separation Date (the "Transition Period"), you shall continue to serve as an employee of the Company but will no longer have the powers, duties and responsibilities commensurate with the positions of Executive Vice President, Finance and Chief Financial Officer. During the Transition Period, your primary responsibility will be to transition your duties and institutional knowledge to the new Chief Financial Officer, and to provide assistance on or lead projects as requested by the Company's Chief Executive Officer and/or the new Chief Financial Officer."

3. Except as expressly amended herein, all terms and provisions of the Transition Letter Agreement shall remain in full force and effect.
4. In the event of a conflict between the provisions of this Amendment and the provisions of the Transition Letter Agreement, the provisions of this Amendment shall control.

5. This Amendment shall be governed by and construed in accordance with the laws of the State of California, without giving effect to principles of conflict of laws.
6. This Amendment may be executed in one or more counterparts, each of which will be deemed to be an original as against any party that has signed it, but all of which together will constitute one and the same instrument

Sincerely,

/s/ Emil D. Kakkis, M.D., Ph.D.

Name: Emil D. Kakkis, M.D., Ph.D.

Title: President and Chief Executive Officer

I voluntarily accept and agree to terms and conditions of this Amendment.

/s/ Shalini Sharp

October 8, 2020

Shalini Sharp

Date

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