

**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): February 29, 2016

EVOKE PHARMA, INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-36075
(Commission
File Number)

20-8447886
(IRS Employer
Identification No.)

505 Lomas Santa Fe Drive, Suite 270
Solana Beach, California
(Address of Principal Executive Offices)

92075
(Zip Code)

Registrant's telephone number, including area code: (858) 345-1494

(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 (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))
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Item 1.01 Entry into a Material Definitive Agreement.

On February 29, 2016, Evoke Pharma, Inc. (the “Company” or “Evoke”) entered into a Third Amendment to the Loan and Security Agreement with Square 1 Bank, a division of Pacific Western Bank, dated May 28, 2014 (the “Third Amendment”), which changed certain terms of the Company’s credit facility with Square 1 Bank. Pursuant to the Third Amendment, with respect to the Company’s Phase 3 clinical trial of EVK-001, the covenant regarding results has been changed such that the Company is required to receive positive results on or before September 30, 2016. In addition, prior to the Company’s receipt of positive results from its Phase 3 clinical trial, it must either maintain a ratio of its cash at Square 1 Bank to its cash burn over the preceding month of at least 4.00 to 1.00, or it must deliver evidence of a forthcoming financing or strategic partnership arrangement to Square 1 Bank, in each case in an amount satisfactory to Square 1 Bank. All other terms and provisions of the credit facility remain unchanged.

The Third Amendment, which is filed as Exhibit 10.1 to this Current Report on Form 8-K, is incorporated herein by reference. The foregoing description of the Third Amendment does not purport to be complete and is qualified in its entirety by reference to such exhibit.

Item 8.01 Other Events.

On March 1, 2016, the Company announced that it has enrolled 186, or 93%, of the 200 subjects needed to complete its Phase 3 clinical trial of EVK-001. The Company expects to randomize the remaining subjects in the near term. The Company estimates that its current cash and cash equivalents will support its operations through October 2016, which includes the reporting of Phase 3 clinical trial results for EVK-001.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Third Amendment to Loan and Security Agreement dated February 29, 2016

Forward-Looking Statements

This report contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 that involve risks, uncertainties and reflects the Company’s judgment as of the date of this report. Such forward-looking statements include statements regarding the sufficiency of Evoke’s current funding to support its operations through October 2016 and the enrollment completion of Evoke’s ongoing Phase 3 clinical trial of EVK-001 and the timing of data from the trial. Such forward-looking statements involve risks and uncertainties that could cause actual results to differ materially from predicted or expected results. Such risks and uncertainties include, but are not limited, to: the inherent risks of clinical development of EVK-001, including delays in enrollment and completion of the Phase 3 trial as well as potential delays in any other clinical trials and studies; Evoke is entirely dependent on the success of EVK-001, for which it has commenced a Phase 3 clinical trial and male companion trial, and Evoke cannot be certain that it will be able to obtain regulatory approval for, or successfully commercialize, EVK-001; the results observed in female patients with symptoms associated with acute and recurrent diabetic gastroparesis in Evoke’s Phase 2b clinical trial of EVK-001 may not be predictive of the safety and efficacy results in the Phase 3 clinical trial; Evoke will require substantial additional funding to potentially commercialize EVK-001 as well as to finance additional development requirements, and may be unable to raise capital when needed, including to fund ongoing operations; the potential for adverse safety findings relating to EVK-001 to delay or prevent regulatory approval or commercialization; Evoke may spend its available cash faster than it anticipates; and Evoke may fail to comply with the affirmative and negative covenants under the credit facility. These forward-looking statements are made only as the date hereof, and, except as required by law, the Company undertakes no obligation to update or revise the forward-looking statements, whether as a result of new information, future events or otherwise.

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.

EVOKE PHARMA, INC.

Date: March 1, 2016

By: /s/ Matthew J. D'Onofrio
Name: Matthew J. D'Onofrio
Title: Executive Vice President,
Chief Business Officer and Secretary

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
10.1	Third Amendment to Loan and Security Agreement dated February 29, 2016

**THIRD AMENDMENT
TO
LOAN AND SECURITY AGREEMENT**

This Third Amendment to Loan and Security Agreement (the “**Amendment**”), is entered into as of February 29, 2016, by and between PACIFIC WESTERN BANK, a California state chartered bank (“**Bank**”), and EVOKE PHARMA, INC. (“**Borrower**”).

RECITALS

Borrower and Bank (as successor in interest by merger to Square 1 Bank) are parties to that certain Loan and Security Agreement dated as of May 28, 2014 (as amended from time to time, the “**Agreement**”). The parties desire to amend the Agreement in accordance with the terms of this Amendment.

NOW, THEREFORE, the parties agree as follows:

- 1) Section 6.7 of the Agreement is hereby amended and restated, as follows:

6.7 Financial Covenants. Borrower shall maintain the following financial ratios and covenants:

(a) Phase III Results. On or before September 30, 2016, Borrower shall receive positive (as reasonably determined based on similarly situated companies completing Phase III trials) results from its EVK-001 Phase III trial (METO-IN-003).

(b) Remaining Months Cash. At all times: (1) prior to Borrower’s achievement of the milestone set forth in Section 6.7(a) above, before Borrower’s Remaining Months Cash drops below 4.00 to 1.00 at any time, Borrower shall have delivered to Bank either (i) documents (such as a Securities and Exchange Commission filing) evidencing a forthcoming financing, or (ii) a signed and accepted letter of intent with a strategic partner (each of clause (i) and (ii), a “Financing Event”), in each case providing for additional financing in an amount acceptable to Bank; and (2) after Borrower achieves the milestone set forth in Section 6.7(a) above, before Borrower’s Remaining Months Cash drops below 3.00 to 1.00 at any time, Borrower shall have delivered to Bank the document(s) specified in the foregoing clauses (i) or (ii), in each case providing for additional financing in an amount acceptable to Bank. Any such Financing Event required herein shall occur within 60 days after Bank receives the documents required by clause (i) or (ii), as applicable.

- 2) Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Agreement, as in effect prior to the date hereof. Borrower ratifies and reaffirms the continuing effectiveness of all agreements entered into in connection with the Agreement.
- 3) Borrower represents and warrants that the representations and warranties contained in the Agreement are true and correct in all material respects as of the date of this Amendment

(except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct as of such date).

- 4) This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.
- 5) As a condition to the effectiveness of this Amendment, Bank shall have received, in form and substance satisfactory to Bank, the following:
 - a) this Amendment, duly executed by Borrower;
 - b) payment of a \$1,000 facility fee, which may be debited from any of Borrower's accounts;
 - c) payment for all Bank Expenses incurred through the date of this Amendment, including Bank's expenses in the documentation of this Amendment, which may be debited from any of Borrower's accounts; and
 - d) such other documents and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

EVOKE PHARMA, INC.

By: /s/ David A. Gonyer
Name: David A. Gonyer
Its: President and CEO

PACIFIC WESTERN BANK

By: /s/ Patrick Cahill
Name: Patrick Cahill
Its: VP

[Signature Page to the Third Amendment to Loan and Security Agreement]

Evoke Pharma, Inc. – 3rd Amendment to LSA