
**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): March 29, 2018

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.)

420 Stevens Avenue, Suite 370
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))

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 March 29, 2018, Evoke Pharma, Inc. (the “Company”) entered into a warrant amendment (the “Warrant Amendment”) with each of the holders (the “Holders”) of the Company’s outstanding warrants to purchase common stock issued on July 25, 2016 and August 3, 2016 (the “Warrants”). Pursuant to the Warrant Amendment, among other things, the Holders’ right to require the Company to purchase the outstanding Warrants upon the occurrence of certain fundamental transactions will not apply if the fundamental transaction is a result of a transaction that has not been approved by the Company’s board of directors; provided that in such event the Holders shall be entitled to receive the same type or form of consideration (at the Black Scholes value) of the unexercised portion of the Warrant that is being offered to holders of the Company’s common stock in connection with such a fundamental transaction. As a result of the Warrant Amendment, the Warrants will be equity-classified and the Company will no longer be required to account for the Warrants as a liability on its balance sheets.

This Warrant Amendment supersedes the amendment to the Warrants, dated March 22, 2018, previously filed by the Company

The foregoing summary of the Warrant Amendments is subject to, and qualified in its entirety by reference to, the form of Warrant Amendment, which is attached hereto as Exhibit 4.1, and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

<u>Exhibit Number</u>	<u>Exhibits</u>
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4.1	Form of Warrant Amendment, dated March 29, 2018
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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.

EVOKE PHARMA, INC.

Date: April 4, 2018

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

FORM OF
AMENDMENT TO COMMON STOCK PURCHASE WARRANT

This Amendment to Common Stock Purchase Warrant (this "Amendment"), dated as of March 29, 2018, is being entered into by and between Evoke Pharma, Inc., a Delaware corporation (the "Company"), and _____ (the "Holder").

WHEREAS, the Holder is the record and beneficial owner of certain warrants (the "Existing Warrants") to purchase shares of the Company's common stock, par value \$0.0001 per share, set forth on Exhibit A hereto; and

WHEREAS, the Company and the Holder have agreed to amend the Existing Warrants in the manner provided in this Amendment (the Existing Warrants, as so amended, the "Warrants").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

SECTION 1. AMENDMENT TO WARRANT. THE EXISTING WARRANTS ARE AMENDED BY REPLACING THE FOURTH SENTENCE OF SECTION 3(D) OF EACH EXISTING WARRANT IN ITS ENTIRETY WITH THE FOLLOWING SENTENCE:

"NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN THE EVENT OF A FUNDAMENTAL TRANSACTION, THE COMPANY OR ANY SUCCESSOR ENTITY (AS DEFINED BELOW) SHALL, AT THE HOLDER'S OPTION, EXERCISABLE AT ANY TIME CONCURRENTLY WITH, OR WITHIN 30 DAYS AFTER, THE CONSUMMATION OF THE FUNDAMENTAL TRANSACTION, PURCHASE THIS WARRANT FROM THE HOLDER BY PAYING TO THE HOLDER AN AMOUNT OF CASH EQUAL TO THE BLACK SCHOLES VALUE OF THE REMAINING UNEXERCISED PORTION OF THIS WARRANT ON THE DATE OF THE CONSUMMATION OF SUCH FUNDAMENTAL TRANSACTION; PROVIDED, HOWEVER, IF THE FUNDAMENTAL TRANSACTION IS NOT WITHIN THE COMPANY'S CONTROL, INCLUDING NOT APPROVED BY THE COMPANY'S BOARD OF DIRECTORS, HOLDER SHALL ONLY BE ENTITLED TO RECEIVE FROM THE COMPANY OR ANY SUCCESSOR ENTITY, AS OF THE DATE OF CONSUMMATION OF SUCH FUNDAMENTAL TRANSACTION, THE SAME TYPE OR FORM OF CONSIDERATION (AND IN THE SAME PROPORTION), AT THE BLACK SCHOLES VALUE (AS DEFINED BELOW) OF THE UNEXERCISED PORTION OF THIS WARRANT, THAT IS BEING OFFERED AND PAID TO THE HOLDERS OF COMMON STOCK OF THE COMPANY IN CONNECTION WITH THE FUNDAMENTAL TRANSACTION, WHETHER THAT CONSIDERATION BE IN THE FORM OF CASH, STOCK OR ANY COMBINATION THEREOF, OR WHETHER THE HOLDERS OF COMMON STOCK ARE GIVEN THE CHOICE TO RECEIVE FROM AMONG ALTERNATIVE FORMS OF CONSIDERATION IN CONNECTION WITH THE FUNDAMENTAL TRANSACTION."

SECTION 2. MOST FAVORED NATIONS. THE COMPANY COVENANTS AND AGREES THAT IT HAS NOT ENTERED INTO AN AMENDMENT AGREEMENT WITH ANY OTHER HOLDER OF EXISTING WARRANTS (EACH, AN "OTHER HOLDER") FOR ANY MATERIAL AMENDMENTS, MODIFICATIONS OR EXCHANGES TO THE TERMS OF SUCH EXISTING WARRANTS (OR SETTLEMENT OR EXCHANGE OF SUCH EXISTING WARRANTS FOR OTHER MATERIAL CONSIDERATION) (EACH, A "MORE FAVORABLE AGREEMENT"), THAT IS MORE FAVORABLE TO SUCH OTHER HOLDER THAN THOSE OF THE HOLDER PURSUANT TO THIS AGREEMENT. IF THE COMPANY ENTERS INTO A MORE FAVORABLE AGREEMENT WITH TERMS THAT ARE MATERIALLY

DIFFERENT FROM THIS AGREEMENT (“MATERIAL” SHALL BE IN THE REASONABLE DETERMINATION OF THE HOLDER), THEN (i) THE COMPANY SHALL PROVIDE WRITTEN NOTICE THEREOF TO THE HOLDER PROMPTLY FOLLOWING THE OCCURRENCE THEREOF AND (ii) THE TERMS AND CONDITIONS OF THIS AGREEMENT THAT SHALL BE, WITHOUT ANY FURTHER ACTION BY THE HOLDER OR THE COMPANY, AUTOMATICALLY AND RETROACTIVELY TO THE DATE HEREOF, AMENDED AND MODIFIED IN AN ECONOMICALLY AND LEGALLY EQUIVALENT MANNER SUCH THAT THE HOLDER SHALL RECEIVE THE BENEFIT OF SUCH MORE FAVORABLE MATERIAL TERMS AND/OR CONDITIONS (AS THE CASE MAY BE) SET FORTH IN SUCH MORE FAVORABLE AGREEMENT, PROVIDED THAT, UPON WRITTEN NOTICE TO THE COMPANY WITHIN FIVE BUSINESS DAYS OF SUCH COMPANY’S WRITTEN NOTICE, THE HOLDER MAY ELECT NOT TO ACCEPT THE BENEFIT OF ANY SUCH AMENDED OR MODIFIED MATERIAL TERM OR CONDITION, IN WHICH EVENT THE MATERIAL TERMS OR CONDITIONS CONTAINED IN THIS AGREEMENT SHALL CONTINUE TO APPLY TO THE HOLDER AS IT WAS IN EFFECT IMMEDIATELY PRIOR TO SUCH AMENDMENT OR MODIFICATION AS IF SUCH AMENDMENT OR MODIFICATION NEVER OCCURRED WITH RESPECT TO THE HOLDER. THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY SIMILARLY AND EQUALLY TO EACH MORE FAVORABLE AGREEMENT AND SHALL BE EFFECTIVE WHETHER OR NOT THE HOLDER HOLDS EXISTING WARRANTS AT SUCH TIME. THE COMPANY WILL NOTIFY THE HOLDER ANY TIME IT ENTERS INTO ANY AGREEMENT WITH ANY OTHER HOLDER RELATING TO THE EXISTING WARRANTS AND, AT THE REQUEST OF THE HOLDER, PROVIDE THE HOLDER WITH SUCH AGREEMENT FOR ITS REVIEW.

SECTION 3. MISCELLANEOUS.

(A) *No Other Amendment.* Except for the matters set forth in this Amendment, all other terms of the Warrants shall remain unchanged and in full force and effect.

(B) *Governing Law.* This Amendment shall be governed by and construed in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Amendment shall be governed by, the laws of the State of New York, except for its conflicts of law provisions.

(C) *Counterparts.* This Amendment may be executed in the original or by facsimile in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

The parties hereto have executed this Amendment as of the date first written above.

EVOKE PHARMA, INC.

By:
Name:
Title:

[HOLDER]

By:
Name:
Title: