

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
WASHINGTON, D.C. 20549

**FORM 10-Q/A**  
(Amendment No. 1)

(Mark One)

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended September 30, 2016

OR

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number 001-36714

**JAGUAR ANIMAL HEALTH, INC.**

(Exact name of registrant as specified in its charter)

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

**46-2956775**  
(I.R.S. Employer  
Identification No.)

**201 Mission Street, Suite 2375**  
**San Francisco, California 94105**  
(Address of principal executive offices, zip code)

**(415) 371-8300**  
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer   
(Do not check if a smaller reporting company)

Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

As of November 14, 2016, there were 12,340,464 shares of common stock, par value \$0.0001 per share, outstanding.

## Explanatory Note

Jaguar Animal Health, Inc. (the “Company”) is filing this Amendment No. 1 to the Quarterly Report on Form 10-Q (this “Form 10-Q/A”) to amend its Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2016, which was filed with the Securities and Exchange Commission (the “SEC”) on November 14, 2016 (the “Original Filing”). In its Original Filing, the Company filed a redacted copy of the Supply and Distribution Agreement, dated as of September 6, 2016, by and between the Company and Integrated Animal Nutrition and Health Inc. (the “Agreement”) and filed a confidential treatment request with the SEC pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). After due consideration, the Company determined to withdraw its confidential treatment request with the SEC and is including herewith as Exhibit 10.1 an unredacted copy of the Agreement. This Form 10-Q/A updates Item 6 of Part II of the Original Filing to reflect the Company’s withdrawal of its confidential treatment request. The new Exhibit 10.1 is the only change being made to the Original Filing. In addition, as required by Rule 12b—15 under the Exchange Act, new certifications by our principal executive officer and principal financial officer are filed as exhibits to this Form 10-Q/A.

This Form 10-Q/A does not attempt to modify or update the disclosures in any other items set forth in the Original Filing, and speaks as of the date of the Original Filing, unless otherwise noted. The Original Filing, as amended, is set forth in its entirety for convenience, but not all exhibits filed with the Original Filing are filed with this Form 10-Q/A. Accordingly, this Form 10-Q/A should be read in conjunction with the Original Filing and all filings made with the SEC subsequent to the date of the Original Filing.

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## PART II. — OTHER INFORMATION

### Item 6. Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	Supply and Distribution Agreement, dated as of September 6, 2016, by and between Jaguar Animal Health, Inc. and Integrated Animal Nutrition and Health Inc.
10.2	Common Stock Warrant issued pursuant to the Letter Agreement, dated November 8, 2016, between Jaguar Animal Health, Inc. and Serious Change II LP, which expires July 28, 2022 (previously filed as Exhibit 10.2 to the Quarterly Report on Form 10-Q originally filed on November 14, 2016).
31.1	Principal Executive Officer’s Certification Pursuant to Section 302 of the Sarbanes- Oxley Act of 2002
31.2	Principal Financial Officer’s Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1*	Certification Pursuant to 18 U.S.C. § 1350 (Section 906 of Sarbanes-Oxley Act of 2002)
32.2*	Certification Pursuant to 18 U.S.C. § 1350 (Section 906 of Sarbanes-Oxley Act of 2002)
101.INS	XBRL Instance Document (previously filed as Exhibit 101 to the Quarterly Report on Form 10-Q originally filed on November 14, 2016)
101.SCH	XBRL Taxonomy Extension Schema Document (previously filed as Exhibit 101 to the Quarterly Report on Form 10-Q originally filed on November 14, 2016)
101.CAL	XBRL Taxonomy Extension Calculation Document (previously filed as Exhibit 101 to the Quarterly Report on Form 10-Q originally filed on November 14, 2016)
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document (previously filed as Exhibit 101 to the Quarterly Report on Form 10-Q originally filed on November 14, 2016)
101.LAB	XBRL Taxonomy Extension Label Linkbase Document (previously filed as Exhibit 101 to the Quarterly Report on Form 10-Q originally filed on November 14, 2016)
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document (previously filed as Exhibit 101 to the Quarterly Report on Form 10-Q originally filed on November 14, 2016)

\*In accordance with Item 601(b)(32)(ii) of Regulation S-K and SEC Release No. 34-47986, the certifications furnished in Exhibits 32.1 and 32.2 hereto are deemed to accompany this Form 10-Q/A and will not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934 (the “Exchange Act”) or deemed to be incorporated by reference into any filing under the Exchange Act or the Securities Act of 1933 except to the extent that the registrant specifically incorporates it by reference.

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## SIGNATURE

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.

Date: December 5, 2016

JAGUAR ANIMAL HEALTH, INC.

By: /s/ Karen S. Wright  
Karen S. Wright  
Chief Financial Officer  
Principal Financial and Accounting Officer

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**JAGUAR ANIMAL HEALTH, INC. AND INTEGRATED ANIMAL NUTRITION AND HEALTH INC.  
SUPPLY, DISTRIBUTION AGREEMENT**

This Supply and Distribution Agreement (“Agreement”) is made and entered into as of the date of first signature below (“Effective Date”), by Jaguar Animal Health, Inc. (“Supplier”), having its principal place of business at 201 Mission Street, Suite 2345, San Francisco, California, USA and Integrated Animal Nutrition and Health Inc. (“Company”), having its principal place of business at 9277 N. Valley Green Drive, Fresno, California 93720.

**1. RECITALS**

WHEREAS, Supplier wishes to supply a botanical extract (“BE”) from the *Croton lechleri* tree (the “Product”) to the Company so that Company can distribute the Product either stand-alone or in combination with one or more products owned or licensed or distributed by the Company, or it can sub-license the product to another company, having informed the Supplier.

WHEREAS Company wishes to purchase the Product from Supplier and distribute the Product in the Territory on exclusive basis pursuant to the terms and conditions of this Agreement.

**2. SUPPLY AND QUALITY GUARANTEED**

Supplier agrees to manufacture enough of the Product to allow Company to purchase the Product from Supplier in order to distribute, promote and sell the Product in the Territory per the Target Annual Unit Sales as set forth in Exhibit B. Supplier agrees to guarantee the quality of the product based on the Certificate of Analysis document provided where the Proanthocyanadin Oligmer concentration will be greater than 60%.

**3. PRICING, PURCHASE ORDERS, DELIVERY, AND PAYMENT**

- a. **Price.** The Price on the Effective Date shall be as detailed in Exhibit A \$1200.00 US for one kilogram of the Product. Per Exhibit A this price will remain in effect for the first 1200 kilograms purchased by Company. Thereafter Supplier shall have the right to increase the price of the Product as detailed in Exhibit A.
- b. **Purchase Orders.** Company shall order the Product by sending a purchase order (“Purchase Order”) to Supplier by email, fax, or physical mail to Supplier’s addresses contained in this Agreement. All Purchase Orders must specify a pickup date that is at least sixty (60) days after the date of the Purchase Order. The Purchase Order must specify the quantity, requested and a date for Company representatives to pick up the Product in the United States and price for Supplier’s approval. A Purchase Order shall become binding upon written acceptance of the Purchase Order by Supplier, such written acceptance to occur within thirty (30) days of Purchase Order receipt by Supplier. Minimum order size for all Purchase Orders is 20

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kilograms. Company will place its first order under this Agreement in the amount detailed in Exhibit A within thirty (30) days of the Effective Date of this Agreement.

- c. **Delivery.** Product will be made available to Company for pick up from a US based facility identified by Supplier. Company will assume liability for the Product at time of pick up and be solely responsible for shipping, import/export and any other charges.
- d. **Payment.** All payments shall be made in United States Dollars by wire transfer to the bank account specifically designated by the Supplier in the invoice: fifty percent (50%) upon acceptance of Purchase Order by Supplier and fifty percent (50%) upon Product pick up.

**4. GOAL SETTING AND REPORTING**

**Goal Setting.** The Company and Supplier have agreed to Annual Unit Purchase Goals for the Initial Term of this Agreement, attached hereto as Exhibit B (“Annual Unit Purchase Goals”). During September of each year of this Agreement, Company and Supplier will meet to discuss Company’s performance against the Annual Unit Purchase Goals for the previous year and the Annual Unit Purchase Goals for the next year and the Parties may mutually agree to adjustments the Annual Unit Purchase Goals in writing which document shall constitute an amendment to Exhibit B.

- a. **Reporting.** Company will provide Supplier with written reports within thirty (30) days of the end of each calendar quarter in a format to be mutually agreed-upon between the Parties to track Company’s performance towards the Annual Unit Purchase Goals.

**5. NO SALES OUTSIDE THE TERRITORY**

Company is only authorized to sell the Product inside of the Territory. Company and its Affiliates shall not directly or indirectly: (i) sell, resell, distribute, market or promote the Product or any product containing the Product outside the Territory, or (ii) sell, resell, distribute, market or promote any Product or any product containing the Product to any third party in the Territory if Company has any reason to believe that such third party may export or use the Product outside of the Territory.

**6. PRODUCT REGISTRATION**

- a. **Product Registration.** Company is responsible for all activities and costs to obtain all registrations, marketing authorizations, customs clearance and renewals thereof from various government and/or quasi-governmental agencies or entities in the Territory that may be necessary to supply, sell, distribute and promote the Product in the Territory or otherwise perform its responsibilities under this Agreement (“Product Registrations”). Company may provide Supplier with a written list of the documents needed for the Product Registration and customs clearance under this section 6 and Supplier will produce relevant, non-confidential documentation it has in its possession to Company at Company’s expense.
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## **7. INTELLECTUAL PROPERTY, CONFIDENTIALITY AND TRIALS**

- a. **Confidentiality Obligations.** For purposes of this Agreement, the following is “Confidential Information” of Supplier: (i) any scientific, technical, business, or other data or information (collectively, “Data”) disclosed by Supplier to Company relating to the Product, (ii) any Data disclosed in electronic or written form by Supplier to Company that is marked “Confidential” or that is generally regarded as confidential, and (iii) any Data disclosed orally by Supplier to Company noted as “Confidential” or that is generally regarded as confidential.
- b. **Exceptions.** Information shall be deemed not to be Confidential Information to the extent that it:
  - (a) is or later becomes publicly known other than through a breach of this Agreement by the Company, its employees, or its agents;
  - (b) is lawfully made available to the Company, by a third party that owes no obligation of confidentiality to Supplier; or
  - (c) was already known to or is independently developed by the Company, its employees, or its agents as evidenced by written records.
- c. **No Reverse-Engineering or Modification.** Company shall not attempt to modify or reverse-engineer (or otherwise determine the chemical structure or sequence of) the Product.
- d. **Disclosure.** Company shall provide Supplier with written reports summarizing the results of any use of the Product in the Trial(s) and any results obtained at mutually agreed intervals during the Initial Term of this Agreement, including upon expiration or termination of this Agreement. Such reports shall include a summary of all data, and all information, inventions, discoveries, know-how, or any other intellectual property made or generated by or on behalf of the Company relating to the use of the Product.

## **8. TRADEMARKS AND PACKAGING**

- a. **Trademark.** Company will not make any use of or take any action with respect to Supplier’s Trademarks (registered or not) and Company shall not register in its own name or in the name of any other person, any identical trademarks or any other trademark that in Supplier’s sole opinion is confusingly similar to Supplier’s Trademarks. Company shall be allowed to partner with an existing manufacturer within the Territory and the Product may be combined with that partner’s product upon prior written notice to Supplier and Supplier’s approval. Supplier’s label will not be used for any purpose including, but not limited to, sale, Product packaging or labeling.

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## **9. MARKETING**

- a. **Marketing of the Product.** The Company shall use best commercial efforts to market, distribute and sell the Product, stand alone or in combination with other products owned or licensed or distributed by Company, in the Territory during the Initial Term of this Agreement including any term extensions. All expenses incurred in connection with the formulation, promotion, marketing and advertising of the Product in the Territory shall be borne solely and exclusively by Company.

## **10. INDEMNIFICATION, INSURANCE AND PRODUCT RECALLS AND RETURNS**

- a. **Company shall be responsible for all product recalls and returns unless it is definitively proven that the Product at the time it was picked-up from the Supplier was defective.**
- b. **Company Assumes Risk.** The Company assumes the risk of any damage, loss, or expense associated with or resulting from the trial(s) or the Company’s use, storage, handling, sale, marketing, distribution, or disposal of the Product. Company may insure against such risk in its sole discretion.
- c. **Indemnification.** The Company shall indemnify, defend, and hold harmless Supplier, its officers, directors, employees, and agents from any loss, liability, damage, or expense (including reasonable attorneys’ fees and costs) from any claim that may arise from or in connection with Company’s use, storage, handling, sale, marketing, distribution, or disposal of the Product including any claim(s) that may arise from the Trial(s) and the combination of the Product with other products owned or licensed by Company globally.

## **11. TERM AND TERMINATION**

- a. The initial term of this Agreement shall commence on the Effective Date and shall expire on the fourth (4th) anniversary of the Effective Date (“**Initial Term**”). If the Company has met all annual sales goals during the Initial Term the Company shall be automatically granted to extend the Initial Term of this Agreement for one (1) additional four (4) year term.
- b. **Termination for Failure to Meet Annual Sales Goals.** If during any calendar year the Company sells less than twenty-five percent (25%) of the Target as defined in the Annual Sales Goal in Appendix B Supplier shall have the right to terminate this Agreement with a notice period of 60 (sixty) day notice, in writing. If the sales are less than fifty percent (50%) of the Target as defined in the Annual Sales Goal in Appendix B for any two (2) years in the Initial Term, Supplier shall have the right to terminate this Agreement with a notice period of 60 (sixty) day, in writing. During any such 60 (sixty) day notice period this Agreement shall be non-exclusive in the Territory.

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- c. **Termination by Supplier.** Supplier may terminate this Agreement at any time before its expiration in the event that:

- i. There is a bankruptcy, insolvency or other type of legal suspension of the business activities of Company, pursuant to law, an agreement among creditors or pursuant to the naming of an assignee, or trustee, or administrator, or commission or other person or persons charged with the administration or possession of the assets and goods of Company;

- ii. Company fails to pay an invoice within thirty (30) days after notice from Supplier of such past due payment; or
  - iii. Company violates the confidentiality of any Supplier information or information regarding a trial; or commits crimes against the property and reputation of Supplier.
  - iv. Product sold to the Company is found outside of the Territory.
- d. **Termination by Company.** Company may terminate this Agreement at any time before its expiration in the event that:
- i. There is a bankruptcy, insolvency or other type of legal suspension of the business activities of Supplier, pursuant to law, an agreement among creditors or pursuant to the naming of an assignee, or trustee, or administrator, or commission or other person or persons charged with the administration or possession of the assets and goods of Supplier; or
  - ii. Supplier violates the confidentiality of any of the Company's information; or commits crimes against the property and reputation of Company.
- e. **Time to Cure Breach Prior to Termination.** Except for Company's obligation to pay invoices as due, before terminating this Agreement the non-breaching party agrees to notify the breaching party in writing with details regarding the matter of deficiency or non-performance and allow a period of thirty (30) calendar days to remedy said breach (the "Cure Period"). If the deficient or non-performance is not corrected within the Cure Period, the non-breaching party may immediately terminate this Agreement.
- f. **Payments to Supplier Upon Termination.** Upon termination of this Agreement, any and all amounts due to Supplier from Company shall be due and payable immediately.
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## 12. MISCELLANEOUS

a. **Publications and Press Releases:**

- a. Supplier has an interest in obtaining valid patent protection. Supplier's employees or consultants wishing to make a publication that refers specifically to this Agreement will share with Company a copy of the proposed written publication.
- b. Communications required by applicable law or the requirement or request of any securities exchange on which the Party's securities are listed or traded, and informational marketing and website postings will not require advance approval.

b. **Notices.** The Parties shall send notices in writing, referencing this Agreement.

To Company:

Attention:

To Supplier:

Jaguar Animal Health, Inc.

201 Mission Street Suite 2375

San Francisco, CA 94105

Attention: Karen Wright CFO

With a copy to:

Joelle Margolin, Esq. Vice President of Legal

c. **Governing Law and Venue.** This Agreement will be governed in accordance with the laws of the State of California, without regard to its conflict of law provisions. The sole and exclusive venue for any and all disputes regarding this Agreement will be San Francisco, California. The rights and obligations of the parties under this Agreement will not be governed by the provisions of the 1980 United Nations Convention on Contracts for the international sale of goods or any subsequent revisions to those provisions.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Integrated Animal Nutrition and Health Inc.

Jaguar Animal Health, Inc.

/s/ Kai Hang Chen

Signature

/s/ Lisa Conte

Signature

Kai Hang Chen

Name

Lisa Conte

CEO for Jaguar Animal Health

September 6, 2016

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**EXHIBIT A**

**Product:**

BE

**Price:**

\$1200 per kilogram for the first 1200 kilograms of Product.

On the earlier of; the purchase by Company by 1200 kilograms of Product OR the first anniversary date of the Effective Date of this Agreement Supplier may increase the Price by three percent (3%) and the annual Price increase shall not be greater than three percent (3%) per annum.

**Active Ingredient:**

Proanthocynadin Oligomer which is a standardized botanical extract of the Croton lechleri. The guaranteed minimum of the active in the Botanical Extract will be greater than 60%

**Quality Specs and method of analysis:**

The testing of the BE can be done using a HPLC method. IT can be carried out by a trusted independent laboratory like Chromadex based in Irvine, California. Jaguar Animal can facilitate the introduction to them or the Company is free to use any other company of its choice.

**Exclusive Country:** The People's Republic of China.

**Purchase on signing the Agreement:**

The Company agrees to submit a Purchase Order for 20 kilograms of the Product at the time this Agreement is executed. The Company shall then place an additional Purchase Order for 30 kilograms of the Product within 30-45 days of the first order. At that time Supplier shall provide an additional 10 kilograms of the Product at no cost per kilogram to Company for the exclusive purpose of developing the market. When the Company has purchased 100kgs of the Product, then the Supplier shall provide and additional 10kg of the Product free for purposes of marketing.

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**EXHIBIT B**

**ANNUAL UNIT PURCHASE GOALS**

Year 1	234
Year 2	400
Year 3	524
Year 4	660

Annual purchase goals in Kilograms starting from the date of signing this agreement

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**PRINCIPAL EXECUTIVE OFFICER'S CERTIFICATION PURSUANT TO  
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Lisa A. Conte, certify that:

1. I have reviewed this quarterly report on Form 10-Q/A of Jaguar Animal Health, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Not applicable;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: December 5, 2016

/s/ Lisa A. Conte

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Lisa A. Conte  
President and Chief Executive Officer  
(Principal Executive Officer)

**PRINCIPAL FINANCIAL OFFICER'S CERTIFICATION PURSUANT TO  
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Karen S. Wright, certify that:

1. I have reviewed this quarterly report on Form 10-Q/A of Jaguar Animal Health, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Not applicable;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: December 5, 2016

/s/ Karen S. Wright

Karen S. Wright  
Chief Financial Officer

(Principal Financial and Accounting Officer)

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**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Jaguar Animal Health, Inc. (the "Company") on Form 10-Q/A for the nine months ended September 30, 2016, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned officer of the Company certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to such officer's knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: December 5, 2016

/s/ Lisa A. Conte

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Lisa A. Conte  
President and Chief Executive Officer  
(Principal Executive Officer)

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**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Jaguar Animal Health, Inc. (the "Company") on Form 10-Q/A for the nine months ended September 30, 2016, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned officer of the Company certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to such officer's knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: December 5, 2016

/s/ Karen S. Wright

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Karen S. Wright

Chief Financial Officer

(Principal Financial and Accounting Officer)

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