

**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): **June 28, 2019**

JAGUAR HEALTH, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

001-36714
(Commission File Number)

46-2956775
(IRS Employer Identification No.)

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

94105
(Zip Code)

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

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.

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, Par Value \$0.0001 Per Share	JAGX	The NASDAQ Capital Market

Item 1.01 Entry into a Material Definitive Agreement.

On June 28, 2019, Jaguar Health, Inc. (the “Company”) began entering into amendment agreements with holders of its promissory notes (the “Notes”) to amend the Notes to extend their maturity date from July 18, 2019 to July 31, 2019. All other terms of the Notes remain unchanged. The Notes were issued beginning on March 18, 2019, as previously reported in the Company’s Current Report on Form 8-K filed on March 22, 2019, and to date, the Company has issued approximately \$5.05 million aggregate principal amount of Notes.

The description of the terms of the amendment agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the form of amendment agreement, which is filed as an exhibit to this Form 8-K.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information contained above in Item 1.01 is hereby incorporated by reference into this Item 2.03 in its entirety.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Form of Amendment Agreement.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

JAGUAR HEALTH, INC.

By: /s/ Karen S. Wright

Name: Karen S. Wright

Title: Chief Financial Officer

Date: July 5, 2019

FIRST AMENDMENT TO PROMISSORY NOTE

This First Amendment to Promissory Note (the “First Amendment”) is made as of _____, 2019 (the “First Amendment Effective Date”), by and between **JAGUAR HEALTH, INC.**, a Delaware corporation (“Borrower”), and [•] (“Holder”).

RECITALS

- A. Holder and Borrower entered into that certain Promissory Note dated as of _____, 2019 (the “Note”), pursuant to which Holder agreed to lend, and Borrower agreed to borrow, a loan of total principal amount US\$[•].00.
- B. Borrower and Holder desire to enter into this First Amendment to amend the Maturity Date of the Note in accordance with Section 3.3 of the Note.
- C. Capitalized terms used, but not defined, in this First Amendment shall have the meaning set forth in the Note.

In consideration of the mutual covenants, representations, warranties and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Holder agree as follows:

AMENDMENT

1. The Note is hereby amended to replace “July 18, 2019” with “July 31, 2019” in the definition of “Maturity Date”.

GENERAL PROVISIONS

2. **No Other Changes to the Note.** Except as expressly amended hereby, the Note is in all respects ratified and confirmed and all the terms, conditions, and provisions thereof shall remain in full force and effect as of the date hereof.
3. **Conflicts with the Loan Agreement.** In the event of any conflict between this First Amendment and the Note, the provisions of this First Amendment shall prevail.
4. **Counterparts.** This First Amendment may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Holder and the Borrower have caused this First Amendment to be executed as of the First Amendment Effective Date.

Borrower: **JAGUAR HEALTH, INC.**

By: _____
Lisa A. Conte
President & CEO

Holder: [·]

By: _____
Name: [·]
Title: [·]

[FIRST AMENDMENT TO PROMISSORY NOTE]
