
**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)
April 23, 2019

Menlo Therapeutics Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

001-38356
(Commission File Number)

45-3757789
(I. R. S. Employer
Identification No.)

200 Cardinal Way, 2nd Floor
Redwood City, California 94063
(Address of principal executive offices, including ZIP code)

(650) 486-1416
(Registrant's telephone number, including area code)

Not Applicable
(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))

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.

Effective April 23, 2019, Menlo Therapeutics Inc. (the “Company”) entered into a First Amendment to Sublease with Relypsa, Inc., as sublessor (the “First Amendment”), amending the Company’s sublease with Relypsa, dated September 19, 2017, and filed as Exhibit 10.3 to the Company’s Registration Statement on Form S-1, dated December 28, 2017. The First Amendment was signed by the Company and Relypsa on April 12, 2019, and made effective on April 23, 2019, upon receipt of the written consent of the landlord, HCP LS Redwood City, LLC. Pursuant to the First Amendment, the term of the Company’s lease of its principal executive offices at 200 Cardinal Way, Redwood City, California, was extended for an additional nine months, from March 31, 2020 to December 31, 2020. The base rent during the extended term will be \$59,253.78 per month.

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

Item 9.01 Financial Statements and Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	First Amendment to Sublease, dated April 12, 2019, by and between the Company and Relypsa, Inc.

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 hereunto duly authorized.

Menlo Therapeutics, Inc.

/s/ Kristine Ball

By: Kristine Ball

Senior Vice President, Corporate Strategy and
Chief Financial Officer

Date: April 24, 2019

FIRST AMENDMENT TO SUBLEASE

THIS FIRST AMENDMENT TO SUBLEASE (this “Amendment”) is made as of the 12th day of April 2019, by and between Relypsa, Inc., a Delaware corporation (“Sublessor”) and Menlo Therapeutics, Inc., a Delaware corporation (“Sublessee”), with reference to the following facts and objectives:

RECITALS

- A. Sublessor, as tenant, and HCP LS Redwood City, LLC, as landlord (“Master Lessor”), are parties to that certain lease, dated as of June 26, 2014, as amended (the “Master Lease”), with respect to premises including approximately 13,904 rentable square feet (the “Subleased Premises”) located at 200 Cardinal Way, Redwood City, California.
- B. Sublessor subleases the Subleased Premises under a sublease dated September 19, 2017 (the “Sublease”).
- C. Sublessor and Sublessee desire to extend the term of the Sublease through December 31, 2020.

AGREEMENT

NOW, THEREFORE, in consideration of good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Effective Date. As used herein, the term “Effective Date” shall mean the later of (i) the date this Amendment is fully executed and delivered and (ii) the date Master Lessor consents to this Amendment as set forth below.
 - 2. Term. As of the Effective Date, the Term of the Sublease shall be amended to expire on December 31, 2020, with no further extension rights, unless mutually agreed to by the parties. The period from April 1, 2020 through December 31, 2020 shall be referred to herein as the “Extended Term” and December 31, 2020 shall be the “Expiration Date”.
 - 3. Rent. Base Rent during the Extended Term shall be \$59,253.78 per month.
 - 4. Master Lessor’s Consent. This Amendment and Sublessor’s and Sublessee’s obligations hereunder are conditioned upon the written consent of Master Lessor.
 - 5. CASp. Sublessor has not had an inspection of the Subleased Premises performed by a Certified Access Specialist as described in California Civil Code § 1938. A Certified Access Specialist (CASp) can inspect the Subleased Premises and determine whether the Subleased Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Subleased Premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp
-

inspection of the Subleased Premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Subleased Premises.

6. Miscellaneous. This Amendment, together with the Sublease, constitutes the entire agreement between Sublessor and Sublessee regarding the Sublease and the subject matter contained herein and supersedes any and all prior and/or contemporaneous oral or written negotiations, agreements or understandings. This Amendment shall be binding upon and inure to the benefit of Sublessor and Sublessee and their respective heirs, successors and assigns. No subsequent change or addition to this Amendment shall be binding unless in writing and duly executed by both Sublessor and Sublessee. Except as specifically amended hereby, all of the terms and conditions of the Sublease are and shall remain in full force and effect and are hereby ratified and confirmed. Any capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Sublease or the Master Lease, as applicable.

SUBLESSOR:

RELYPSA, INC.,
a Delaware corporation

By: /s/ Patrick Treanor

Name: Patrick Treanor

Its: President & Chief Commercial Officer

SUBLESSEE:

MENLO THERAPEUTICS, INC.,
a Delaware corporation

By: /s/ Kristine Ball

Name: Kristine Ball

Its: SVP, Corporate Strategy & CFO