

Ocata Therapeutics, Inc.
Form 8-K
August 19, 2015

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): **August 19, 2015**

OCATA THERAPEUTICS, INC.

(Exact name of registrant as specified in its charter)

Delaware	000-50295	87-0656515
(State or other jurisdiction	(Commission	(IRS Identification No.)
of incorporation)	File No.)	

**33 Locke 01752
Drive,
Marlborough,**

Massachusetts

(Address of
Principal (Zip
Executive Code)
Offices)

Registrant's telephone number, including area code: 508) 756-1212

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 communication 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 communication pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

Pre-commencement communication pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

On August 18, 2015, Ocata Therapeutics, Inc. (the “Company”) entered into a Loan and Security Agreement (the “Loan and Security Agreement”) with Silicon Valley Bank (the “Bank”), pursuant to which the Bank made certain term loans (the “Term Loans”) to the Company on August 18, 2015 in the principal aggregate amount of up to \$10.0 million, comprised of: (i) a \$6.0 million term loan, which was funded at the closing (the “Term A Loan”); and (ii) subject to the terms and conditions of the Loan and Security Agreement, an additional term loan totaling \$4.0 million (the “Term B Loan”). The Loan and Security Agreement provides for interest-only payments through July 1, 2019 at a current per annum interest of 6.5%, subject to the adjustment described in the Loan and Security Agreement, and a final payment of 8% of amounts drawn. The Company also paid the Bank a deposit of \$20,000, to cover legal costs associated with the Loan and Security Agreement.

The Loan and Security Agreement provides that the Company shall repay the principal balance of the Term Loans in 36 monthly installments starting on August 1, 2016 and continuing through July 1, 2019. The interest-only period may be extended to 18 months based on certain conditions defined in the Loan and Security Agreement. The entire term loan principal balance and all accrued but unpaid interest will be due and payable on July 1, 2019. At its option, the Company may prepay all or any part of the outstanding term loan subject to a prepayment premium (defined in the Loan and Security Agreement).

In connection with the Loan and Security Agreement, the Company granted the Bank a security interest in all of the Company’s personal property now owned or hereafter acquired, excluding intellectual property (and a negative pledge on intellectual property). The Loan and Security Agreement also provides for standard indemnification of the Bank and contains representations, warranties and certain covenants of the Company. The assertions embodied in those representations and warranties were made for purposes of the Loan and Security Agreement and are subject to qualifications and limitations agreed by the parties in connection with the negotiation of the terms of the Loan and Security Agreement. In addition, certain representations and warranties may be made as of a specific date, may be subject to a contractual standard of materiality different from that which an investor might view as material, or may have been used for purposes of allocating risk between the respective parties, rather than establishing matters as facts. Investors should read the Loan and Security Agreement together with the other information concerning the Company that it publicly files in reports and statements with the United States Securities and Exchange Commission.

The foregoing description of the terms of the Loan and Security Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Loan and Security Agreement, a copy of which is attached hereto as Exhibit 10.1.

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

The information provided in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.03.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits:

10.1 Loan and Security Agreement dated August 18, 2015 by and between the Company and Silicon Valley Bank.

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.

Dated: August 19, 2015

Ocata Therapeutics, Inc.

By: /s/ Edward Myles
Edward Myles
Chief Financial Officer and Chief Operating Officer

