
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):

March 15, 2017

Heron Therapeutics, Inc.

(Exact name of registrant as specified in its charter)

Delaware

001-33221

94-2875566

(State or other jurisdiction
of incorporation)

(Commission
File Number)

(I.R.S. Employer
Identification No.)

4242 Campus Point Court, Suite 200, San Diego,
California

92121

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code:

(858) 251-4400

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))
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Item 1.01 Entry into a Material Definitive Agreement.

On March 15, 2017, Heron Therapeutics, Inc. (the "Company") entered into a First Amendment to Lease (the "Lease Amendment") with AP3-SD1 Campus Point LLC (the "Landlord"), amending that certain Lease, dated October 18, 2016, by and between the Company and the Landlord (the "Lease"). The Lease Amendment provides for a change to the expiration date of the Lease term from April 16, 2024 to April 15, 2024, an acknowledgement by the Company of the timely delivery by the Landlord of Phase One and Phase Two of the leased premises, certain abated base rent terms, and the Company's exercise of its option for and receipt of additional allowance funds and the amortization thereof, among other things.

The foregoing description of the terms of the Lease Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Lease Amendment, a copy of which is attached hereto as Exhibit 10.1 to this Current Report on 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 Company will have contractual payment obligations under the Lease, as amended by the Lease Amendment, as described in Item 1.01 of this Current Report on Form 8-K, which description is incorporated into this Item 2.03 by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No./ Description

10.1 First Amendment to Lease dated March 15, 2017

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.

Heron Therapeutics, Inc.

March 17, 2017

By: */s/ David L. Szekeres*

*Name: David L. Szekeres
Title: Senior Vice President, General Counsel, Business Development
and Corporate Secretary*

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
10.1	First Amendment to Lease dated March 15, 2017

FIRST AMENDMENT TO LEASE

This FIRST AMENDMENT TO LEASE (“**First Amendment**”) is made and entered into effective as of March 15, 2017, by and between AP3-SD1 CAMPUS POINT LLC, a Delaware limited liability company (“**Landlord**”) and HERON THERAPEUTICS, INC., a Delaware corporation (“**Tenant**”).

R E C I T A L S:

A. Landlord and Tenant entered into that certain Lease dated as of October 18, 2016 (the "**Original Lease**"), as amended by that certain Notice of Lease Term Dates dated December 14, 2016 (“**Commencement Notice**”) pursuant to which Landlord leased to Tenant and Tenant leased from Landlord certain “Premises”, as described in the Lease, in that certain building located at 4242 Campus Point Court, Suite 200, San Diego, California 92121.

B. Except as otherwise set forth herein, all capitalized terms used in this First Amendment shall have the same meaning as such terms have in the Lease.

C. Landlord and Tenant now desire to amend the Lease upon the terms and provisions contained herein.

D. The Original Lease, Commencement Notice and this First Amendment shall hereinafter be referred to collectively as the “**Lease**”.

R E C I T A L S:

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Lease Expiration Date. Section 1 of the Commencement Notice is hereby modified, replacing “April 16, 2024” with “April 15, 2024” as the Lease Expiration Date.

2. Abated Base Rent. Landlord and Tenant hereby agree that Phase One and Phase Two of the Premises were delivered Ready for Occupancy on the Anticipated Delivery Dates of December 1, 2016 and March 1, 2017, respectively. Section 3.2 is hereby deleted in its entirety and replaced with the following:

“3.2 Abated Base Rent. Notwithstanding any contrary provisions set forth in this Article 3 and in Section 4 of the Summary, Tenant shall not be obligated to pay the monthly installments of Base Rent attributable to the Premises for the first two (2) full calendar months of the Lease Term, and then shall be obligated to pay only one-half (1/2) of the Base Rent attributable to the Premises for the third (3rd), fourth (4th) and fifth (5th) full calendar months of the Lease Term (collectively, the “**Base Rent Abatement**”; such period of abatement hereinafter referred to as the “**Base Rent Abatement Period**”), which Base Rent Abatement Period shall run from December 1, 2016 through April 30, 2017. The Base Rent Abatement shall not exceed an aggregate of Three Hundred Seventy-Nine Thousand Twenty-Six and 36/100 Dollars (\$379,026.36) (i.e., \$108,293.25 per month during the first and second full calendar months of the Lease Term, and \$54,146.62 per month during the third (3rd) through and including the fifth (5th) full calendar months of the Lease Term). Tenant acknowledges and agrees that during such Base Rent Abatement Period, such abatement of Base Rent shall have no effect on the calculation of any Direct Expenses payable by Tenant pursuant to the terms of this Lease, which Direct Expenses (if any) shall be payable during the Base Rent Abatement Period without regard to the Base Rent Abatement. Additionally, notwithstanding the foregoing, Tenant shall remain and be obligated to pay during the Base Rent Abatement Period all “Additional Rent,” as that term is defined in Section 4.1. The foregoing Base Rent Abatement has been granted to Tenant as additional consideration for entering into this Lease, and for agreeing to pay the Rent and performing the terms and conditions otherwise required under this Lease. If Tenant shall be in Economic Default or Material Non-Economic Default under this Lease at any time during the Base Rent Abatement Period beyond the expiration of all applicable notice and cure periods, if any, then the unamortized portion of the Base Rent Abatement granted to Tenant pursuant to this Section 3.2 may be considered when determining the remedies available to Landlord pursuant to the terms of Article 19 of this Lease.”

3. Additional Allowance; Amortization of Rent. Pursuant to Section 2 of the Work Letter, Tenant hereby acknowledges that it has exercised its option for and received the funds associated with the Additional Allowance in the total amount of \$424,125.00 and that no Additional Allowance funds are available for Tenant’s use. In addition to the payment of monthly Base Rent, Tenant hereby agrees that the Additional Allowance funds shall be amortized over an eighty-four (84) month period for payment at the rate of \$6,610.50 per month (“**Additional Monthly Base Rent**”), commencing on April 15, 2017 and continuing through and including April 15, 2024.

4. No Further Modification. Except as set forth in this First Amendment, all of the terms and provisions of the Lease shall remain unmodified and in full force and effect.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, this First Amendment has been executed as of the day and year first above written.

"Landlord":

AP3-SD1 CAMPUS POINT LLC,
a Delaware limited liability company

By: /s/ W. Neil Fox, III
Name: W. Neil Fox, III
Its: Chief Executive Officer

"Tenant":

HERON THERAPEUTICS, INC.,

a Delaware corporation

By: /s/ David Szekeres
Name: David Szekeres
Its: Senior Vice President, General Counsel