

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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 30, 2018

ULTRAGENYX PHARMACEUTICAL INC.

(Exact name of registrant as specified in charter)

Delaware (State or other jurisdiction of incorporation)	001-36276 (Commission File Number)	27-2546083 (IRS Employer Identification No.)
60 Leveroni Court, Novato, California (Address of principal executive offices)		94949 (Zip Code)

Registrant's telephone number, including area code: (415) 483-8800

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.

As previously disclosed, on July 27, 2017, Ultragenyx Pharmaceutical Inc. (the “*Company*”) entered into a sales agreement (the “*Sales Agreement*”) with Cowen and Company, LLC (“*Cowen*”) pursuant to which the Company may, from time to time, sell shares of its common stock, par value \$0.001 per share (the “*Shares*”) having an aggregate offering price of up to \$150,000,000 (the “*ATM Offering*”) through Cowen, acting as agent and/or principal. As of March 30, 2018, Shares having an aggregate offering price of \$72,581,660 (the “*Remaining Shares*”) remain to be sold under the Sales Agreement.

On March 30, 2018, the Company and Cowen entered into an amendment (the “*Amendment*”) to the Sales Agreement pursuant to which the Company may, from time to time, sell the Remaining Shares.

The Amendment was entered into in connection with the prospectus supplement filed by the Company on March 30, 2018 that relates to the Company’s automatically effective Registration Statement on Form S-3 (File No. 333-223123) filed on February 21, 2018. Further information regarding the Sales Agreement may be found in the Company’s Quarterly Report on Form 10-Q, filed on July 28, 2017.

A copy of the Amendment is attached as Exhibit 1.1 to this Current Report. The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to Exhibit 1.1.

A copy of the opinion of Gibson, Dunn & Crutcher LLP relating to the validity of the securities to be issued in the ATM Offering is filed as Exhibit 5.1 to this Current Report.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
1.1	<u>Amendment No. 1 to Sales Agreement, dated as of March 30, 2018, between Ultragenyx Pharmaceutical Inc. and Cowen and Company, LLC</u>
5.1	<u>Opinion of Gibson, Dunn & Crutcher LLP</u>
23.1	<u>Consent of Gibson, Dunn & Crutcher LLP (contained in Exhibit 5.1)</u>

* * *

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.

Date: March 30, 2018

Ultragenyx Pharmaceutical Inc.

By: /s/ Shalini Sharp

Shalini Sharp

Executive Vice President, Chief Financial Officer

Amendment No. 1 to Sales Agreements

This Amendment No. 1 to Sales Agreement, dated March 30, 2018 (the "**Amendment**"), is entered into by and between Ultragenyx Pharmaceutical Inc. (the "**Company**") and Cowen and Company, LLC ("**Cowen**"), and amends that certain Sales Agreement, dated July 27, 2017 (the "**Sales Agreement**"), by and between the Company and Cowen. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Sales Agreement.

Whereas, the parties wish to amend the Sales Agreement to reflect the filing by the Company and automatic effectiveness of a new registration statement on Form S-3 and the filing of a new prospectus relating to the Placement Shares.

Now, therefore, in consideration of the mutual provisions and covenants herein, the receipt and sufficiency of which are hereby acknowledged, the Company and Cowen hereby agree as follows:

1. Amendment to Section 1. The second paragraph of Section 1 of the Sales Agreement is hereby deleted in its entirety and replaced with the following:

The Company has filed, in accordance with the provisions of the Securities Act of 1933, as amended, and the rules and regulations thereunder (collectively, the "**Securities Act**"), with the Commission a registration statement on Form S-3 (File No. 333-223123), dated February 21, 2018, including a base prospectus, relating to certain securities, including the Common Stock, to be issued from time to time by the Company, and which incorporates by reference documents that the Company has filed or will file in accordance with the provisions of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder (collectively, the "**Exchange Act**"). The Company has prepared a prospectus supplement specifically relating to the Placement Shares (the "**ATM Prospectus**") to the base prospectus included as part of such registration statement. The Company has furnished or made available to Cowen, for use by Cowen, copies of the base prospectus included as part of such registration statement, as supplemented by the ATM Prospectus, relating to the Placement Shares. Except where the context otherwise requires, such registration statement, as amended when it became automatically effective, including all documents filed as part thereof or incorporated by reference therein, and including any information contained in a Prospectus (as defined below) subsequently filed with the Commission pursuant to Rule 424(b) under the Securities Act or deemed to be a part of such registration statement pursuant to Rule 430B or 462(b) of the Securities Act, is herein called the "**Registration Statement**." The base prospectus, including all documents incorporated therein by reference, included in the Registration Statement, as it may be supplemented by the ATM Prospectus, in the form in which such prospectus and/or ATM Prospectus have most recently been filed by the Company with the Commission pursuant to Rule 424(b) under the Securities Act, together with any "issuer free writing prospectus," as defined in Rule 433 of the Securities Act regulations ("**Rule 433**"), relating to the Placement Shares that (i) is required to be filed with the Commission by the Company or (ii) is exempt from filing pursuant to Rule 433(d)(5)(i), in each case in the form filed or required to be filed with the Commission or, if not required to be filed, in the form retained in the Company's records pursuant to Rule 433(g), is herein called the "**Prospectus**." Any reference herein to the Registration Statement, the Prospectus or any amendment or supplement thereto shall be deemed to refer to and include the documents incorporated by reference therein, and any reference herein to the terms "amend," "amendment" or "supplement" with respect to the Registration Statement or the Prospectus shall be deemed to refer to and include the filing after the execution hereof of any document with the Commission deemed to be incorporated by reference therein. For purposes of this Agreement,

all references to the Registration Statement, the Prospectus or to any amendment or supplement thereto shall be deemed to include any copy filed with the Commission pursuant to the Electronic Data Gathering Analysis and Retrieval System (“**EDGAR**”).

2. Amendment to Section 6(k). Section 6(k) of the Sales Agreement hereby deleted in its entirety and replaced with the following:

The financial statements filed with the Commission as a part of the Registration Statement or incorporated by reference therein and included in the Prospectus present fairly the consolidated financial position of the Company and its subsidiaries as of and at the dates indicated and the results of their operations and cash flows for the periods specified. Such financial statements and supporting schedules have been prepared in accordance with generally accepted accounting principles in the United States applied on a consistent basis throughout the periods involved, except as may be expressly stated in the related notes thereto. The pro forma financial information and the related notes thereto filed with the Commission as a part of the Registration Statement or incorporated by reference therein and included in the Prospectus have been prepared in accordance with the applicable requirements of the Securities Act and the Exchange Act, as applicable, and the assumptions underlying such pro forma financial information are reasonable and are set forth in the Registration Statement and the Prospectus. No other financial statements or supporting schedules are required to be included in or incorporated in the Registration Statement.

3. Amendment to Section 7(m). The definition of “Representation Date” shall be amended by deleting clause (i) of Section 7(m) in its entirety and replacing it with the following:

(i) files the Prospectus relating to the Placement Shares or amends or supplements the Registration Statement or the Prospectus relating to the Placement Shares (other than a prospectus supplement filed in accordance with Section 7(l) of this Agreement) by means of a post-effective amendment, sticker, or supplement but not by means of incorporation of document(s) by reference to the Registration Statement or the Prospectus relating to the Placement Shares, or files a new registration statement, prospectus or prospectus supplement relating to the Placement Shares

4. Amendment to Schedule 4. Schedule 4 of the Sales Agreement is hereby deleted in its entirety and replaced with Schedule 4 hereto.

5. Placement Notice. The parties agree and acknowledge that the first settlement date resulting from Placement Notice given to Cowen by the Company after the date hereof shall be “First Delivery Date” pursuant to the terms of the Sales Agreement.

6. Ratification; Effect of Amendment. This Amendment will constitute an amendment to the Agreement pursuant to Section 15 thereof. The Sales Agreement is amended by this Amendment only as specifically provided herein, the balance of the terms of the Sales Agreement not amended hereby shall continue in effect, and the Sales Agreement, as amended hereby, shall continue in full force and effect. References in the Sales Agreement to “this Agreement” shall be a reference to the Sales Agreement as amended hereby.

7. Counterparts; Facsimile/Email Signatures. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall

be deemed to be one and the same instrument. This Amendment may be executed and delivered by facsimile or email signature.

8. Governing Law. This Amendment shall be governed shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Remainder of Page Intentionally Blank]

If the foregoing correctly sets forth the understanding between the Company and Cowen, please so indicate in the space provided below for that purpose, whereupon this letter shall constitute a binding agreement between the Company and Cowen.

Very truly yours,

COWEN AND COMPANY, LLC

By: /s/ Robert Sine
Name: Robert Sine
Title: Managing Director

**ACCEPTED as of the date
first-above written:**

ULTRAGENYX PHARMACEUTICAL INC.

By: /s/ Emil D. Kakkis
Name: Emil D. Kakkis, M.D., Ph.D.
Title: Chief Executive Officer and President

Significant Subsidiaries

Dimension Therapeutics, Inc.

March 30, 2018

Ultragenyx Pharmaceutical Inc.
60 Leveroni Ct.
Novato, CA 94949

Re: *Ultragenyx Pharmaceutical Inc.*
Registration Statement on Form S-3 (File No. 333-223123)

Ladies and Gentlemen:

We have examined the Registration Statement on Form S-3, File No. 333-223123 (the "Registration Statement"), of Ultragenyx Pharmaceutical Inc., a Delaware corporation (the "Company"), filed with the Securities and Exchange Commission (the "Commission") pursuant to the Securities Act of 1933, as amended (the "Securities Act"), and the prospectus supplement thereto dated March 30, 2018 (the "Prospectus Supplement"), in connection with the offering by the Company of up to \$72,581,660 of the Company's common stock, par value \$0.001 per share (the "Shares").

In arriving at the opinion expressed below, we have examined originals, or copies certified or otherwise identified to our satisfaction as being true and complete copies of the originals, of specimen Common Stock certificate and such other documents, corporate records, certificates of officers of the Company and of public officials and other instruments as we have deemed necessary or advisable to enable us to render the opinions set forth below. In our examination, we have assumed without independent investigation the genuineness of all signatures, the legal capacity and competency of all natural persons, the authenticity of all documents submitted to us as originals and the conformity to original documents of all documents submitted to us as copies.

Based upon the foregoing, and subject to the assumptions, exceptions, qualifications and limitations set forth herein, we are of the opinion that the Shares, when issued against payment therefor as set forth in the Registration Statement and the Prospectus Supplement thereto, will be validly issued, fully paid and non-assessable.

We consent to the filing of this opinion as an exhibit to the Registration Statement, and we further consent to the use of our name under the caption "Legal Matters" in the Registration Statement and the Prospectus Supplement. In giving these consents, we do not thereby admit

GIBSON DUNN

March 30, 2018

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that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the Rules and Regulations of the Commission.

Very truly yours,

/S/ GIBSON, DUNN & CRUTCHER LLP

Beijing • Brussels • Century City • Dallas • Denver • Dubai • Frankfurt • Hong Kong • London • Los Angeles • Munich
New York • Orange County • Palo Alto • Paris • San Francisco • São Paulo • Singapore • Washington, D.C.