

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): **November 1, 2016**

EVINE Live Inc.

(Exact name of registrant as specified in its charter)

Minnesota
(State or other jurisdiction of incorporation)

001-37495
(Commission File Number)

41-1673770
(IRS Employer Identification No.)

6740 Shady Oak Road
Eden Prairie, Minnesota 55344-3433
(Address of principal executive offices)

(952) 943-6000
(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))
-

Item 1.01. Entry into a Material Definitive Agreement.

On September 14, 2016, EVINE Live Inc. (the “Company”) entered into Securities Purchase Agreements (the “Purchase Agreements”) with certain accredited investors pursuant to which it agreed to sell (i) shares of the Company’s common stock, (ii) warrants to purchase shares of the Company’s common stock, and (iii) certain options to purchase additional shares of, and warrants to purchase shares of, the Company’s common stock. We previously disclosed the details of this transaction (the “Transaction”) by current report on Form 8-K filed September 15, 2016.

Subsequent to our entry into the Purchase Agreements, we entered into amendments with each purchaser in the Transaction in order to clarify the determination of the exercise price of the warrants issuable upon exercise of the options (the “Option Warrants”). The exercise price for the Option Warrants will be a price per share equal to a 50% premium to the closing price of the Company’s common stock on the trading day prior to the announcement of the exercise of the related option. Amendments to the options were executed individually with each of the investors in the Transaction, effective as of November 1, 2016, with each being substantially in the form of the Form of Option Amendment attached as Exhibit 10.1 of this Current Report.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
10.1	Form of Option Amendment

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 hereto duly authorized.

Date: November 3, 2016

EVINE LIVE INC.

By: /s/ Damon Schramm

Damon Schramm

Senior Vice President, General Counsel and Secretary

AMENDMENT TO OPTION

This Amendment (this “ Amendment ”) to the Option, issued _____, 2016, by EVINE Live Inc., a Minnesota corporation (the “ Company ”), to _____ (the “ Holder ”), is made and entered into as of _____, 2016, by and between the Company and the Holder. Capitalized terms used but not defined in this Amendment will have the meanings ascribed to them in the Option. The Company has previously issued the Option to the Holder, and each of the Company and the Holder desire to amend the Option to clarify certain pricing terms therein.

AMENDMENT

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

- 1. Introductory Paragraph 3 of the Option is hereby amended and restated in its entirety to read as follows:

Upon exercise of this Option, two-thirds (2/3) of the Option Securities shall be issued in the form of Common Stock, and one-third (1/3) of the Option Securities shall be issued in the form of the Option Warrant substantially in the form of the Warrant; provided, however, that the Exercise Price of the Option Warrant shall be a price per share equal to a 50% premium to the closing price of the Company’s Common Stock on the Trading Market on the Trading Day prior to the announcement of the exercise of the Option.

- 2. This Amendment is effective upon the full execution hereof. Other than as set forth in this Amendment, all other terms and conditions of the Option will continue in full force and effect. This Amendment will be governed by and construed in accordance with governing laws as set forth in the Option and any other amendments thereto. This Amendment may be executed and delivered in one or more counterparts (including PDF, facsimile and other electronic counterparts), each of which will be deemed an original but all of which together will constitute one and the same agreement.

IN WITNESS WHEREOF , the parties hereto have executed this Amendment to Option of the date first above written.

EVINE LIVE, INC.

By: _____
Name: Robert Rosenblatt
Title: Chief Executive Officer

HOLDER

By: _____
Name: _____

