
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

December 15, 2016
Date of Report (Date of earliest event reported)

PHARMACYTE BIOTECH, INC.
(Exact Name of Registrant as Specified in its Charter)

Nevada
(State or other jurisdiction of incorporation)

333-68008
(Commission File Number)

62-1772151
(I.R.S. Employer Identification No.)

23046 Avenida de la Carlota, Suite 600
Laguna Hills, CA
(Address of Principal Executive Offices)

92653
(Zip Code)

Registrant's telephone number, including area code: **(917) 595-2850**

N/A
(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
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act
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Item 1.01 Entry into a Material Definitive Agreement.

On December 15, 2016, PharmaCyte Biotech, Inc., a Nevada corporation (“Company”), entered into an amendment (“Chardan Amendment”) to its previously disclosed financial advisory, offering and at the market offering engagement agreement (“Engagement Agreement”) with Chardan Capital Markets, LLC (“Chardan”) pursuant to which the Company and Chardan have provided for the extension of Chardan’s engagement to use its reasonable best efforts to act as the Company’s sales agent in connection with the sale of the Company’s common stock, \$.0001 par value per share (“Common Stock”) in “at the market” or privately negotiated transactions of up to \$50,000,000, depending upon market conditions and at the discretion of the Company. The Chardan Amendment also provides for the termination of the Engagement Agreement for any reason, with or without cause, upon five days written notice by either party and that Chardan will be entitled to collect transaction fees with respect to any Common Stock or other securities offered by the Company sold to any parties introduced to the Company by Chardan within nine months following the expiration or termination of the Engagement Agreement.

The foregoing description of the Engagement Amendment does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Engagement Amendment attached hereto as Exhibit 10.1, which is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

- 10.1 Amendment to Engagement Letter between PharmaCyte Biotech, Inc. and Chardan Capital Markets, LLC dated December 15, 2016.

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: December 21, 2016

PHARMACYTE BIOTECH, INC.

By: /s/ Kenneth L. Waggoner

Kenneth L. Waggoner

Chief Executive Officer, President and General Counsel

EXHIBIT INDEX

**Exhibit
No.**

Description

10.1	Amendment to Engagement Letter between PharmaCyte Biotech, Inc. and Chardan Capital Markets, LLC dated December 15, 2016.
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CHARDAN
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December 15, 2016

Mr. Kenneth L. Waggoner
PharmaCyte Biotech, Inc.
23046 Avenida de la Carlota
Suite 600
Laguna Hills, CA 92653

Re: Amendment to Engagement Letter between PharmaCyte and Chardan dated May 28, 2014

Dear Mr. Waggoner:

Reference is made to the engagement letter entered into by and between Chardan Capital Markets, LLC ("Chardan") and PharmaCyte Biotech, Inc. ("Company") dated May 28, 2014 (the "Engagement Letter"). Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Engagement Letter. This will confirm that the Engagement Letter is hereby amended as follows

1. The first sentence of Section 1 of the Engagement Letter shall be amended and restated to read as follows:

"The Company hereby engages Chardan, for the period beginning on the date hereof and ending upon consummation of the "Offering," defined below, subject to the provisions of Section 14 hereof.
"

2. The first clause of the second sentence of Section 1 of the Engagement Letter shall be amended and restated to delete the words "or until consummation of the Offering," so as to read as follows:

"During the Engagement Period, and so long as Chardan is proceeding in good faith with the Offering,"

3. The fourth sentence of Section 6(a) of the Engagement Letter shall be amended and restated to read as follows:

Except as set forth on Schedule 3(a), neither the Company nor any Subsidiary is in violation or default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents.

4. The first sentence of Section 6(o) of the Engagement Letter shall be amended and restated to read as follows:
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"Insurance. The Company and the Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which the Company and the Subsidiaries are engaged, including, but not limited to, directors and officers insurance coverage of at least \$5 million in the aggregate."

5. Section 6(q) of the Engagement Letter shall be amended and restated to read as follows:

"Sarbanes-Oxley. Except as set forth on Schedule 3(o), the Company is in material compliance with all provisions of the Sarbanes-Oxley Act of 2002 which are applicable to it as of the date hereof and of the closing date of the Placement."

6. A new Section 14 of the Engagement Letter shall be added to read as follows:

"Termination. The term of Chardan's engagement hereunder shall continue in accordance with the Engagement Letter and shall end on the final closing of the Transaction; provided, however, the Engagement Letter can be terminated by either party for any reason, without or without cause, upon five (5) days written notice of termination to the other party, however, in the event of such early termination, Chardan shall nonetheless be entitled to the full Transaction fees set forth in Section 3 of the Engagement Letter with respect to any Securities of the Company sold to any parties introduced to the Company by Chardan within nine (9) months following the expiration or termination of this Engagement Letter."

7. The Disclosure Schedules attached hereto as Appendix 1 shall be made a part of the Engagement Letter as hereby amended.

Except for the foregoing and notwithstanding any other agreement or understanding, written or oral, all provisions of the Engagement Letter shall remain unmodified and in full force and effect.

(Signature Page Follows)

Very truly yours

CHARDAN CAPITAL MARKETS, LLC

By: /s/ George Kaufman
George Kaufman
Managing Partner

Accepted and agreed as of the date first written above:

PHARMACYTE BIOTECH, INC.

By: /s/ Kenneth L. Waggoner

Kenneth L. Waggoner
Chief Executive Officer
President and General Counsel

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Appendix 1— Disclosure Schedules

Schedule 3(a)

Organization and Qualification

Subsidiaries of the Company

1. Bio Blue Bird AG
2. Viridis Biotech, Inc.
3. PharmaCyte Biotech Australia Pty Ltd
4. PharmaCyte Biotech Europe Limited

Non-Compliance with Governing Documents

The Company's bylaws provide that the Company shall hold annual shareholders meetings; however, the Company has never held a shareholders meeting.

Schedule 3(f)

Capitalization

The capitalization as of December 12, 2016 is as follows:

1. Common Stock — Par Value \$0.0001
 - a. Authorized: 1,490,000,000
 - b. Issued and outstanding: 849,904,665
 - c. Outstanding Warrants: 84,969,908
 - d. Outstanding Options: 81,150,000
2. Preferred Stock — Par Value \$0.0001
 - a. Authorized: 10,000,000
 - b. Issued and Outstanding: zero

Since October 31, 2016, the Company has granted shares of Common Stock to certain non-employee independent contractors in exchange for services provided to the Company.

Schedule 3(h)

Required Disclosures

None.

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Schedule 3(q)

Sarbanes-Oxley

The Company is not in compliance with certain provisions of the Sarbanes-Oxley Act of 2002 in respect of its internal controls over financial reporting, as further described in the Company's periodic reports filed with the Commission pursuant to the Exchange Act