
**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): July 6, 2011

MEDICINOVA, INC.

(Exact name of registrant as specified in its charter)

DELAWARE
(State or other jurisdiction
of incorporation)

001-33185
(Commission
File Number)

33-0927979
(I.R.S. Employer
Identification No.)

**4350 LA JOLLA VILLAGE DRIVE,
SUITE 950, SAN DIEGO, CA**
(Address of principal executive offices)

92122
(Zip Code)

Registrant's telephone number, including area code: (858) 373-1500

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 (see General Instruction A.2. below):

- 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 July 6, 2011, MediciNova, Inc. (the “Company”) entered into a fifth amendment (the “Lease Amendment”) of its lease agreement (the “Lease”) with 4350 La Jolla Village LLC (the “Landlord”). The Lease Amendment amends the Lease for the Company’s headquarters located at 4350 La Jolla Village Drive, Suite 950, San Diego, California, 92122, and extends the Lease term for nine additional months with respect to 5,089 square feet, from August 31, 2011 to May 31, 2012. The Lease Amendment provides that the Company will pay the Landlord a monthly base rent of \$12,468.00 for the premises during the nine-month extension period.

The foregoing description of the Lease Amendment is qualified in its entirety by reference to the Lease Amendment, which is filed as Exhibit 10.1 to this Current Report and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Number</u>	<u>Description</u>
10.1	Fifth Amendment to Lease Agreement between the Company and 4350 La Jolla Village LLC, dated July 6, 2011.

SIGNATURE

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.

MEDICINOVA, INC.

By: /s/ Michael Coffee

Michael Coffee

Chief Business Officer and Interim Chief

Financial Officer

Date: July 12, 2011

EXHIBIT INDEX

<u>Number</u>	<u>Description</u>
10.1	Fifth Amendment to Lease Agreement between the Company and 4350 La Jolla Village LLC, dated July 6, 2011.

FIFTH AMENDMENT

THIS FIFTH AMENDMENT (the "Amendment") is made and entered into as of July 6, 2011, by and between **4350 LA JOLLA VILLAGE LLC, a Delaware limited liability company**, ("Landlord") and **MEDICINOVA, INC., a Delaware corporation** ("Tenant").

RECITALS

- A. Landlord and Tenant are parties to that certain lease dated January 28, 2004, which lease has been previously amended by a First Amendment dated August 10, 2004, a Second Amendment dated March 21, 2005, a Third Amendment dated January 31, 2008 and Fourth Amendment dated October 3, 2008 (collectively, the "Lease"). Pursuant to the Lease, Landlord has leased to Tenant space currently containing approximately **12,699** rentable square feet described as Suite Nos. 900, 950 ("Suite 950"), 960, and 970 (collectively, the "Original Premises"), on the 9th floor of the building located at 4350 La Jolla Village Drive, San Diego, California (the "Building").
- B. The Lease by its terms shall expire on August 31, 2011 ("Third Prior Termination Date"), and the parties desire to extend the Term of the Lease with respect to Suite 950 only consisting of **5,089** rentable square feet as depicted in Exhibit A hereof, all on the following terms and conditions.

NOW, THEREFORE, in consideration of the above recitals which by this reference are incorporated herein, the mutual covenants and conditions contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

- I. **Extension.** The Term of the Lease with respect to Suite 950 only is hereby extended and shall expire on May 31, 2012 ("Fourth Extended Termination Date"), unless sooner terminated in accordance with the terms of the Lease. That portion of the Term commencing the day immediately following the Third Prior Termination Date ("Fourth Extension Date") and ending on the Fourth Extended Termination Date shall be referred to herein as the "Fourth Extended Term". From and after the Fourth Extension Date, the "Premises" as defined in the Lease shall mean Suite 950 consisting of 5,089 rentable square feet.
- II. **Base Rent.** As of the Fourth Extension Date, the schedule of Base Rent payable with respect to the Premises during the Fourth Extended Term is the following:

<u>Months of Term or Period</u>	<u>Monthly Rate Per Square Foot</u>	<u>Monthly Base Rent</u>
9/1/11-5/31/12	\$ 2.45	\$ 12,468.00

All such Base Rent shall be payable by Tenant in accordance with the terms of the Lease.

- III. **Expenses and Taxes.** For the period commencing on the Fourth Extension Date and ending on the Fourth Extended Termination Date, Tenant shall be obligated to pay Tenant's Pro Rata Share of Expenses and Taxes accruing in connection with the Premises in accordance with the terms of the Lease. In addition, Tenant's Pro Rata Share for the Premises commencing on the Fourth Extension Date and ending on the Fourth Extended Termination Date shall be 2.63%.
- IV. **Security Deposit.** Provided Tenant is not in default, effective as of the Substitution Effective Fourth Extension Date, the Security Deposit held by Landlord as provided under Section 6 of the Lease, as amended, as security for payment of Rent and the performance of the other terms and conditions of the Lease by Tenant shall be reduced from \$89,664.00 to **\$44,832.00**. Provided Tenant is not in default, Landlord shall return to Tenant the excess Security Deposit in the amount of \$44,832.00 within a reasonable time after the Fourth Extension Date.
- V. **Improvements to Premises.**
- A. **Condition of Premises.** Tenant is in possession of the Premises and accepts the same "as is" without any agreements, representations, understandings or obligations on the part of Landlord to perform any alterations, repairs or improvements, except as may be expressly provided otherwise in this Amendment.
- B. **Tenant Improvements.** Landlord shall cause its contractor to demise the reception area in the Premises pursuant to the demising plan prepared by Gensler dated January 26, 2011 ("Tenant Improvements"). All such improvements shall be set forth at one time by Tenant as part of a single plan, it being understood that Landlord shall not be required to undertake multiple jobs. All materials and finishes utilized in completing the Tenant Improvements shall be Landlord's building standard. Should Landlord submit any matter to Tenant for approval, Tenant shall approve or reasonably disapprove same (with reasons specified) within 3 business days.

It is understood that the Tenant Improvements shall be done during Tenant's occupancy of the Premises. In this regard, Tenant agrees to assume any risk of injury, loss or damage which may result and that no rental abatement shall result while the Tenant

Improvements are completed in the Premises. Tenant further agrees that it shall be solely responsible for relocating its office equipment, furniture and furnishings in the Premises to accommodate such improvement work.

- VI. **Parking**. Notwithstanding any contrary provision in Exhibit G to the Lease, "Parking Agreement," as amended, effective as of the Fourth Extension Date, Landlord shall lease to Tenant, and Tenant shall lease from Landlord, 17 unreserved parking spaces in the Parking Facility at the rate of \$55.00 per stall per month through the Fourth Extended Term.
- VII. **SDN List**. Tenant hereby represents and warrants that neither Tenant nor any officer, director, employee, partner, member or other principal of Tenant (collectively, "Tenant Parties") is listed as a Specially Designated National and Blocked Person ("SDN") on the list of such persons and entities issued by the U.S. Treasury Office of Foreign Assets Control (OFAC). In the event Tenant or any Tenant Party is or becomes listed as an SDN, Tenant shall be deemed in breach of this Lease and Landlord shall have the right to terminate the Lease immediately upon written notice to Tenant.
- VIII. **GENERAL**.
- A. **Effect of Amendments**. The Lease shall remain in full force and effect except to the extent that it is modified by this Amendment.
- B. **Entire Agreement**. This Amendment embodies the entire understanding between Landlord and Tenant and can be changed only by a writing signed by Landlord and Tenant. There have been no additional oral or written representations or agreements. Under no circumstances shall Tenant be entitled to any rent abatement, improvement allowance, leasehold improvements, or any similar economic incentives that may have been provided Tenant in connection with entering into the Lease, unless specifically set forth in this Amendment.
- C. **Counterparts**. If this Amendment is executed in counterparts, each is hereby declared to be an original; all, however, shall constitute but one and the same amendment. In any action or proceeding, any photographic, photostatic, or other copy of this Amendment may be introduced into evidence without foundation.
- D. **Defined Terms**. All words commencing with initial capital letters in this Amendment and defined in the Lease shall have the same meaning in this Amendment as in the Lease, unless they are otherwise defined in this Amendment.
- E. **Authority**. If Tenant is a corporation, limited liability company or partnership, or is comprised of any of them, each individual executing this Amendment for the corporation, limited liability company or partnership represents that he or she is duly authorized to execute and deliver this Amendment on behalf of such entity and that this Amendment is binding upon such entity in accordance with its terms.
- F. **Attorneys' Fees**. The provisions of the Lease respecting payment of attorneys' fees shall also apply to this Amendment.
- G. **Execution of Amendment**. Submission of this Amendment by Landlord is not an offer to enter into this Amendment but rather is a solicitation for such an offer by Tenant. Landlord shall not be bound by this Amendment until Landlord has executed and delivered the same to Tenant.
- H. **Nondisclosure of Terms**. Except (i) as required by law; (ii) in connection with a dispute or litigation hereunder; (iii) as required by subpoena; or (iv) pursuant to regulations and statutes for publicly traded entities, Tenant agrees that neither Tenant nor its agents or any other parties acting on behalf of Tenant shall disclose any matters set forth in this Amendment or disseminate or distribute any information concerning the terms, details or conditions hereof to any person, firm or entity without obtaining the express written consent of Landlord, which consent will not be unreasonably withheld, conditioned or delayed. Landlord acknowledges that Tenant is required to file this Amendment with the Securities Exchange Commission.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment as of the day and year first above written.

LANDLORD:

**4350 LA JOLLA VILLAGE LLC,
a Delaware limited liability company**

By: /s/ Steven M. Case
Steven M. Case
Executive Vice President, Leasing

By: /s/ Michael T. Bennett
Michael T. Bennett
Senior Vice President, Operations

TENANT:

**MEDICINOVA, INC.,
a Delaware corporation**

By: /s/ Yuichi Iwaki
Printed Name: Yuichi Iwaki
Title: President & CEO

By: /s/ Michael Coffee
Printed Name: Michael Coffee
Title: Interim CFO, Secretary

4350 La Jolla Village Dr, Suite 950

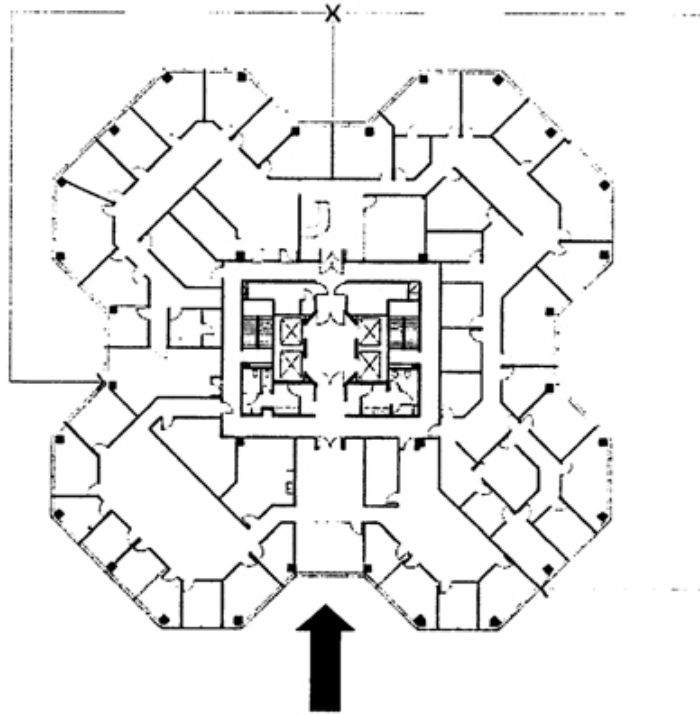


Exhibit A