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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

**SCHEDULE TO**

**Tender Offer Statement under Section 14(d)(1) or 13(e)(1)  
of the Securities Exchange Act of 1934  
(Amendment No. 1)**

**LISATA THERAPEUTICS, INC.**  
(Name of Subject Company (Issuer))

**KUVA ACQUISITION CORP.,**  
(Offeror)

A direct wholly owned subsidiary of

**KUVA LABS INC.**  
(Parent of Offeror)

(Names of Filing Persons (identifying status as offeror, issuer or other person))

**Common Stock, \$0.001 Par Value Per Share**  
(Title of Class of Securities)

**128058302**

(Cusip Number of Class of Securities)

**Mark Land**  
**1980 Post Oak Blvd, Suite 100,**  
**Houston, Texas 77056**  
**Telephone: (917) 202-1954**

(Name, address, and telephone numbers of person authorized to receive notices and communications on behalf of filing persons)

*Copies to:*

**Anne G. Peetz**  
**Reed Smith LLP**  
**1221 McKinney Street**  
**Houston, Texas 77010**  
**Telephone: (713) 469-3800**

- Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the form or schedule and the date of its filing.

Amount Previously Paid: \$4,443.40  
Form or Registration No.: Schedule TO-T

Filing Party: Lisata Therapeutics, Inc.  
Date Filed: June 10, 2026

- Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

- Third-party tender offer subject to Rule 14d-1.  
 Issuer tender offer subject to Rule 13e-4.  
 Going-private transaction subject to Rule 13e-3.  
 Amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer:

If applicable, check the appropriate box(es) below to designate the appropriate rule provision(s) relied upon:

- Rule 13e-4(i) (Cross-Border Issuer Tender Offer)  
 Rule 14d-1(d) (Cross-Border Third-Party Tender Offer)
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This Amendment No. 1 (this "Amendment") amends and supplements the Tender Offer Statement on Schedule TO filed with the Securities and Exchange Commission on June 10, 2026 (together with any subsequent amendments and supplements thereto, the "Schedule TO"), by Kuva Acquisition Corp., a Delaware corporation ("Purchaser") and a direct wholly-owned subsidiary of Kuva Labs Inc., a Delaware corporation ("Parent"), and Parent. The Schedule TO relates to the offer by Purchaser to purchase all of the outstanding shares of common stock, par value \$0.001 per share (the "Common Shares"), of Lisata Therapeutics, Inc., a Delaware corporation (the "Company"), at a purchase price of (i) \$4.00 per Common Share, net to the seller in cash, without interest (the "Closing Amount"), plus (ii) one contingent value right (each, a "CVR"), which represents the contractual right to receive contingent cash payments of up to an aggregate of \$3.00 per CVR subject to the achievement of the Milestones (as defined in the CVR Agreement), in accordance with the terms and subject to the conditions of a contingent value rights agreement (the "CVR Agreement"), net to the seller in cash, without interest (the Closing Amount plus one CVR, collectively, or any higher amount per Common Share paid pursuant to the Offer, the "Offer Price") and less any applicable tax withholding, upon the terms and subject to the conditions set forth in the Offer to Purchase dated June 10, 2026 (together with any amendments or supplements thereto, the "Offer to Purchase"), and in the accompanying Letter of Transmittal, which are annexed to and filed with the Schedule TO as Exhibits (a)(1)(A) and (a)(1)(B), respectively.

All information contained in the Offer to Purchase (including Schedule I to the Offer to Purchase) is hereby expressly incorporated by reference herein in response to Items 1 through 9 and Item 11 of this Schedule TO and is supplemented by the information specifically provided in this Amendment, except as otherwise set forth below. Except as otherwise set forth in this Amendment, the information in Schedule TO remains unchanged and is incorporated herein by reference to the extent relevant to the items in this Amendment. Capitalized terms used but not defined herein have the meanings ascribed to them in the Schedule TO.

### ***Items 1 through 11.***

The Offer to Purchase and Items 1 through 11 of the Schedule TO, to the extent such Items incorporate by reference the information contained in the Offer to Purchase, are hereby amended and supplemented as set forth below. Page references below are to the Offer to Purchase as originally filed.

### ***The Cover Page, the "Introduction" and Section 1 — "Terms of the Offer"***

The Offer to Purchase and the related Letter of Transmittal are hereby amended and supplemented to reflect that the Expiration Time of the Offer has been extended, as follows:

"On July 10, 2026, Purchaser has extended the Expiration Time until 11:59 p.m., New York City time, on July 16, 2026, unless the Offer is further extended or earlier terminated as permitted by the Merger Agreement. The Offer was previously scheduled to expire at 11:59 p.m., New York City time, on July 10, 2026.

Equiniti Trust Company, LLC, the depository for the Offer, has advised Purchaser that, as of 12:45 p.m., New York City time, on July 10, 2026, approximately 5,105,552 Common Shares have been validly tendered and not validly withdrawn pursuant to the Offer, representing approximately 55.98% of the 9,119,742 Common Shares outstanding as of June 9, 2026 (the most recent practicable date).

Parent and Purchaser expect the Offer will be consummated promptly following the expiration of the Offer (as hereby extended), subject to the satisfaction of the remaining conditions to the consummation of the Offer set forth in the Merger Agreement."

### ***Amendments to the Offer to Purchase and Exhibits to the Schedule TO***

Accordingly, all references to "11:59 p.m., New York City time, on July 10, 2026" set forth in the Offer to Purchase (Exhibit (a)(1)(A)), the Letter of Transmittal (Exhibit (a)(1)(B)), the Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees (Exhibit (a)(1)(C)), the Letter to Clients for use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees (Exhibit (a)(1)(D)) and the Form of Notice of Guaranteed Delivery (Exhibit (a)(1)(E)) are hereby amended and replaced with "11:59 p.m., New York City time, on July 16, 2026."

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**Section 2 — “Acceptance for Payment and Payment for Shares” (page 16)**

The first paragraph of the section of the Offer to Purchase captioned Section 2 — “Acceptance for Payment and Payment for Shares” is hereby amended and supplemented by deleting the phrase “as promptly as practicable after the Acceptance Time” in the first sentence thereof and replacing it with “promptly after the Acceptance Time.” As so amended, the first sentence of the first paragraph of Section 2 reads in its entirety as follows:

“Subject to the terms of the Offer and the Merger Agreement and the satisfaction or waiver of the Offer Conditions set forth in Section 15 — “Conditions of the Offer,” we will accept for payment and pay for all Common Shares validly tendered and not validly withdrawn pursuant to the Offer promptly after the Acceptance Time (as defined in Section 11 — “The Merger Agreement”).”

**Section 9 — “Source and Amount of Funds” (page 28) and Section 11 — “The Merger Agreement; Other Agreements” (pages 57 and 65)**

(a) Section 9 — “Source and Amount of Funds” of the Offer to Purchase is hereby amended and supplemented by amending and restating in their entirety the paragraph that begins “In particular, Parent has entered into a non-binding indication of interest...” and the paragraph that begins “Parent has entered into a simple agreement for equity with an investor...” to read as follows:

“Parent has entered into a non-binding indication of interest, dated June 2, 2026 (the “Non-Binding LOI”), with a proposed investor (the “Note Investor”), pursuant to which the Note Investor would purchase from Parent senior secured convertible notes (the “Notes”) in an aggregate amount equal to the lesser of \$25.0 million and 100% of the cash equity raised by Parent in connection with the Merger, prior to the Closing, solely for the purpose of allowing Parent and/or Purchaser to fully fund the payment of the Closing Amount in respect of each Common Share validly tendered and accepted in the Offer, the cash portion of the Merger Consideration (excluding the portion of the Merger Consideration that would otherwise be payable in respect of the Rollover Shares), any other amounts required to be paid by Parent or Purchaser at Closing in connection with the consummation of the Transactions, and the payment of any fees and expenses of or payable by Parent, Purchaser or the Surviving Corporation in connection with the foregoing, in each case subject to the negotiation and execution of definitive documentation. The Notes would bear interest at a rate of 15.0% per annum, payable in kind (“PIK”), on the funded balance, plus an exit fee equal to 100% of the funded balance plus 50% of the undrawn balance (with PIK interest being deducted from any exit fee). The Notes would have a term of five years from the date of the Merger, and the Note Investor would have the right to cause the Notes to mature early after one year. The Notes would be a first lien secured obligation of Parent, secured by a perfected security interest in substantially all of the assets of Parent and its guarantors, and would be convertible into common stock of Parent. At the closing of the financing, the Note Investor would receive penny warrants to purchase common shares of Parent equal to 10% of the number of shares underlying the Notes, with a term of ten years. The closing of the Notes would be conditioned on Parent raising a minimum of \$20.0 million of new equity. The shares underlying the Notes would have customary registration rights, and the Note Investor would have the right to participate in up to 25% of any subsequent financing of Parent for a period of three years following the closing of the financing. The Non-Binding LOI does not constitute committed capital and is not binding on the parties, and the purchase of the Notes remains subject to the completion of due diligence, the negotiation and execution of definitive documentation and other customary conditions. There can be no assurance that any financing with the Note Investor will be obtained.

Parent has entered into a simple agreement for future equity, dated May 30, 2026 (the “Investor SAFE”), with ER Trust (the “SAFE Investor”), pursuant to which the SAFE Investor has agreed to pay Parent a purchase amount of \$3.5 million, following the completion of the Merger. Pursuant to the Investor SAFE, the purchase amount would convert into equity securities of Parent upon the occurrence of the events specified therein at a discount rate of 80%. The obligations of the SAFE Investor under the Investor SAFE are subject to the closing of the Merger. The foregoing description of the Investor SAFE does not purport to be complete and is qualified in its entirety by reference to the full text of the Investor SAFE, which is filed as Exhibit (b)(1) to the Schedule TO and is incorporated herein by reference.”

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(b) Section 11 — “The Merger Agreement; Other Agreements” of the Offer to Purchase is hereby amended and supplemented as follows:

(i) Section 11 is hereby further amended and supplemented by adding the following new subsection captioned “Investor SAFE” immediately following the subsection captioned “Non-Binding LOI”:

**“Investor SAFE**

Parent has entered into a simple agreement for future equity, dated May 30, 2026 (the “Investor SAFE”), with ER Trust (the “SAFE Investor”), pursuant to which the SAFE Investor has agreed to pay Parent a purchase amount of \$3.5 million, which is subject to the closing of the Merger. Pursuant to the Investor SAFE, the purchase amount would convert into equity securities of Parent upon the occurrence of the events specified therein at a discount rate of 80%. The foregoing summary of the material terms of the Investor SAFE is only a summary, does not purport to be complete and is qualified in its entirety by reference to the full text of the Investor SAFE, which is filed as Exhibit (b)(1) to the Schedule TO and is incorporated herein by reference.”

**Section 11 — “The Merger Agreement; Other Agreements — Support Agreement” (page 63)**

The subsection of the Offer to Purchase captioned “Support Agreement” under Section 11 — “The Merger Agreement; Other Agreements” is hereby amended and supplemented by adding the following immediately following the first paragraph of such subsection:

“The name of each Rollover Stockholder, the number of Common Shares subject to such Rollover Stockholder’s Support Agreement, and the number of Rollover Shares to be contributed by such Rollover Stockholder to Parent at the Exchange Time are set forth in the table below:”

<b>Rollover Stockholder</b>	<b>Shares Subject to Support Agreement</b>	<b>Rollover Shares</b>
Sangeeta Bhatia	176,739	88,000
Frank Slack	176,739	17,000
Kazuki Sugahara	98,902	15,647
Sailor Cheung Trust	182,542	164,292
Ying Yang	16,014	16,014
Leading Choice	423,322	423,322
Xinjian Zhou	16,014	16,014
Atoll Investments LLC	58,036	58,036
Darren Sigal	13,428	13,428
Mivero Trust (Miguel Leff)	9,170	9,170
Greg Land	2,000	2,000
Blaine & Joan Land	10,000	10,000
Andrew Hopkins IRA	7,270	7,270
Thomas Hopkins	4,900	4,900
Thomas Hopkins IRA	2,875	2,875
Andrew Hopkins	18,070	18,070
<b>Total</b>	<b>1,216,021</b>	<b>866,038</b>

**Item 12. Exhibits**

Item 12 of the Schedule TO is hereby amended and supplemented by adding the following exhibit:

<b>Exhibit No.</b>	<b>Description</b>
<b>(b)(1)*</b>	Simple Agreement for Future Equity, dated May 30, 2026, by and between Kuva Labs Inc. and the SAFE Investor party thereto.

\* Filed herewith

**SIGNATURES**

After due inquiry and to the best knowledge and belief of the undersigned, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: July 10, 2026

**KUVA ACQUISITION CORP.**

By: /s/ Mark Land  
Name: Mark Land  
Title: President

**KUVA LABS INC.**

By: /s/ Mark Land  
Name: Mark Land  
Title: Chief Executive Officer

THIS INSTRUMENT AND ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED IN THIS SAFE AND UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

**KUVA LABS INC.**

**SAFE**  
**(Simple Agreement for Future Equity)**

THIS CERTIFIES THAT in exchange for the payment by ER Trust (the “**Investor**”) of \$3,500,000 (the “**Purchase Amount**”) on or about May 30, 2026, Kuva Labs, Inc., a Delaware corporation (the “**Company**”), issues to the Investor the right to certain shares of the Company’s Capital Stock, subject to the terms described below.

The “**Discount Rate**” is 80%.

The “**Pre-Money Valuation Cap**” is \$210,000,000. See **Section 2** for certain additional defined terms.

**1. Events**

(a) **Equity Financing.** If there is a Qualified Equity Financing before the termination of this Safe, on the initial closing of such Qualified Equity Financing, this Safe will automatically convert into the greater of: (1) the number of shares of Safe Preferred Stock equal to the Conversion Amount divided by the Discount Price; or (2) the number of shares of Safe Preferred Stock equal to the Conversion Amount divided by the Safe Price.

If there is an Equity Financing before the termination of this Safe that is not a Qualified Equity Financing, on the closing of such Qualified Equity Financing, the Investor may elect to convert this Safe into the greater of: (1) the number of shares of Standard Preferred Stock equal to the Conversion Amount divided by the Discount Price; or (2) the number of shares of Safe Preferred Stock equal to the Conversion Amount divided by the Safe Price.

In connection with the conversion of this Safe into shares of Safe Preferred Stock in connection with an Equity Financing, the Investor will execute and deliver to the Company all of the transaction documents related to the Equity Financing; *provided*, that such documents are the same documents to be entered into with the purchasers of Standard Preferred Stock, with appropriate variations for the Safe Preferred Stock if applicable.

(b) **Liquidity Event.** If there is a Liquidity Event before the termination of this Safe, the Investor will automatically be entitled (subject to the liquidation priority set forth in Section 1(d) below) to receive a portion of Proceeds, due and payable to the Investor immediately prior to, or concurrent with, the consummation of such Liquidity Event, equal to the greater of (i) two (2) times the Purchase Amount (the “**Cash-Out Amount**”) or (ii) the amount payable on the number of shares of Common Stock equal to the Conversion Amount divided by the Liquidity Price (the “**Conversion Amount**”). If any of the Company’s securityholders are given a choice as to the form and amount of Proceeds to be received in a Liquidity Event, the Investor will be given the same choice, *provided* that the Investor may not choose to receive a form of consideration that the Investor would be ineligible to receive as a result of the Investor’s failure to satisfy any requirement or limitation generally applicable to the Company’s securityholders, or under any applicable laws.

Notwithstanding the foregoing, in connection with a Change of Control intended to qualify as a tax-free reorganization, the Company may reduce the cash portion of Proceeds payable to the Investor by the amount determined by its board of directors in good faith for such Change of Control to qualify as a tax-free reorganization for U.S. federal income tax purposes, provided that such reduction (A) does not reduce the total Proceeds payable to such Investor and (B) is applied in the same manner and on a pro rata basis to all securityholders who have equal priority to the Investor under Section 1(d).

(c) **Dissolution Event.** If there is a Dissolution Event before the termination of this Safe, the Investor will automatically be entitled (subject to the liquidation priority set forth in Section 1(d) below) to receive a portion of Proceeds equal to the Cash-Out Amount, due and payable to the Investor immediately prior to the consummation of the Dissolution Event.

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(d) **Optional Conversion.** At any time after the date hereof, the Investor may elect to convert this Safe into a number of shares of New Preferred Stock equal to the Conversion Amount divided by \$3.50.

(e) **Liquidation Priority.** In a Liquidity Event or Dissolution Event, this Safe is intended to operate like standard non-participating Preferred Stock. The Investor's right to receive its Cash-Out Amount is:

- (i) Junior to payment of outstanding indebtedness and creditor claims, including contractual claims for payment and convertible promissory notes (to the extent such convertible promissory notes are not actually or notionally converted into Capital Stock);
- (ii) On par with payments for other Safes and/or Preferred Stock, and if the applicable Proceeds are insufficient to permit full payments to the Investor and such other Safes and/or Preferred Stock, the applicable Proceeds will be distributed pro rata to the Investor and such other Safes and/or Preferred Stock in proportion to the full payments that would otherwise be due; and
- (iii) Senior to payments for Common Stock.

The Investor's right to receive its Conversion Amount is (A) on par with payments for Common Stock and other Safes and/or Preferred Stock who are also receiving Conversion Amounts or Proceeds on a similar as-converted to Common Stock basis, and (B) junior to payments described in clauses (i) and (ii) above (in the latter case, to the extent such payments are Cash-Out Amounts or similar liquidation preferences).

(e) **Termination.** This Safe will automatically terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this Safe) immediately following the earliest to occur of: (i) the issuance of Capital Stock to the Investor pursuant to the conversion of this Safe under Section 1(a); or (ii) the payment, or setting aside for payment, of amounts due the Investor pursuant to Section 1(b) or Section 1(c).

## 2. *Definitions*

“**Capital Stock**” means the capital stock of the Company, including, without limitation, the “**Common Stock**” and the “**Preferred Stock**.”

“**Change of Control**” means (i) a transaction or series of related transactions in which any “person” or “group” (within the meaning of Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company's board of directors, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

“**Company Capitalization**” is calculated as of immediately prior to the Equity Financing and (without double-counting, in each case calculated on an as-converted to Common Stock basis):

- Includes all shares of Capital Stock issued and outstanding;
- Excludes all Converting Securities;
- Includes all (i) issued and outstanding Options and (ii) Promised Options; and
- Includes the Unissued Option Pool, except that any increase to the Unissued Option Pool in connection with the Equity Financing will only be included to the extent that the number of Promised Options exceeds the Unissued Option Pool prior to such increase.

“**Conversion Amount**” means the Purchase Amount plus simple interest at a rate of nine percent per annum from the date of this Safe until the measurement date.

“**Converting Securities**” includes this Safe and other convertible securities issued by the Company, including but not limited to: (i) other Safes; (ii) convertible promissory notes and other convertible debt instruments; and (iii) convertible securities that have the right to convert into shares of Capital Stock.

“**DeSPAC Transaction**” means a business combination of the Company with a special purpose acquisition company that results in the Common Stock being, or being exchanged for a class or series of common stock that is, listed on a national securities exchange.

“**Direct Listing**” means the Company’s initial listing of its Common Stock (other than shares of Common Stock not eligible for resale under Rule 144 under the Securities Act) on a national securities exchange by means of an effective registration statement on Form S-1 filed by the Company with the SEC that registers shares of existing capital stock of the Company for resale, as approved by the Company’s board of directors. For the avoidance of doubt, a Direct Listing will not be deemed to be an underwritten offering and will not involve any underwriting services.

“**Discount Price**” means the lowest price per share of the Standard Preferred Stock sold in the Equity Financing multiplied by the Discount Rate.

“**Dissolution Event**” means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company’s creditors or (iii) any other liquidation, dissolution or winding up of the Company (**excluding** a Liquidity Event), whether voluntary or involuntary.

“**Dividend Amount**” means, with respect to any date on which the Company pays a dividend on its outstanding Common Stock, the amount of such dividend that is paid per share of Common Stock multiplied by (x) the Purchase Amount divided by (y) the Liquidity Price (treating the dividend date as a Liquidity Event solely for purposes of calculating such Liquidity Price).

“**Equity Financing**” means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells Preferred Stock at a fixed valuation, including but not limited to, a pre-money or post-money valuation.

“**Initial Public Offering**” means the closing of the Company’s first firm commitment underwritten initial public offering of Common Stock pursuant to a registration statement filed under the Securities Act.

“**Liquidity Capitalization**” is calculated as of immediately prior to the Liquidity Event, and (without double-counting, in each case calculated on an as-converted to Common Stock basis):

- Includes all shares of Capital Stock issued and outstanding;
- Includes all (i) issued and outstanding Options and (ii) to the extent receiving Proceeds, Promised Options;
- Includes all Converting Securities, **other than** any Safes and other convertible securities (including without limitation shares of Preferred Stock) where the holders of such securities are receiving Cash-Out Amounts or similar liquidation preference payments in lieu of Conversion Amounts or similar “as-converted” payments; and
- Excludes the Unissued Option Pool.

“**Liquidity Event**” means a Change of Control, a Direct Listing, a DeSPAC Transaction or an Initial Public Offering.

“**Liquidity Price**” means the price per share equal to the Pre-Money Valuation Cap divided by the Liquidity Capitalization.

“**New Preferred Stock**” means the most recent series of Preferred Stock issued by the Company or, if the Company has not issued any Preferred Stock, a newly authorized series of senior, non-participating, non-interest-bearing Preferred Stock with a liquidation preference equal to \$3.50 per share and otherwise having rights, privileges, preferences and restrictions that are customary for senior, non-participating, non-interest-bearing Preferred Stock as determined by the Company in good faith.

“**Options**” includes options, restricted stock awards or purchases, RSUs, SARs, warrants or similar securities, vested or unvested.

“**Qualified Equity Financing**” means an Equity Financing that results in gross proceeds to the Company of at least \$75,000,000.

“**Proceeds**” means cash and other assets (including without limitation stock consideration) that are proceeds from the Liquidity Event or the Dissolution Event, as applicable, and legally available for distribution.

“**Promised Options**” means promised but ungranted Options that are the greater of those (i) promised pursuant to agreements or understandings made prior to the execution of, or in connection with, the term sheet or letter of intent for the Equity Financing or Liquidity Event, as applicable (or the initial closing of the Equity Financing or consummation of the Liquidity Event, if there is no term sheet or letter of intent), (ii) in the case of an Equity Financing, treated as outstanding Options in the calculation of the Standard Preferred Stock’s price per share, or (iii) in the case of a Liquidity Event, treated as outstanding Options in the calculation of the distribution of the Proceeds.

“**Safe**” means an instrument containing a future right to shares of Capital Stock, similar in form and content to this instrument, purchased by investors for the purpose of funding the Company’s business operations. References to “this Safe” mean this specific instrument.

“**Safe Preferred Stock**” means the shares of the series of Preferred Stock issued to the Investor in an Equity Financing, having the identical rights, privileges, preferences, seniority, liquidation multiple and restrictions as the shares of Standard Preferred Stock, except that any price-based preferences (such as the per share liquidation amount, initial conversion price and per share dividend amount) will be based on the Safe Price or the Discount Price, as applicable.

“**Safe Price**” means the price per share equal to the Pre-Money Valuation Cap divided by the Company Capitalization.

“**Standard Preferred Stock**” means the shares of the series of Preferred Stock issued to the investors investing new money in the Company in connection with the initial closing of the Equity Financing.

“**Unissued Option Pool**” means all shares of Capital Stock that are reserved, available for future grant and not subject to any outstanding Options or Promised Options (but in the case of a Liquidity Event, only to the extent Proceeds are payable on such Promised Options) under any equity incentive or similar Company plan.

### **3. Company Representations**

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

(b) The execution, delivery and performance by the Company of this Safe is within the power of the Company and has been duly authorized by all necessary actions on the part of the Company (subject to section 3(d)). This Safe constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors’ rights generally and general principles of equity. To its knowledge, the Company is not in violation of (i) its current certificate of incorporation or bylaws, (ii) any material statute, rule or regulation applicable to the Company or (iii) any material debt or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company.

(c) The performance and consummation of the transactions contemplated by this Safe do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the Company; (ii) result in the acceleration of any material debt or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien on any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.

(d) No consents or approvals are required in connection with the performance of this Safe, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of Capital Stock issuable pursuant to Section 1.

(e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

#### **4. *Investor Representations***

(a) The Investor has full legal capacity, power and authority to execute and deliver this Safe and to perform its obligations hereunder. This Safe constitutes a valid and binding obligation of the Investor, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

(b) The Investor is an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act, and acknowledges and agrees that if not an accredited investor at the time of an Equity Financing, the Company may void this Safe and return the Purchase Amount. The Investor has been advised that this Safe and the underlying securities have not been registered under the Securities Act, or any state securities laws and, therefore, cannot be resold unless they are registered under the Securities Act and applicable state securities laws or unless an exemption from such registration requirements is available. The Investor is purchasing this Safe and the securities to be acquired by the Investor hereunder for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

#### **5. *Miscellaneous***

(a) Any provision of this Safe may be amended, waived or modified by written consent of the Company and either (i) the Investor or (ii) the majority-in-interest of all then-outstanding Safes with the same "Pre-Money Valuation Cap" and "Discount Rate" as this Safe (and Safes lacking one or both of such terms will be considered to be the same with respect to such term(s)), *provided that* with respect to clause (ii): (A) the Purchase Amount may not be amended, waived or modified in this manner, (B) the consent of the Investor and each holder of such Safes must be solicited (even if not obtained), and (C) such amendment, waiver or modification treats all such holders in the same manner. "Majority-in-interest" refers to the holders of the applicable group of Safes whose Safes have a total Purchase Amount greater than 50% of the total Purchase Amount of all of such applicable group of Safes.

(b) Any notice required or permitted by this Safe will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(c) The Investor is not entitled, as a holder of this Safe, to vote or be deemed a holder of Capital Stock for any purpose other than tax purposes, nor will anything in this Safe be construed to confer on the Investor, as such, any rights of a Company stockholder or rights to vote for the election of directors or on any matter submitted to Company stockholders, or to give or withhold consent to any corporate action or to receive notice of meetings, until shares have been issued on the terms described in Section 1. However, if the Company pays a dividend on outstanding shares of Common Stock (that is not payable in shares of Common Stock) while this Safe is outstanding, the Company will pay the Dividend Amount to the Investor at the same time.

(d) Neither this Safe nor the rights in this Safe are transferable or assignable, by operation of law or otherwise, by either party without the prior written consent of the other; *provided, however*, that this Safe and/or its rights may be assigned without the Company's consent by the Investor (i) to the Investor's estate, heirs, executors, administrators, guardians and/or successors in the event of Investor's death or disability, or (ii) to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor.

(e) In the event any one or more of the provisions of this Safe is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Safe operate or would prospectively operate to invalidate this Safe, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this Safe and the remaining provisions of this Safe will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

(f) All rights and obligations hereunder will be governed by the laws of the State of Delaware, without regard to the conflicts of law provisions of such jurisdiction.

(g) The parties acknowledge and agree that for United States federal and state income tax purposes this Safe is, and at all times has been, intended to be characterized as stock, and more particularly as common stock for purposes of Sections 304, 305, 306, 354, 368, 1036 and 1202 of the Internal Revenue Code of 1986, as amended. Accordingly, the parties agree to treat this Safe consistent with the foregoing intent for all United States federal and state income tax purposes (including, without limitation, on their respective tax returns or other informational statements).

*(Signature page follows)*

IN WITNESS WHEREOF, the undersigned have caused this Safe to be duly executed and delivered.

**KUVA LABS INC.**

By: /s/ Mark Land  
Mark Land  
CEO

Address: 1980 Post Oak Land, Suite 200  
Houston, TX 77056

Email: mark.land@kuvalabs.com

**INVESTOR:**

By: /s/ Erkki Ruoslahti  
Name: Erkki Ruoslahti  
Title: Trustee

Address: 6230 La Fremontia,  
Rancho Santa Fe, CA 92067

Email: ruoslahti@sbpdiscovery.org

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## ADDENDUM TO SAFE

This Addendum to Simple Agreement for Future Equity (the “Addendum”) is made as of June 9, 2026, by and between Kuva Labs, Inc., a Delaware corporation (the “Company”), and Erkki Ruoslahti (“Investor”) (collectively, the “Parties”), subject to the terms and conditions defined in this Addendum. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the SAFE.

**WHEREAS**, the Parties entered into the Simple Agreement for Future Equity (the “SAFE”) on May 30, 2026; and

**WHEREAS**, this Addendum reflects the Parties’ negotiations in connection with the SAFE and the tender offer (the “Offer”) and related Plan of Merger between the Company and Lisata Therapeutics, Inc. (the “Merger” and, together with the Offer, the “Transaction”).

**NOW THEREFORE**, in consideration of the mutual promises, terms, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Notwithstanding anything to the contrary in the SAFE, the Investor shall not be required to pay, deliver, or transfer the Purchase Amount to the Company until the date on which the Company first accepts payment for shares of its Common Stock pursuant to the Offer (the “Payment Trigger Date”).
2. Company shall deliver written notice of the Payment Trigger Date to Investor at least 3 business days prior to the Payment Trigger Date.
3. If the Tender Offer is terminated, or otherwise not consummated without the Company accepting payment for any Common Shares thereunder, the deferred payment obligation set forth in Section 1 of this Addendum and the SAFE shall be of no further force or effect, unless the parties mutually agree otherwise in writing.
4. Except as expressly modified by this Addendum, all terms and conditions of the SAFE shall remain in full force and effect and are hereby ratified and confirmed. In the event of any conflict or inconsistency between the terms of this Addendum and the terms of the SAFE, the terms of this Addendum shall control.
5. Miscellaneous

(a) **Governing Law.** This Addendum shall be governed by and construed in accordance with the laws of the state governing the SAFE, without regard to conflicts of law principles.

(b) **Counterparts.** This Addendum may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic or PDF signatures shall be deemed valid and binding.

(c) **Entire Agreement.** This Addendum, together with the SAFE, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, between the parties relating to the subject matter hereof.

(d) **Authority.** Each party represents and warrants that it has the full power and authority to enter into this Addendum and that this Addendum constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms.

*[Signature page follows]*

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IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be executed as of the date first above written.

**KUVA LABS INC.**

By: /s/ Mark Land

Name: Mark Land

Title: Chief Executive Officer

**INVESTOR**

/s/ Erkki Ruoslahti

Name: Erkki Ruoslahti

Title: Trustee

*[SAFE Addendum Signature Page]*

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