

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

June 8, 2026
Date of Report (date of earliest event reported)

LISATA THERAPEUTICS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation or organization)

001-33650
(Commission File Number)

22-2343568
(I.R.S. Employer Identification No.)

P.O. Box 173 Liberty Corner, NJ 07938
(Address of Principal Executive Offices)(ZipCode)

(908) 842-0100
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 (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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.001 per share	LSTA	The Nasdaq Capital Market

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

On June 8, 2026, Lisata Therapeutics, Inc. (the “Company” or “Lisata”) and Kuva Labs Inc., a Delaware corporation (“Parent”), together with Kuva Acquisition Corp., a Delaware corporation and a wholly owned subsidiary of Parent (“Purchaser”), entered into an amendment and waiver (the “Amendment”) to the previously announced Agreement and Plan of Merger, dated as of March 6, 2026, by and among Parent, Purchaser and the Company (as it may be amended from time to time, the “Merger Agreement”). Pursuant to the Amendment, the Company, Parent and Purchaser agreed that, upon commencement of the tender offer for all of the outstanding shares of common stock of the Company (the “Offer”) on June 10, 2026, the date by which Purchaser is obligated under the Merger Agreement to commence the Offer would automatically be extended from June 1, 2026 to June 10, 2026, or such other date as may be agreed to between the Company and Parent. The Amendment also extended the Outside Date (as defined in the Merger Agreement) from July 1, 2026 to July 17, 2026 and provided that Parent may elect to pay to the Company at or before one minute after 11:59 p.m. Eastern Time on July 17, 2026 an extension fee of \$1,500,000, which shall be non-refundable, in order to automatically extend the Outside Date under the Merger Agreement to August 17, 2026.

From the date of the Amendment until June 10, 2026, the Company has agreed not to pursue any claim against Parent, Purchaser or their affiliates arising from or relating to the Merger Agreement or the transactions contemplated thereby. Upon commencement of the Offer, the Company shall irrevocably waive any claims to the extent arising from or relating to the Purchaser’s failure to commence the Offer by June 1, 2026. Upon the commencement of the Offer and provided that the Parent pays to the Company (i) \$150,000 on June 12, 2026 and (ii) \$100,000 on June 26, 2026, the Company shall irrevocably waive any claims to the extent arising from or relating to the Purchaser’s failure to pay the interim operating payment of \$250,000 that was due to the Company on May 26, 2026. The Company’s covenant not to sue, waivers, the extension of the Outside Date and the extension of the deadline to commence the Offer, described above, are each subject to termination by the Company if (i) Parent fails to make any payment under the Amendment when due or (ii) Parent commits a material breach of the Amendment (other than a payment default) that materially adversely affects the transactions contemplated by the Merger Agreement and fails to cure such breach within two (2) Business Days after written notice thereof from the Company.

Parent and Purchaser also made certain representations and agreed to certain covenants regarding its anticipated sources of financing, including agreeing to use its best efforts to arrange and obtain alternative financing from alternative sources if its anticipated sources of financing become unavailable. Purchaser acknowledged and agreed that (i) the absence of committed financing as of the date of the Amendment constitutes information that is material to security holders of the Company for purposes of their decision whether to tender their shares, (ii) Purchaser has disclosed and will continue to disclose this fact in accordance with all applicable requirements of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, including in the Schedule TO and any amendments thereto, and (iii) to the extent that the financing status of the Offer changes in a manner that constitutes a material change under applicable Law, Purchaser shall promptly file an amendment to the Schedule TO disclosing such change and shall ensure that a sufficient offering period remains following such disclosure, in each case as required by applicable SEC rules and guidance.

A copy of the Amendment is attached as Exhibit 2.1 to this Current Report on Form 8-K and is incorporated herein by reference. The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Number	Description of Exhibit
2.1	Amendment and Waiver to Agreement and Plan of Merger, dated June 8, 2026, by and among Lisata Therapeutics, Inc., Kuva Labs Inc. and Kuva Acquisition Corp.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

Additional Information and Where to Find It

The tender offer referred to in this document has not yet commenced. This document is for informational purposes only and is neither an offer to purchase nor a solicitation of an offer to sell shares, nor is it a substitute for the tender offer materials that Parent and Purchaser will file with the SEC upon commencement of the tender offer, if commenced at all. At the time the tender offer is commenced, if commenced at all, Parent and Purchaser will cause to be filed a tender offer statement on Schedule TO with the SEC, and Lisata will file a solicitation/recommendation statement on Schedule 14D-9 with respect to the tender offer.

THE TENDER OFFER MATERIALS (INCLUDING AN OFFER TO PURCHASE, A RELATED LETTER OF TRANSMITTAL AND CERTAIN OTHER OFFER DOCUMENTS) AND THE SOLICITATION/RECOMMENDATION STATEMENT ON SCHEDULE 14D-9 WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED ACQUISITION AND THE PARTIES THERETO IF AND WHEN SUCH TENDER OFFER MATERIALS AND SOLICITATION/RECOMMENDATION STATEMENT ON SCHEDULE 14D-9 ARE FILED WITH THE SEC. INVESTORS AND STOCKHOLDERS OF LISATA ARE URGED TO READ THESE DOCUMENTS CAREFULLY IF AND WHEN THEY BECOME AVAILABLE (AND EACH AS IT MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME) BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION THAT INVESTORS AND STOCKHOLDERS SHOULD CONSIDER BEFORE MAKING ANY DECISION REGARDING TENDERING THEIR COMMON SHARES IN THE TENDER OFFER IF COMMENCED.

Both the tender offer statement and the solicitation/recommendation statement will be sent free of charge to all of Lisata's stockholders if the tender offer is commenced. A free copy of the tender offer statement and the solicitation/recommendation statement will also be made available to all stockholders of Lisata, if the tender offer is commenced, by accessing <https://ir.lisata.com> or by contacting Investor Relations at (908) 842-0084. In addition, if the tender offer is commenced, the tender offer statement and the solicitation/recommendation statement (and all other documents filed with the SEC) will be available at no charge on the SEC's website: www.sec.gov, upon filing with the SEC.

LISATA'S STOCKHOLDERS ARE ADVISED TO READ THE SCHEDULE TO AND THE SCHEDULE 14D-9, AS EACH MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, AND ANY OTHER RELEVANT DOCUMENTS FILED WITH THE SEC IF AND WHEN THEY BECOME AVAILABLE BEFORE THEY MAKE ANY DECISION WITH RESPECT TO THE TENDER OFFER, BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED TRANSACTION AND THE PARTIES THERETO.

Cautionary Note Regarding Forward-Looking Statements

This document includes forward-looking statements that are subject to risks, uncertainties, and other factors that could cause actual results to differ materially from those expressed or implied by the forward-looking statements, including, without limitation, statements regarding the proposed acquisition of Lisata by Parent, the expected timetable for commencing or completing the transaction, if at all, and Lisata's future financial or operating performance. These forward-looking statements typically can be identified by words such as "believe," "expect," "estimate," "predict," "target," "potential," "likely," "continue," "will," "ongoing," "could," "should," "intend," "may," "might," "plan," "seek," "anticipate," "project" and similar expressions, as well as variations or negatives of these words. Forward-looking statements include, without limitation, statements regarding the proposed acquisition of Lisata by Parent, similar transactions, prospective performance, future plans, events, expectations, objectives, opportunities, and the outlook for Lisata; the expected timing of the commencement or completion of the transaction, if at all; the ability to complete the transaction considering the various closing conditions; and the accuracy of any assumptions underlying any of the foregoing. Investors are cautioned that any such forward-looking statements are not guarantees of future performance and involve risks and uncertainties; accordingly, investors are cautioned not to place undue reliance on forward-looking statements. Actual results may differ materially due to several factors. Factors that could cause future results to differ materially include: risks associated with the timing of the commencement of the tender, including the risk that Parent may not commence the tender offer promptly or at all; risks associated with the timing of the closing of the proposed transaction, including the risks that a condition to closing would not be satisfied within the expected timeframe or at all, the risk that Parent or Purchaser may not obtain financing for the transaction within the expected timeframe or at all or the risk that the closing of the proposed transaction will not occur; uncertainties as to how many of Lisata's stockholders will tender their shares in the offer; the possibility that competing offers will be made; the occurrence of any event, change, or other circumstance that could give rise to the termination of the Merger Agreement, including circumstances requiring the Parent or the Company to pay a termination fee pursuant to the Merger Agreement and circumstances affecting the ability of such party to make such payment; the outcome of any legal proceedings that may be instituted by or against the parties and others related to the Merger Agreement; unanticipated difficulties or expenditures relating to the proposed transaction; the response of business partners to the announcement of the proposed transaction, and/or potential difficulties in employee retention as a result of the announcement and pendency of the proposed transaction; the possibility that the milestone payments related to the CVR will never be achieved and that no milestone payments may be made; the risk that any stockholder litigation in connection with the proposed transactions may result in significant costs of defense, indemnification and liability; Lisata's ability to successfully demonstrate the efficacy and safety of its product candidates, and the preclinical or clinical results for its product candidates, which may not support further development of such product candidates; comments, feedback and actions of regulatory agencies; Lisata's dependence on the successful clinical development, regulatory approval and commercialization of its product candidates; the inherent uncertainties associated with developing new products or technologies and operating as clinical stage company; the Company's cash sufficiency and runway; and other risks identified in Lisata's SEC filings, including its Annual Report on Form 10-K for the year ended December 31, 2025 and subsequent filings with the SEC. Lisata cautions you not to place undue reliance on any forward-looking statements, which speak only as of the date they are made. The forward-looking statements in this document speak only as of the date of this document. Lisata undertakes no obligation to update any forward-looking statement, whether as a result of new information, future developments, or otherwise, except as may be required by applicable law.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

LISATA THERAPEUTICS, INC.

By: /s/ David J. Mazzo

Name: David J. Mazzo, PhD

Title: President and Chief Executive Officer

Dated: June 9, 2026

AMENDMENT AND WAIVER TO AGREEMENT AND PLAN OF MERGER

This AMENDMENT AND WAIVER TO AGREEMENT AND PLAN OF MERGER (this “**Waiver**”), dated June 8, 2026, is made by and among, Kuva Labs Inc., a Delaware corporation (“**Parent**”), Kuva Acquisition Corp., a Delaware corporation and a wholly owned subsidiary of Parent (“**Purchaser**”), and Lisata Therapeutics, Inc., a Delaware corporation (the “**Company**”), amends and waives certain provisions (as set forth herein) of that certain Agreement and Plan of Merger, dated March 6, 2026 (as the same may be amended, modified or restated in accordance with the terms thereof, the “**Merger Agreement**”), by and among Parent, Purchaser and the Company. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Merger Agreement.

WHEREAS, the Company has agreed to extend the time for the performance of certain of Purchaser and Parent’s obligations under the Merger Agreement as set forth herein; and

WHEREAS, the Company has agreed to extend the time under Section 1.1(a) of the Merger Agreement by which the Offer is to be commenced pursuant to the Merger Agreement as set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. Cooperation. From the date of this Waiver until June 10, 2026 (the “**Waiver Period**”), the Parties shall comply with its obligations under the Merger Agreement and shall not take any action intended to delay or impede commencement of the Offer.
 2. Covenant Not To Sue and Waiver.
 - a. During the Waiver Period, subject to Parent’s and Purchaser’s compliance with this Waiver and the Merger Agreement (other than as amended herein), the Company covenants not to assert or pursue any claim against Parent, Purchaser or their Affiliates arising from or relating to the Merger Agreement or the transactions contemplated thereby.
 - b. Upon the commencement of the Offer and provided that Purchaser consummates the Offer, the Company shall be deemed to have irrevocably waived any claims to the extent arising from or relating to the Purchaser’s failure to commence the Offer within 60 Business Days after the date of the Merger Agreement.
 - c. Upon the commencement of the Offer and provided that the Parent pays to the Company, by wire transfer of immediately available funds to an account designated in writing by the Company, (i) \$150,000 on June 12, 2026 and (ii) \$100,000 on June 26, 2026, the Company shall irrevocably waive any claims related to the extent arising from or relating to the Purchaser’s failure to pay the Interim Operating Payment of \$250,000 on the Interim Operating Payment Due Date of May 26, 2026.
 3. Conditional Extension of Commencement of the Offer under Section 1.1(a) of the Merger Agreement. The parties hereto acknowledge and agree that the reference in the first parenthetical in the first sentence of Section 1.1(a) of the Merger Agreement that the Offer be commenced thereunder within 60 Business Days after the date of the Merger Agreement is hereby extended to 65 Business Days after the date of the Merger Agreement or such other date as may be agreed to between the Company and Parent.
 4. Extension of Outside Date. Section 8.2(b) of the Merger Agreement is hereby amended to replace the words “July 6, 2026” with the words “July 17, 2026”. Clause (iv) of Section 8.2(b) of the Merger Agreement is hereby amended to insert the parenthetical “(other than Section 5.11 or Section 6.15)” immediately after the words “Parent Material Adverse Effect”.
 5. Parent Representation. The following is hereby added to the Merger Agreement as Section 6.17 of the Merger Agreement:
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Section 6.17 Financial Ability.

- (a) Parent and Purchaser shall take, or cause to be taken, all actions and do, or cause to be done, all things necessary or advisable to obtain, no later than the Acceptance Time, sufficient financial resources to consummate the Offer and the Merger (excluding the portion of the merger Consideration that would otherwise be payable in respect of the Rollover Shares), to pay the aggregate Offer Price and Merger Consideration, and to pay all fees, costs, and expenses incurred or required to be paid by Purchaser in connection with the transactions contemplated by this Agreement (the “**Required Amounts**”). Purchaser acknowledges that its obligations under this Agreement are not conditioned on obtaining any financing.
 - (b) Each of Parent and Purchase acknowledges and agree that it is not a condition to the Offer or the Closing that Parent and Purchaser obtain any financing or refinancing for or relating to the Contemplated Transactions.
 - (c) As of the date of this Agreement, each of Parent and Purchaser anticipates funding the Required Amounts from the following sources, each of which Purchaser reasonably believes, based on current information and in good faith, will be available to it in the amounts and at the times required: the sale of up to \$25 million of convertible notes of the Parent pursuant to a non-binding indication of interest with funds managed, advised or sub-advised by JBA Asset Management LLC, cash on hand, and anticipated debt or equity capital raises, revolving credit facilities, or a combination thereof (collectively, the “**Anticipated Funding Sources**”). Parent and Purchaser acknowledge that the Anticipated Funding Sources do not constitute binding commitments and that there can be no assurance that such sources will be available on the terms anticipated or at all.
 - (d) Each of Parent and Purchaser represents that it has a reasonable, good faith belief, based on information currently available to it, that the Anticipated Funding Sources will be sufficient to satisfy the Required Amounts. Such belief is based on Parent’s and Purchaser’s current assessment of: (i) its existing liquidity position and projected cash flows; (ii) the current state of applicable financing markets; (iii) preliminary discussions with one or more potential financing sources, including a non-binding indication of interest with funds managed, advised or sub-advised by JBA Asset Management LLC up to \$25 million; and (iv) such other factors as Parent and Purchaser has determined to be relevant in good faith.
 - (e) In the event that any Anticipated Funding Source becomes unavailable for any reason, Purchaser shall promptly notify the Company and shall use its best efforts to arrange and obtain alternative financing from alternative sources in an amount sufficient to fund the Required Amounts (any such alternative, “**Alternative Financing**”). Any material change to the anticipated sources of funds shall be disclosed to the Company and, to the extent required by applicable Law or rules of the Securities Exchange Commission, disclosed in an amendment to the Schedule TO filed with the Securities Exchange Commission.
 - (f) Parent and Purchaser represents and warrants that, to its knowledge as of the date of this Agreement, there is no fact or circumstance existing that would reasonably be expected to prevent, impede, or materially delay Parent’s or Purchaser’s ability to obtain financing sufficient to fund the Required Amounts by the time required for consummation of the Offer and the Merger.
 - (g) Purchaser acknowledges and agrees that (i) the absence of committed financing as of the date of this Agreement constitutes information that is material to security holders of the Company for purposes of their decision whether to tender their Shares, (ii) Purchaser has disclosed and will continue to disclose this fact in accordance with all applicable requirements of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, including in the Schedule TO and any amendments thereto, and (iii) to the extent that the financing status of the Offer changes in a manner that constitutes a material change under applicable Law, Purchaser shall promptly file an amendment to the Schedule TO disclosing such change and shall ensure that a sufficient offering period remains following such disclosure, in each case as required by applicable SEC rules and guidance.
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6. Extension Fee. If the Acceptance Time has not occurred by July 17, 2026, Parent may elect to pay to the Company at or before one minute after 11:59 p.m. Eastern Time on July 17, 2026, by wire transfer of immediately available funds to an account designated in writing by the Company, \$1,500,000 (the “**Extension Fee**”), which shall be non-refundable, in order to automatically extend the Outside Date under the Merger Agreement to August 17, 2026.
 7. Termination of Waiver. The Company may terminate Sections 2, 3 and 4 of this Waiver only if: (i) Parent fails to make the Interim Operating Payments when due pursuant to Section 2(c) of this Waiver, or (ii) Parent commits a material breach of this Waiver (other than a payment default) that materially adversely affects the transactions contemplated by the Merger Agreement and fails to cure such breach within two (2) Business Days after written notice thereof from the Company. All other obligations under this Waiver shall survive such termination.
 8. Press Release. Promptly following the execution of this Waiver, Parent shall issue a press release in connection with the Waiver, in accordance with Section 6.7 of the Merger Agreement.
 9. Company Disclosure Obligations. To the extent the Company issues a press release in connection with this Waiver, it shall be in accordance with Section 6.7 of the Merger Agreement.
 10. Counterparts; Effectiveness. Except as otherwise expressly provided herein, the terms, provisions and conditions of the Merger Agreement shall remain unchanged and the Merger Agreement shall be construed in a manner consistent with this Waiver. This Waiver may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.
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IN WITNESS WHEREOF, the parties have caused this Waiver to be executed and delivered by their respective duly authorized officers as of the date first written above.

KUVA LABS INC.

By: /s/ Mark Land

Name: Mark Land

Title: Chief Executive Officer

KUVA ACQUISITION CORP.

By: /s/ Mark Land

Name: Mark Land

Title: Chief Executive Officer

LISATA THERAPEUTICS, INC.

By: /s/ David J. Mazzo, Ph.D.

Name: David J. Mazzo, Ph.D.

Title: President and Chief Executive Officer
