

**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): July 3, 2019 (June 28, 2019)

HISTOGENICS CORPORATION

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-36751
(Commission
File Number)

04-3522315
(I.R.S. Employer
Identification Number)

**c/o Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP
One Marina Park Drive, Suite 900
Boston, Massachusetts 02210
(781) 547-7900**

(Addresses, including zip code, and telephone numbers, including area code, of principal executive offices)

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 (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 | Name of each exchange on which registered |
|---------------------------------------|-------------------|--|
| Common Stock, par value \$0.01 | HSGX | The Nasdaq Stock Market LLC (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.**Amendment to Securities Purchase Agreement**

As previously disclosed, on June 13, 2019, Histogenics Corporation (“Histogenics”) and Ocugen, Inc. (“Ocugen”) entered into a securities purchase agreement (the “Securities Purchase Agreement”) with certain institutional investors (the “Investors”) pursuant to which, among other things, Ocugen agreed to issue to the Investors shares of Ocugen common stock immediately prior to the merger (the “Merger”) contemplated by that certain agreement and plan of merger and reorganization dated April 5, 2019, by and among Histogenics, Ocugen and Restore Merger Sub, Inc., a wholly-owned subsidiary of Histogenics, as amended (the “Merger Agreement”), and Histogenics agreed to issue to the Investors warrants to purchase shares of Histogenics common stock on the fifth trading day following the consummation of the Merger in a private placement transaction for an aggregate purchase price of approximately \$25.0 million (subject to the offset amount described below).

Also as previously disclosed, in May 2019, Ocugen entered into a bridge loan with certain of the Investors to advance \$2.1 million of the \$25.0 million aggregate purchase price under the Securities Purchase Agreement (the “Bridge Loan”). On June 28, 2019, Ocugen and the Investors entered into an agreement to amend the Bridge Loan (the “Amended Bridge Loan”) to, among other things, provide for the advancement of up to an additional \$2.5 million. Pursuant to the Amended Bridge Loan, if the proposed Merger is completed, immediately prior to the Effective Time (as defined in the Merger Agreement), Ocugen will offset \$5.29 million due under the Amended Bridge Loan from the remaining amount to be received from the Investors under the Securities Purchase Agreement and the Amended Bridge Loan will be deemed to have been repaid and cancelled. If the proposed Merger is not completed, Ocugen may be required to pay the note holders \$5.29 million.

On June 28, 2019, Histogenics and Ocugen entered into Amendment Agreements (collectively, the “Amendment”) with each Investor pursuant to which the parties agreed to amend the Securities Purchase Agreement to make certain administrative changes related to the Amended Bridge Loan. Histogenics also consented to Ocugen’s entering into the Amended Bridge Loan pursuant to the requirements of the Merger Agreement.

The form of Amendment Agreement is filed as Exhibit 10.1 to this Current Report on Form 8-K. The foregoing summary of the terms of the Amendment is subject to, and qualified in its entirety by, the Amendment, which is incorporated herein by reference.

Item 8.01 Other Events.

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.**(d) Exhibits**

| <u>Exhibit No.</u> | <u>Description</u> |
|--------------------|--|
| 10.1 | <u>Form of Amendment to Securities Purchase Agreement, dated as of June 28, 2019, by and among Histogenics Corporation, Ocugen, Inc. and the investor named therein.</u> |

Additional Information about the Proposed Merger and Where to Find It

In connection with the proposed Merger, Histogenics has filed with the SEC a registration statement on Form S-4 that contains a preliminary proxy statement/prospectus/information statement. The registration statement has not yet become effective. After the registration statement is declared effective, a definitive proxy statement/prospectus/information statement will be mailed to the stockholders of Histogenics and Ocugen. ***Investors and security holders of Histogenics and Ocugen are urged to read the definitive proxy statement/prospectus/information statement and other materials filed or that will be filed with the SEC because they contain or will contain important information about Histogenics, Ocugen and the Merger.*** The proxy statement/prospectus/information statement and other relevant materials (when they become available), and any other documents filed by Histogenics with the SEC, may be obtained free of charge at the SEC website at www.sec.gov. In addition, investors and security holders may obtain free copies of the documents filed with the SEC by Histogenics by directing a written request to: Histogenics Corporation, c/o Gunderson Dettmer, One Marina Park Drive, Suite 900, Boston, MA 02210, Attention: HSGX Secretary. Investors and security holders are urged to read the definitive proxy statement/prospectus/information statement and other relevant materials when they become available before making any voting or investment decision with respect to the Merger.

This communication shall not constitute an offer to sell or the solicitation of an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offering of securities in connection with the proposed Merger shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

Participants in the Solicitation

Histogenics and its directors and executive officers and Ocugen and its directors and executive officers may be deemed to be participants in the solicitation of proxies from the stockholders of Histogenics in connection with the proposed transaction. Information regarding the special interests of these directors and executive officers in the proposed Merger will be included in the definitive proxy statement/prospectus referred to above. Additional information regarding the directors and executive officers of Histogenics is also included in Histogenics' Annual Report on Form 10-K for the year ended December 31, 2018. These documents are available free of charge at the SEC web site (www.sec.gov) and from the Secretary of Histogenics at the address described above.

Forward-Looking Statements

This Current Report on Form 8-K contains forward-looking statements based upon Histogenics' current expectations. Forward-looking statements involve risks and uncertainties, and include, but are not limited to, statements about the structure, timing and completion of the proposed Merger, the financing contemplated to occur prior to the Merger and the sale of certain assets of Histogenics' following the Merger; expectations regarding Nasdaq's delisting and hearing processes, Histogenics' prospects to regain compliance with Nasdaq's continuing listing standards and remain listed on The Nasdaq Capital Market; the combined company's listing on Nasdaq after closing of the proposed Merger; expectations regarding the ownership structure of the combined company, including potential dilution resulting from the financing contemplated to occur prior to the Merger or any future debt or equity financings; the expected executive officers and directors of the combined company; the combined company's expected cash position at the closing of the proposed Merger; the future operations of the combined company; the nature, strategy and focus of the combined company; the development and commercial potential and potential benefits of any product candidates of the combined company; the executive and board structure of the combined company; the location of the combined company's corporate headquarters; anticipated preclinical and clinical drug development activities and related timelines, including the expected timing for data and other clinical and preclinical results; Ocugen having sufficient resources to advance its pipeline; the expected charges and related cash expenditures that Histogenics expects to incur; and other

statements that are not historical fact. Actual results and the timing of events could differ materially from those anticipated in such forward-looking statements as a result of these risks and uncertainties, which include, without limitation: (i) the risk that the conditions to the closing of the proposed Merger are not satisfied, including the failure to timely obtain stockholder approval for the transaction, if at all; (ii) uncertainties as to the timing of the consummation of the proposed Merger and the ability of each of Histogenics and Ocugen to consummate the proposed Merger and the financing contemplated to occur prior to the Merger; (iii) risks related to Histogenics ability to manage its operating expenses and its expenses associated with the proposed Merger pending closing; (iv) risks related to the failure or delay in obtaining required approvals from any governmental or quasi-governmental entity necessary to consummate the proposed Merger; (v) the risk that as a result of the financing contemplated to occur prior to the Merger, Histogenics stockholders and Ocugen stockholders could own less of the combined company than is currently anticipated; (vi) risks related to the market price of Histogenics common stock relative to the exchange ratio; (vii) unexpected costs, charges or expenses resulting from the transaction; (viii) potential adverse reactions or changes to business relationships resulting from the announcement or completion of the proposed Merger or the financing contemplated to occur prior to the Merger; (ix) the uncertainties associated with the clinical development and regulatory approval of Ocugen's product candidates, including potential delays in the commencement, enrollment and completion of clinical trials; (x) risks related to the inability of the combined company to obtain sufficient additional capital to continue to advance these product candidates and its preclinical programs; (xi) uncertainties in obtaining successful clinical results for product candidates and unexpected costs that may result therefrom; (xii) risks related to the failure to realize any value from product candidates and preclinical programs being developed and anticipated to be developed in light of inherent risks and difficulties involved in successfully bringing product candidates to market; (xiii) risks associated with the possible failure to realize certain anticipated benefits of the proposed Merger or the financing contemplated to occur prior to the Merger, including with respect to future financial and operating results; and (xiv) risks related to unanticipated charges not currently contemplated that may occur as a result of Histogenics' prior workforce reductions, including that the workforce reduction charges, costs and expenditures may be greater than currently anticipated. Actual results and the timing of events could differ materially from those anticipated in such forward-looking statements as a result of these risks and uncertainties. These and other risks and uncertainties are more fully described in periodic filings with the SEC, including the factors described in the section entitled "Risk Factors" in Histogenics' Annual Report on Form 10-K for the year ended December 31, 2018 and Quarterly Report on Form 10-Q for the quarter ended March 31, 2019, each as filed with the SEC, and in other filings that Histogenics makes and will make with the SEC in connection with the proposed Merger, including the proxy statement/prospectus/information statement described above under "Additional Information about the Proposed Merger and Where to Find It." You should not place undue reliance on these forward-looking statements, which are made only as of the date hereof or as of the dates indicated in the forward-looking statements. Histogenics expressly disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statements contained herein to reflect any change in its expectations with regard thereto or any change in events, conditions or circumstances on which any such statements are based.

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.

Date: July 3, 2019

HISTOGENICS CORPORATION

By: /s/ Adam Gridley
Adam Gridley
President

**AMENDMENT TO
SECURITIES PURCHASE AGREEMENT**

THIS AMENDMENT TO SECURITIES PURCHASE AGREEMENT (this "Amendment"), is made and entered into as of June 28, 2019, by and among Ocugen, Inc., a Delaware corporation ("Ocugen"), Histogenics Corporation, a Delaware corporation ("Histogenics"), and the investor listed on the signature page attached hereto (the "Investor"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in that certain Securities Purchase Agreement, made and entered into as of June 13, 2019, by and among Ocugen, Histogenics, the Investor and the other investors (together with the Investor, the "Buyers") listed on the Schedule of Buyers attached thereto (the "Agreement").

RECITALS

- A. Section 10(e) of the Agreement provides that the Agreement may not be amended except by an instrument in writing signed by each of Ocugen, Histogenics and the holders of at least a majority of the aggregate amount of Securities issued and issuable thereunder and under the Warrants (the "Required Holders").
- B. In compliance with Section 10(e) of the Agreement, this Amendment shall only be effective and binding on all Buyers upon the execution and delivery of this Amendment and agreements in form and substance identical to this Amendment (other than with respect to the identity of the Investor) entered into by and among Ocugen, Histogenics, and such other Buyer who, collectively with the Investor, represent the Required Holders (such time, the "Effective Time").

AGREEMENT

The parties to this Amendment, intending to be legally bound, hereby agree as follows:

- 1. **Amendment.** The phrase "Securities Purchase Agreement, dated May 21, 2019" in Section 1(e) of the Agreement shall be replaced in its entirety with the phrase "Amended and Restated Securities Purchase Agreement, dated June 28, 2019."
- 2. **Consent.** Pursuant to Section 5(n)(ii) of the Agreement, the Investor hereby consents to Ocugen's issuance of up to \$2,875,000 of senior secured convertible notes to certain investors in accordance with the terms of that certain Amended and Restated Securities Purchase Agreement, dated June 28, 2019.
- 3. **Continuing Effectiveness; Entire Agreement.** Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect in accordance with its terms. This Amendment shall be deemed an amendment to the Agreement and shall become effective as of the Effective Time. Upon the effectiveness of this Amendment, all references in the Agreement to "the Agreement" or "this Agreement," as applicable, shall refer to the Agreement, as modified by this Amendment. This Amendment constitutes the entire agreement between and among the parties hereto with respect to the subject matter hereof, and supersedes in their entirety all prior negotiations and agreements with respect to such subject matter, whether written or oral.

4. **Governing Law.** All questions concerning the construction, validity, enforcement and interpretation of this Amendment shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. If any provision of this Amendment is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed amended to apply to the broadest extent that it would be valid and enforceable.
5. **Headings.** The headings of this Amendment are for convenience of reference and shall not form part of, or affect the interpretation of, this Amendment.
6. **Assignability.** This Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, including any purchasers of the Common Shares or the Warrants.
7. **Counterparts; Exchanges by Facsimile.** This Amendment may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party; provided that a facsimile or .pdf signature shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original, not a facsimile or .pdf signature.
8. **Miscellaneous.** Section 10 of the Agreement is hereby incorporated into this Amendment *mutatis mutandis*.

IN WITNESS WHEREOF, the Investor, Ocugen and Histogenics have caused their respective signature page to this Amendment to the Securities Purchase Agreement to be duly executed as of the date first written above.

HISTOGENICS CORPORATION

By: _____
Name: Adam Gridley
Title: President

[Signature Page to Amendment to Securities Purchase Agreement]

IN WITNESS WHEREOF, the Investor, Ocugen and Histogenics have caused their respective signature page to this Amendment to the Securities Purchase Agreement to be duly executed as of the date first written above.

OCUGEN, INC.

By: _____
Name: Shankar Musunuri
Title: Chief Executive Officer

[Signature Page to Amendment to Securities Purchase Agreement]

IN WITNESS WHEREOF, the Investor, Ocugen and Histogenics have caused their respective signature page to this Amendment to the Securities Purchase Agreement to be duly executed as of the date first written above.

INVESTOR:

[NAME OF INVESTOR]

By: _____
Name:
Title:

[Signature Page to Amendment to Securities Purchase Agreement]