

---

---

**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): **June 29, 2023**

**Mustang Bio, Inc.**

(Exact Name of Registrant as Specified in Charter)

Delaware  
(State or Other Jurisdiction  
of Incorporation)

001-38191  
(Commission File Number)

47-3828760  
(IRS Employer  
Identification No.)

**377 Plantation Street**  
**Worcester, Massachusetts 01605**  
(Address of Principal Executive Offices)

**(781) 652-4500**  
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (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-2b 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 \$0.0001 per share | MBIO              | 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).

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.**

As previously disclosed, on May 18, 2023, Mustang Bio, Inc. (the “Company”) entered into an Asset Purchase Agreement (the “Asset Purchase Agreement”) with uBriGene (Boston) Biosciences, Inc., a Delaware corporation (“uBriGene”), pursuant to which the Company has agreed, subject to the terms and conditions therein, to sell its leasehold interest in its cell processing facility located in Worcester, Massachusetts (the “Facility”) and associated assets relating to the manufacturing and production of cell and gene therapies at the Facility to uBriGene (the “Transaction”). The Company previously reported the terms and conditions of the Asset Purchase Agreement and the Transaction in Item 1.01 of the Company’s Current Report on Form 8-K, filed on May 22, 2023.

The Asset Purchase Agreement provides customary termination rights and indemnification rights to each of the parties, including a termination right if the transaction is not consummated by June 30, 2023 (the “Outside Date”), subject to certain limitations. On June 29, 2023 the Company and uBriGene entered into an amendment to the Asset Purchase Agreement (the “Amendment”), to extend the Outside Date to July 31, 2023.

The foregoing descriptions of the Asset Purchase Agreement and the Amendment do not purport to be complete and are qualified in their entirety by reference to the full text of the agreements, copies of which are attached hereto as Exhibits 2.1 and 2.2, and are incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

The following exhibits are filed as part of this report:

| <b>Exhibit Number</b> | <b>Description</b>   |
|-----------------------|--|
| 2.1                   | <a href="#"><u>Asset Purchase Agreement, dated May 18, 2023, between the Company and uBriGene (Boston) Biosciences, Inc. (incorporated by reference to Exhibit 1.1 of the Registrant’s Current Report on Form 8-K (file No. 001-38191) filed with the SEC on May 22, 2023).</u></a> <sup>2</sup> |
| 2.2                   | <a href="#"><u>First Amendment to Asset Purchase Agreement, dated June 29, 2023, between the Company and uBriGene (Boston) Biosciences, Inc.</u></a>   |
| 104                   | Cover Page Interactive Data File (formatted in Inline XBRL and contained in Exhibit 101)   |

\* Portions of this Exhibit have been omitted pursuant to Item 601(b)(1)(iv) of Regulation S-K.

---

**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: June 30, 2023

**Mustang Bio, Inc.**  
(Registrant)

By: /s/ Manuel Litchman, M.D.  
Manuel Litchman, M.D.  
President and Chief Executive Officer

---

**FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT**

This FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT (this “Agreement”) is dated as of June 29, 2023 (the “Effective Date”), and entered into by and among uBriGene (Boston) Biosciences, Inc., a Delaware corporation (“Buyer”) and Mustang Bio, Inc., a Delaware corporation (the “Seller” and, together with the Buyer, each, a “Party” and, collectively, the “Parties”).

Statement of Purpose

WHEREAS, the Buyer the Seller are party to that certain Asset Purchase Agreement dated as of May 18, 2023 (the “Existing Purchase Agreement” and as amended hereby the “Purchase Agreement”);

WHEREAS, pursuant to Section 9.02 of the Existing Purchase Agreement provides that the Parties may amend the Existing Purchase Agreement in a writing executed by the Parties;

WHEREAS, the Parties desire to amend the Existing Purchase Agreement to reflect certain understandings and agreements between the Parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree that the Existing Purchase Agreement shall be, and it hereby is, amended as follows:

1. Amendments to the Existing Purchase Agreement. Subject to and in accordance with the terms and conditions set forth herein, the Purchase Agreement is amended as follows:
    - (a) Amendment to Section 1.01. The definition of “Outside Date” is hereby amended and replaced in its entirety as follows:

“Outside Date” shall mean July 31, 2023, provided that, in the event the only condition to the obligations of each party under this agreement that remains unsatisfied as of the Outside Date (other than conditions which, by their nature, are to be satisfied on the Closing Date) is the receipt of Landlord’s approval and consent to the Site Lease Transition pursuant to Section 6.01(a), the Outside Date may be mutually extended by the parties in thirty (30) day increments.
  2. Miscellaneous.
    - (a) Capitalized Terms. All capitalized undefined terms used in this Agreement (including, without limitation, in the introductory paragraph and the Statement of Purpose hereto) shall have the meanings assigned thereto in the Purchase Agreement.
    - (b) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Facsimile and .pdf signatures to this Agreement shall be acceptable and binding.
    - (c) Governing Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the Laws of the State of Delaware, without regard to conflicts of law principles.
    - (d) Entire Agreement. The terms of this Agreement and other documents and instruments referenced herein are intended by the Parties as a final expression of their agreement
-

with respect to the subject matter hereof and thereof and may not be contradicted by evidence of any prior or contemporaneous agreement. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial proceeding, if any, involving this Agreement.

(e) Titles and Headings. Titles and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

(f) Successors and Assigns. This Agreement and the provisions hereof shall be binding upon each of the Parties and their permitted successors and assigns.

(g) Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable Law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

(h) Jurisdiction; Waiver of Jury Trial. Sections 9.09 and 9.11 of the Purchase Agreement are hereby incorporated by this reference as if fully stated herein *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the date first set forth above.

BUYER:

UBRIGENE (BOSTON) BIOSCIENCES

By: /s/ Jian Chen

Name: Jian Chen

Title: Director

---

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the date first set forth above.

SELLER:

MUSTANG BIO, INC.

By: /s/ Manuel Litchman, M.D.

Name: Manuel Litchman, M.D.

Title: President and Chief Executive Officer

---