

**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): February 6, 2024

LINEAGE CELL THERAPEUTICS, INC.
(Exact name of registrant as specified in its charter)

California
(State or other jurisdiction
of incorporation)

001-12830
(Commission
File Number)

94-3127919
(I.R.S. Employer
Identification No.)

2173 Salk Avenue, Suite 200
Carlsbad, California 92008
(Address of Principal Executive Offices and Zip Code)

Registrant's telephone number, including area code: **(442) 287-8990**

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 shares	LCTX	NYSE American

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 February 6, 2024, Lineage Cell Therapeutics, Inc. (the “Company” or “Lineage”) entered into a stock purchase agreement (the “purchase agreement”) with certain investors relating to the purchase and sale in a registered direct offering of an aggregate of 13,461,540 common shares of the Company. The offering price was \$1.04 per common share. The aggregate gross proceeds to Lineage from the offering are expected to be \$14.0 million before deducting estimated offering expenses payable by Lineage. Broadwood Partners, L.P., which is affiliated with Neal Bradsher, a member of the Company’s board of directors, agreed to purchase 6,730,770 common shares in the offering, and Don M. Bailey, a member of the Company’s board of directors, agreed to purchase approximately 100,000 common shares in the offering.

The closing of the offering is expected to occur on or about February 8, 2024, subject to customary closing conditions. Lineage intends to use the proceeds from the offering for general corporate purposes, which may include clinical trials, research and development activities, general and administrative costs, and to meet working capital needs.

The purchase agreement contains customary representations, warranties and agreements by Lineage, and customary conditions to closing. The representations and warranties in the purchase agreement were made only for purposes of the purchase agreement and as of a specific date, were solely for the benefit of the parties to the purchase agreement, and may be subject to limitations agreed upon by such parties.

The offering is being made pursuant to Lineage’s registration statement on Form S-3 (File No. 333-254167), filed with the U.S. Securities and Exchange Commission on March 11, 2021, and declared effective by the SEC on March 19, 2021, and a prospectus supplement thereunder.

A copy of the purchase agreement is filed as 10.1. The foregoing description of the terms of the purchase agreement is qualified in its entirety by reference to such exhibit. A copy of the opinion of Sheppard Mullin Richter & Hampton LLP relating to the legality of the issuance and the sale of the common shares of Lineage is filed as Exhibit 5.1.

This report shall not constitute an offer to sell or the solicitation of an offer to buy any securities of the Company, nor shall there be any offer, solicitation, or sale of the Company’s securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

Item 8.01 Other Events.

On February 6, 2024, Lineage issued a press release announcing the offering, a copy of which is attached as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
5.1	Opinion of Sheppard Mullin Richter & Hampton LLP
10.1	Form of Stock Purchase Agreement
23.1	Consent of Sheppard Mullin Richter & Hampton LLP (incorporated into Exhibit 5.1)
99.1	Press release issued on February 6, 2024
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

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.

LINEAGE CELL THERAPEUTICS, INC.

Dated: February 6, 2024

By: /s/ George A. Samuel III
Name: George A. Samuel III
Title: General Counsel and Corporate Secretary



Sheppard, Mullin, Richter & Hampton LLP
12275 El Camino Real, Suite 100
San Diego, CA 92130
www.sheppardmullin.com

February 6, 2024

VIA E-MAIL

Lineage Cell Therapeutics, Inc.
Attn: Board of Directors
2173 Salk Avenue, Suite 200
Carlsbad, CA 92008

Ladies and Gentlemen:

We have acted as counsel to Lineage Cell Therapeutics, Inc., a California corporation (the “**Company**”), in connection with the issuance and sale of up to 13,461,540 common shares (the “**Shares**”) of the Company, no par value. The Shares are to be sold by the Company pursuant to a Registration Statement on Form S-3 (File No. 333-254167) (the “**Registration Statement**”), filed with the U.S. Securities and Exchange Commission (the “**Commission**”) under the Securities Act of 1933, as amended (the “**Act**”), the prospectus included in the Registration Statement (the “**Base Prospectus**”), and the prospectus supplement to be filed with the Commission pursuant to Rule 424(b) of the rules and regulations of the Act (the “**Prospectus Supplement**” and together with the Base Prospectus, the “**Prospectus**”).

In connection with this opinion, we have examined and relied upon the Registration Statement, the Prospectus, the Company’s restated articles of incorporation and amended and restated bylaws, each as currently in effect, and originals or copies certified to our satisfaction of such records, documents, certificates, memoranda and other instruments as in our judgment are necessary or appropriate to enable us to render the opinion expressed below. We have assumed the genuineness and authenticity of all documents submitted to us as originals, and the conformity to originals of all documents submitted to us as copies; the accuracy, completeness and authenticity of certificates of public officials; and the due execution and delivery of all documents by all persons other than the Company where due execution and delivery are a prerequisite to the effectiveness thereof. As to certain factual matters, we have relied upon a certificate of an officer of the Company and have not independently verified such matters.

Our opinion is expressed only with respect to the California Corporations Code. We express no opinion to the extent that any other laws are applicable to the subject matter hereof and express no opinion and provide no assurance as to compliance with any federal or state securities law, rule or regulation.

On the basis of the foregoing, and in reliance thereon, we are of the opinion that the Shares, when sold and issued in accordance with the Registration Statement and the Prospectus, will be validly issued, fully paid and nonassessable.

We hereby consent to the filing of this opinion as an exhibit to a Current Report on Form 8-K, for incorporation by reference into the Registration Statement. We also hereby consent to the reference to our firm under the heading “Legal Matters” in the Prospectus. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Act or the rules and regulations under the Act.

This opinion letter is rendered as of the date first written above and we disclaim any obligation to advise you of facts, circumstances, events or developments which hereafter may be brought to our attention and which may alter, affect or modify the opinion expressed herein. Our opinion is expressly limited to the matters set forth above and we render no opinion, whether by implication or otherwise, as to any other matters relating to the Company, the Shares or any other agreements or transactions that may be related thereto or contemplated thereby. We are expressing no opinion as to any obligations that parties other than the Company may have under or in respect of the Shares or as to the effect that their performance of such obligations may have upon any of the matters referred to above. No opinion may be implied or inferred beyond the opinion expressly stated above.

Regards,

/s/ Sheppard, Mullin, Richter & Hampton LLP
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this “Agreement”) is entered into as of February 6, 2024 (the “Effective Date”), between Lineage Cell Therapeutics, Inc., a California corporation (the “Company”), and each purchaser identified on the signature pages hereto (each, including its successors and assigns, a “Purchaser” and collectively the “Purchasers”).

**Article 1
PURCHASE AND SALE OF SHARES**

1.1 Sale of Shares. Each Purchaser hereby irrevocably agrees to purchase from the Company, and the Company agrees to sell to each Purchaser pursuant to the Registration Statement (as defined below), the number of common shares, no par value (“Shares”), shown beneath such Purchaser’s signature on the signature page of this Agreement, at the price of \$1.04 per Share (the “Purchase Price”).

**Article 2
REPRESENTATIONS AND WARRANTIES OF THE COMPANY**

Except as set forth in the most current prospectus (the “Prospectus”) included in Registration Statement on Form S-3 (File No. 333- 254167) (the “Registration Statement”) under the Securities Act of 1933, as amended (the “Securities Act”) registering the offer and sale of the Shares, and in a prospectus supplement filed in accordance with Rule 424(b) under the Securities Act describing the offer of the Shares pursuant to this Agreement (the “Prospectus Supplement”), including all documents and information incorporated by reference therein, the Company represents and warrants to each Purchaser that:

2.1 Organization. The Company is a corporation duly organized, validly existing and in good standing under the laws of the state of California. The Company is duly qualified to do business in the state of California and in each other state in which it is doing business and where the failure to so qualify could have a material adverse effect on its business, operations, or properties, or could subject the Company to fines or penalties that are material to the Company’s financial condition.

2.2 Authority; Enforceability. The Company has the power and authority to execute and deliver this Agreement and to perform all of its obligations hereunder. This Agreement has been duly authorized, executed and delivered by the Company and is the valid and binding agreement of the Company, enforceable in accordance with its terms subject to: (i) laws of general application relating to bankruptcy, insolvency and the relief of debtors; and (ii) general principles of equity.

2.3 Valid Issuance of Shares. The Shares that are being purchased by such Purchaser hereunder, when issued, sold and delivered in accordance with the terms of this Agreement, including payment of the Purchase Price, will be duly and validly issued, fully paid, and nonassessable.

2.4 Capitalization. The Company is authorized to issue the following shares of capital stock: 450,000,000 common shares, no par value, and 2,000,000 preferred shares, no par value. As of December 31, 2023, there were: no preferred shares issued; 174,986,671 common shares issued and outstanding; 22,331,332 common shares issuable upon exercise of outstanding equity awards granted under the Company’s equity incentive plans (collectively, the “Equity Incentive Plans”) or granted outside the Equity Incentive Plans pursuant to approval by the independent members of the Company’s board of directors in reliance upon the exception for inducement grants to new employees under the NYSE American Company Guide; 0 common shares of issuable upon exercise of outstanding warrants; and 27,078,144 common shares reserved for issuance under Equity Incentive Plans. Except for equity awards granted under the Equity Incentive Plans, since December 31, 2023, the Company has not entered into any commitment, arrangement, or agreement obligating the Company to issue, sell, purchase, redeem, acquire any preferred shares or common shares or other equity securities of the Company.

2.5 Disclosure Documents; Financial Statements. The Company has filed all reports required to be filed by it under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), including pursuant to Section 13(a) or 15(d) thereof (the foregoing materials being collectively referred to herein as the “SEC Reports”), during the twelve (12) months prior to the date hereof. None of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The financial statements of the Company included in the SEC Reports (i) have been prepared in accordance with United States generally accepted accounting principles (“GAAP”) applied on a consistent basis during the periods involved, except as may be otherwise specified in such financial statements or the notes thereto, or, in the case of unaudited statements, as permitted by Form 10-Q, and except that the unaudited financial statements may not contain footnotes and are subject to normal and recurring year-end adjustments that will not, individually or in the aggregate, be material in amount; and (ii) fairly present in all material respects the consolidated financial position of the Company and its subsidiaries on a consolidated basis as of the respective dates thereof and the consolidated results of operations and cash flows of the Company and its subsidiaries for the periods covered thereby, subject, in the case of unaudited financial statements, to normal year-end audit adjustments that will not, individually or in the aggregate, be material in amount.

2.6 Absence of Certain Changes. Since September 30, 2023, except as specifically disclosed in SEC Reports, (i) there has not been any material adverse change in the financial condition, assets, liabilities, revenues, or business of the Company and its subsidiaries, taken as a whole, (ii) the Company has not incurred any liabilities (contingent or otherwise) other than (A) trade payables, accrued expenses, licensing fees and similar expenses, and other liabilities incurred in the ordinary course of business consistent with past practice, (B) liabilities not required to be reflected in the Company’s financial statements pursuant to GAAP or not required to be disclosed in filings made with the Securities and Exchange Commission (“SEC”), and (C) liabilities arising under this Agreement, and (iii) the Company has not declared or made any dividend or distribution of cash or other property to its shareholders or purchased, redeemed, or made any agreements to purchase or redeem any shares of its capital stock.

2.7 Internal Controls. The Company maintains a process of “internal control over financial reporting” (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that is designed to provide reasonable assurances: (i) that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP; (ii) that receipts and expenditures are being made only in accordance with the authorizations of management and directors of the Company; and (iii) regarding prevention or timely detection of the unauthorized acquisition, use or disposition of the assets of the Company and its subsidiaries that could have a material effect on the financial statements. The Company maintains a system of “disclosure controls and procedures” (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) that is designed to provide reasonable assurances that all material information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the Company’s management, as appropriate, to allow timely decisions regarding required disclosure, and otherwise to ensure that information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and regulations of the SEC.

2.8 Registration Statement.

(a) The Company has prepared and filed the Registration Statement in conformity with the requirements of the Securities Act. The Registration Statement is effective under the Securities Act and no stop order preventing or suspending the effectiveness of the Registration Statement or suspending or preventing the use of the Prospectus has been issued by the SEC and no proceedings for that purpose have been instituted or, to the knowledge of the Company, are threatened by the SEC. The Company shall file a final Prospectus Supplement with the SEC pursuant to Rule 424(b) no later than two (2) business days after the Effective Date. The Registration Statement, and the Prospectus together with the Prospectus Supplement, do not, and will not, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

(b) When issued pursuant to this Agreement and the Registration Statement, the Shares will be free of restrictions on transfer under the Securities Act, other than such restrictions as may be applicable under Rule 144 under the Securities Act with respect to sales or transfers of securities by an affiliate (as defined in Rule 144) of the Company should such Purchaser be or become an affiliate of the Company.

2.9 Listing and Maintenance Requirements. The Company has not, in the 12 months preceding the date hereof, received notice from the NYSE American to the effect that the Company is not in compliance with the listing or maintenance requirements of the NYSE American.

2.10 Taxes. Since January 1, 2021, the Company has filed when due all federal, state, and local income tax returns, and all other returns with respect to taxes which are required to be filed with the appropriate authorities of the jurisdictions where business is transacted by the Company, or where the Company owns any property, and any taxes due, as reflected on such tax returns, have been paid.

2.11 Subsidiaries. The Company's subsidiaries are shown in its Quarterly Report on Form 10-Q for the three and nine months ended September 30, 2023.

2.12 No Conflict. The Company is not in violation or default of any provision of its Restated Articles of Incorporation or bylaws, in each case as amended (together, the "Governing Documents"), and is not in violation or default in any material respect of any instrument, judgment, order, writ, decree or contract to which it is a party or by which it is bound, or, to its knowledge, of any provision of any federal or state statute, rule or regulation applicable to it. The execution and delivery of this Agreement and consummation of the sale of the Shares contemplated by this Agreement (a) do not and will not violate any provisions of (i) any rule, regulation, statute, or law, (ii) the terms of any order, writ or decree of any court or judicial or regulatory authority or body, (iii) the Governing Documents, or (iv) the rules and regulations of the NYSE American applicable to the listing of the Company's common shares, (b) will not conflict with or result in a breach of any condition or provision or constitute a default under or pursuant to the terms of any Material Contract (as defined below), and (c) will not result in the creation or imposition of any lien, charge or encumbrance upon any of the Shares or upon any of the assets or properties of the Company. The term "Material Contract" means any contract, agreement, license, lease, deed of trust, mortgage, lien, debenture, promissory note, or instrument to which the Company is a party (i) the termination of or default under which could have a material adverse effect on the business, financial condition, assets or prospects of the Company, or (ii) that constitutes a lien or security interest on any real or personal property of the Company the loss of which through a foreclosure sale would have a material adverse effect on the business, financial condition, assets or prospects of the Company.

2.13 Litigation. Other than as disclosed in the SEC Reports, there is no lawsuit, arbitration proceeding, or administrative action or proceeding pending or, to the Company's knowledge, threatened against the Company which (a) questions the validity of this Agreement or any action taken or to be taken by the Company in connection with this Agreement or the issue and sale of the Shares hereunder, (b) alleges any infringement of any trademark, service mark, or patent by the Company, or (c) if adversely decided would have a material adverse effect upon the business, financial condition, assets or prospects of the Company.

2.14 Patents and Trademarks. The Company is the sole and exclusive owner of or has a valid license to use all patents, trademarks, service marks, trade names, copyrights, trade secrets, information, proprietary rights and processes presently used by the Company in its business as now conducted, without any conflict with or, to the Company's knowledge, infringement of the rights of others, except as disclosed in the SEC Reports. The Company has not received any communications alleging that it has violated or, by conducting its business as presently conducted, violates any of the patents, trademarks, service marks, trade names, copyrights or trade secrets or other proprietary rights of any other person or entity.

2.15 Title to Property. The Company has good and marketable title to its property and assets free and clear of all mortgages, liens, loans and encumbrances. Title to all of the personal and real property used by the Company is held in the name of the Company or a subsidiary or is licensed or leased from a third party. With respect to the property leased or licensed from a third party, the Company is in compliance with such leases and licenses in all material respects and, to Company's knowledge, the Company holds a valid leasehold or license. All facilities, machinery, equipment, fixtures, vehicles and other properties owned, leased or used by the Company are in good operating condition and repair (subject to ordinary wear and tear) and are reasonably fit and usable for the purposes for which they are being used.

2.16 Regulatory Permits. The Company possesses all certificates, authorizations and permits issued by the appropriate federal, state, local or foreign regulatory authorities necessary to conduct its businesses as described in the SEC Reports ("Permits"), except where the failure to possess such Permits would not result in a material adverse effect upon the business, financial condition, assets or prospects of the Company, and the Company has not received any notice of proceedings relating to the revocation or modification of any Permit, the revocation or proposed modification of which would result in a material adverse effect upon the business, financial condition, assets or prospects of the Company.

2.17 Employee Benefit Plans. Other than the Equity Incentive Plans and similar equity incentive plans previously maintained by the Company and/or maintained or previously maintained by Company subsidiaries, the Company does not have and has never maintained or sponsored any Employee Benefit Plan as defined in the Employee Retirement Income Security Act of 1974, as amended.

2.18 Labor Agreements and Actions; Employee Compensation. The Company is not bound by or subject to (and none of its assets or properties is bound by or subject to) any written or oral contract, commitment or arrangement with any labor union, and no labor union has requested or, to the Company's knowledge, has sought to represent any of the employees, representatives or agents of the Company. There is no strike or other labor dispute involving the Company pending, nor to the Company's knowledge, threatened, that could have a material adverse effect on the assets, properties, financial condition, operating results or business of the Company, nor is the Company aware of any labor organization activity involving its employees. The Company is not aware that any officer or key employee, or that any group of key employees, intends to terminate their employment the Company, nor does the Company have a present intention to terminate the employment of any of the foregoing. The employment of each officer and employee of the Company is terminable at the will of the Company. To its knowledge, the Company has complied in all material respects with all applicable state and federal equal employment opportunity and other laws related to employment.

Article 3
REPRESENTATIONS AND WARRANTIES OF PURCHASERS

Each Purchaser, severally and not jointly and severally, hereby represents and warrants with respect to only itself to the Company the following:

3.1 Organization. Such Purchaser, if not a natural person, is a corporation, limited liability company, partnership, trust or other entity duly organized, validly existing and in good standing under the laws of the state or other jurisdiction in which it is incorporated or otherwise organized.

3.2 Authority; Enforceability. Such Purchaser has the power and authority to execute and deliver this Agreement and to perform all of its obligations under this Agreement. This Agreement has been duly authorized and executed by such Purchaser and is the valid and binding agreement of such Purchaser enforceable in accordance with its terms, except (i) to the extent limited by any bankruptcy, insolvency, or similar law affecting the rights of creditors generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

3.3 No Conflict. The execution and delivery of this Agreement, and consummation of the transactions contemplated hereunder, including the purchase of the Shares, by such Purchaser do not and will not violate any provisions of (i) any rule, regulation, statute, or law applicable to such Purchaser or (ii) the terms of any order, writ, or decree of any court or judicial or regulatory authority or body by which such Purchaser is bound, or (iii) the articles of incorporation, bylaws, or similar charter or governing documents of such Purchaser.

3.4 Understandings or Arrangements. Such Purchaser is acquiring the Shares as principal for its own account and has no direct or indirect arrangement or understandings with any other persons to distribute or regarding the distribution of such Shares (this representation and warranty not limiting such Purchaser's right to sell the Shares in compliance with applicable federal and state securities laws). Such Purchaser is acquiring the Shares hereunder in the ordinary course of its business.

3.5 Access to Information. Such Purchaser acknowledges that it has had the opportunity to review this Agreement and the SEC Reports and has been afforded, (i) the opportunity to ask such questions as it has deemed necessary of, and to receive answers from, representatives of the Company concerning the terms and conditions of the offering of the Shares and the merits and risks of investing in the Shares; (ii) access to information about the Company and its financial condition, results of operations, business, properties, management and prospects sufficient to enable it to evaluate its investment; and (iii) the opportunity to obtain such additional information that the Company possesses or can acquire without unreasonable effort or expense that is necessary to make an informed investment decision with respect to the investment in the Shares.

3.6 Certain Transactions and Confidentiality. Other than consummating the transactions contemplated hereunder, such Purchaser has not, nor has any person acting on behalf of or pursuant to any understanding with such Purchaser, directly or indirectly executed any purchases or sales, including short sales, of the securities of the Company during the period commencing as of the time that such Purchaser first received a term sheet (written or oral) from the Company or any other person representing the Company setting forth the material pricing terms of the transactions contemplated hereunder and ending immediately prior to the execution hereof. Notwithstanding the foregoing, in the case of a Purchaser that is a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of such Purchaser's assets and the portfolio managers have no direct knowledge of the investment decisions made by the portfolio managers managing other portions of such Purchaser's assets, the representation set forth above shall only apply with respect to the portion of assets managed by the portfolio manager that made the investment decision to purchase the Shares covered by this Agreement. Other than to other parties to this Agreement or to such Purchaser's representatives, including, without limitation, its officers, directors, partners, legal and other advisors, employees, agents and affiliates, such Purchaser has maintained the confidentiality of all disclosures made to it in connection with this transaction (including the existence and terms of this transaction).

3.7 Place of Business or Residence. Such Purchaser principal place of business or residence is as set forth on the signature page of this Agreement.

Article 4 CLOSING

4.1 Time and Place of Closing. The consummation of the purchase and sale of the Shares (the “Closing”) shall take place on the second Trading Day after the execution and delivery of this Agreement by Purchasers and the Company or on such other date as the Purchasers and the Company may agree (such date, the “Closing Date”). On the Closing Date, each Purchaser shall pay in full the Purchase Price for the Shares purchased by wire transfer of the Purchase Price for the Shares being purchased by such Purchaser, in immediately available funds, to an account designated by the Company. The Purchase Price shall be paid in United States Dollars. On the Closing Date, the Company shall issue to each Purchaser the Shares purchased, against payment of the Purchase Price. The Closing shall take place remotely by electronic transfer of the documents required to be delivered at or before the Closing. A “Trading Day” means a day on which the NYSE American is open for trading.

4.2 Documents to be Delivered By the Company. The Company shall deliver the following documents to each Purchaser at the Closing:

(a) *Prospectus.* A copy of the Prospectus and Prospectus Supplement, each of which may be delivered in accordance with Rule 172 under the Securities Act;

(b) *Shares.* A copy of the irrevocable instructions to the transfer agent of the Company’s common shares instructing such transfer agent to deliver the Shares purchased by such Purchaser, registered in the name of such Purchaser, on an expedited basis via The Depository Trust Company Deposit or Withdrawal at Custodian system (“DWAC”).

4.3 Conditions of the Company’s Obligation to Close. The obligation of the Company to sell the Shares to each Purchaser on the Closing Date is conditioned upon the following:

(a) *Payment and Delivery.* The Company’s receipt of the Purchase Price for the Shares being sold to such Purchaser;

(b) *Representations and Warranties.* The representations and warranties made by such Purchaser in Article 3 of this Agreement shall be true and correct in all material respects when made and on the Closing Date; provided, that any representation and warranty that is itself qualified by a materiality standard shall be true and correct in all respects; and

(c) *Performance of Covenants.* Such Purchaser shall have fully performed all covenants and agreements required to be performed by such Purchaser on or before the Closing Date.

4.4 Conditions of Each Purchaser's Obligation to Close. The obligation of each Purchaser to purchase the Shares from the Company on any Closing Date is conditioned upon the following:

(a) *Delivery.* Such Purchaser's receipt of the items required to be delivered by the Company under Section 4.2.

(b) *Representations and Warranties.* The representations and warranties made by the Company in Article 2 of this Agreement shall be true and correct in all material respects when made and on the Closing Date, unless made as of a specific date in which case they shall be accurate as of such date, and such Purchaser shall have received from the Company a certificate, dated as of the Closing Date, to such effect signed by the Chief Executive Officer of the Company; provided, that any representation and warranty that is itself qualified by a materiality standard shall be true and correct in all respects.

(c) *Performance.* The Company shall have performed and complied with all agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by it on or before the Closing Date.

(d) *Bankruptcy; Insolvency.* The Company shall not be subject to (i) any order for relief, or subject to any pending proceeding for reorganization or liquidation, under the United States Bankruptcy Code, as amended, or under any other law pertaining to insolvency of the Company or creditor's rights generally, (ii) any appointment of a receiver for the Company or any of its assets, or (iii) any plan or action of dissolution or liquidation of the Company or its business.

(e) *No Material Adverse Event.* No material adverse event shall have occurred since the date hereof.

(f) *Listing.* The common shares of the Company shall be designated for quotation or listed on the NYSE American, and the NYSE American shall not have suspended the listing or trading of the Company's common shares, nor shall suspension by the SEC or the NYSE American have been threatened, as of the Closing Date, either (A) in writing by the SEC or the NYSE American, or (B) by falling below the minimum listing maintenance requirements of the NYSE American.

Article 5 ADDITIONAL COVENANTS

5.1 Further Assurances. Each party will execute, acknowledge, and deliver such additional certificates and documents and will take such additional actions as the other party may reasonably request on or after a Closing Date to effect, complete or perfect the issue and sale of the Shares to the Purchasers.

5.2 Purchasers' Market Activity. Each Purchaser agrees that such Purchaser shall not, prior to the public announcement by the Company that it has entered into this Agreement, engage in any stabilization activity in connection with the Company's common shares, or otherwise bid for or engage in any purchase or sale, including any short sale (as defined in SEC Rule SHO) of the Company's common shares, directly or through or in arrangement with and any entity in control of, controlled by, or under common control with such Purchaser. Each Purchaser covenants and agrees that until such time as the transactions contemplated by this Agreement are publicly disclosed by the Company, such Purchaser will maintain the confidentiality of the existence and terms of this Agreement.

5.3 Public Disclosure by the Company. On or after the first Trading Day following the execution of this Agreement, the Company shall issue a press release and file a Current Report on Form 8-K describing the terms of the transactions contemplated by this Agreement, in the form required by the Exchange Act.

5.4 Publicity. No Purchaser shall issue any press release or make any similar public statement or communication disclosing the terms of this Agreement or the transactions hereunder without the prior written consent of the Company, provided that the Company's consent shall not unreasonably be withheld or delayed if such disclosure is required by law and such Purchaser shall have provided the Company with a copy of the proposed press release or other public statement or communication a reasonable time prior to the public release or dissemination thereof.

Article 6 MISCELLANEOUS

6.1 Governing Law. This Agreement shall be construed and governed in all respects by the internal laws of the State of California without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the parties. All disputes and controversies arising out of or in connection with this Agreement shall be resolved non-exclusively by the state and federal courts located in the State of New York and the State of California, and each party agrees to submit to the jurisdiction of said courts.

6.2 Successors and Assigns. The parties may not assign their rights or obligations under this Agreement, directly or by operation of law, without the consent of the other party. The provisions of this Agreement shall inure to the benefit of, and be binding upon, the respective successors, assigns, heirs, executors and administrators of each Purchaser and the Company.

6.3 Entire Agreement; Amendment. This Agreement constitutes the full and entire understanding and agreement among the parties with regard to the subject matter of this Agreement. This Agreement and any term of this Agreement may be amended, waived, discharged or terminated only by a written instrument signed by the parties.

6.4 Notices, etc. All notices and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed given (a) three days after being deposited in the United States mail, certified postage prepaid, return receipt requested, or (b) when delivered by hand, by messenger or next Business Day air freight service, or (c) if sent by email, on the date sent, if sent at or prior to 5:30 p.m. (New York City time) on a Business Day, or on the next Business Day, if sent on a day that is not a Business Day or later than 5:30 p.m. (New York City time) on a Business Day, in any case addressed as follows:

To any Purchaser:	At the address or email address of such Purchaser shown on the signature page of this Agreement
To the Company:	Lineage Cell Therapeutics, Inc. 2173 Salk Avenue, Suite 200 Carlsbad, CA 92008 Attention: Chief Executive Officer Email: bculley@lineagecell.com

Any party may change its address for the purpose of this Agreement by giving notice to each other party in accordance with this Section. For purposes of this Agreement, a "Business Day" shall be any day on which the banks in New York are not required or permitted to close.

6.5 Expenses. Each Purchaser and the Company shall bear their own expenses, including fees and expenses of their own advisers, counsel, accountants and other experts, if any, and all other expenses incurred by the party incident to the negotiation, preparation, execution, delivery and performance of this Agreement. The Company shall pay all stamp taxes and other taxes and duties levied in connection with the delivery of the Shares to each Purchaser.

6.6 Brokers. No Purchaser shall have any liability to any broker, finder, investment banker, or other advisor retained or engaged by the Company or any subsidiary of the Company in connection with the transactions contemplated by this Agreement.

6.7 Titles and Subtitles. The titles or headings of the Articles and Sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

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

6.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. This Agreement may be executed with electronic signatures (e.g., DocuSign) or with signatures transmitted by email delivery of a pdf format data file, and no party shall deny the validity of a signature or this Agreement signed and so transmitted on the basis that a signed document is not an original.

6.10 Termination. This Agreement may be terminated by any Purchaser with respect to itself, by written notice to the Company, or by the Company with respect to all Purchasers, by written notice to all Purchasers, in either case if the Closing has not been consummated on or before the fifth Business Day after the Effective Date other than due to a breach of this Agreement or any covenant or agreement hereunder by the party seeking to so terminate this Agreement. Termination of this Agreement will not affect the right of any party not in breach of its covenants and agreements under this Agreement to sue for any breach of this Agreement by the other party.

[Signature pages follow.]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first above written.

LINEAGE CELL THERAPEUTICS, INC.

By _____
Name: Brian M. Culley
Title: Chief Executive Officer

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOR PURCHASERS FOLLOWS]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first above written.

Name of Purchaser: _____
Signature of Authorized Signatory of Purchaser: _____
Name of Authorized Signatory: _____
Title of Authorized Signatory: _____
Email Address of Purchaser: _____
Address of Purchaser's Principal Place of Business or Residence: _____

Address for Notice to Purchaser (if different from address of principal place
of business or residence): _____

Aggregate Purchase Price: \$ _____
Number of Shares: _____
EIN Number: _____

[SIGNATURE PAGES CONTINUE]



LINEAGE CELL THERAPEUTICS ANNOUNCES \$14.0 MILLION REGISTERED DIRECT OFFERING

CARLSBAD, CA – February 6, 2024 - Lineage Cell Therapeutics, Inc. (NYSE American and TASE: LCTX), a clinical-stage biotechnology company developing allogeneic cell therapies for unmet medical needs, today announced that it entered into a definitive agreement with certain investors for the purchase and sale of 13,461,540 of the company’s common shares in a registered direct offering at an offering price of \$1.04 per common share. The price per share was the closing price of the company’s common shares on NYSE American on February 5, 2024. The parties entered into the definitive agreement before markets opened on February 6, 2024. The closing of the offering is expected to occur on or about February 8, 2024, subject to the satisfaction of customary closing conditions. Broadwood Partners, L.P., which is affiliated with Neal Bradsher, a member of the Company’s board of directors, agreed to purchase 6,730,770 common shares in the offering, and Don M. Bailey, a member of the Company’s board of directors, agreed to purchase approximately 100,000 common shares in the offering.

The aggregate gross proceeds to Lineage from the offering at the closing are expected to be \$14.0 million before deducting estimated offering expenses payable by Lineage. Lineage intends to use the proceeds from the offering for general corporate purposes, which may include clinical trials, research and development activities, general and administrative costs, and to meet working capital needs.

The securities described above are being offered and sold by Lineage pursuant to a “shelf” registration statement on Form S-3 (File No. 333-254167), including a base prospectus, previously filed with the Securities and Exchange Commission, or the SEC, on March 11, 2021, and declared effective by the SEC on March 19, 2021. Such securities may be offered only by means of a prospectus, including a prospectus supplement, forming a part of the effective registration statement. A final prospectus supplement and an accompanying base prospectus relating to the securities will be filed with the SEC. Electronic copies of the prospectus supplement and the accompanying base prospectus may be obtained, when available, by visiting the SEC’s website at <http://www.sec.gov>.

This press release does not constitute an offer to sell or the solicitation of an offer to buy any of the securities described herein, nor shall there be any sale of these securities in any state or other jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or other jurisdiction.

About Lineage Cell Therapeutics, Inc.

Lineage Cell Therapeutics is a clinical-stage biotechnology company developing novel cell therapies for unmet medical needs. Lineage’s programs are based on its robust proprietary cell-based therapy platform and associated in-house development and manufacturing capabilities. With this platform Lineage develops and manufactures specialized, terminally differentiated human cells from its pluripotent and progenitor cell starting materials. These differentiated cells are developed to either replace or support cells that are dysfunctional or absent due to degenerative disease or traumatic injury or administered as a means of helping the body mount an effective immune response to cancer. Lineage’s clinical and preclinical programs are in markets with billion dollar opportunities and include five allogeneic (“off-the-shelf”) product candidates: (i) OpRegen, a retinal pigment epithelial cell therapy in Phase 2a development for the treatment of geographic atrophy secondary to age-related macular degeneration, is being developed under a worldwide collaboration with Roche and Genentech, a member of the Roche Group; (ii) OPC1, an oligodendrocyte progenitor cell therapy in Phase 1/2a development for the treatment of acute spinal cord injuries; (iii) VAC2, a dendritic cell therapy produced from Lineage’s VAC technology platform for immunoncology and infectious disease, currently in Phase 1 clinical development for the treatment of non-small cell lung cancer; (iv) ANP1, an auditory neuronal progenitor cell therapy for the potential treatment of auditory neuropathy; and (v) PNC1, a photoreceptor neural cell therapy for the potential treatment of vision loss due to photoreceptor dysfunction or damage. For more information, please visit www.lineagecell.com or follow the company on Twitter [@LineageCell](https://twitter.com/LineageCell).

Forward-Looking Statements

Lineage cautions you that all statements, other than statements of historical facts, contained in this press release, are forward-looking statements. Forward-looking statements, in some cases, can be identified by terms such as “believe,” “may,” “will,” “estimate,” “continue,” “anticipate,” “design,” “intend,” “expect,” “could,” “plan,” “potential,” “predict,” “seek,” “should,” “would,” “contemplate,” “project,” “target,” “objective,” or the negative version of these words and similar expressions. In this press release, forward-looking statements include, but are not limited to, statements relating to the offering, the completion of the offering and the expected use of proceeds from the offering. Forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause Lineage’s actual results, performance or achievements to be materially different from future results, performance or achievements expressed or implied by the forward-looking statements in this press release, including, without limitation, risk and uncertainties related to: the satisfaction of the closing conditions related to the offering, whether Lineage will complete the offering on the anticipated terms, or at all, and those risks and uncertainties inherent in Lineage’s business and other risks discussed in Lineage’s filings with the SEC. Lineage’s forward-looking statements are based upon its current expectations and involve assumptions that may never materialize or may prove to be incorrect. All forward-looking statements are expressly qualified in their entirety by these cautionary statements. Further information regarding these and other risks is included under the heading “Risk Factors” in Lineage’s periodic reports with the SEC, including Lineage’s most recent Annual Report on Form 10-K filed with the SEC and its other reports, which are available from the SEC’s website. You are cautioned not to place undue reliance on forward-looking statements, which speak only as of the date on which they were made. Lineage undertakes no obligation to update such statements to reflect events that occur or circumstances that exist after the date on which they were made, except as required by law.

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