

**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): December 27, 2023**

**Cibus, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-38161**  
(Commission  
File Number)

**27-1967997**  
(IRS Employer  
Identification No.)

**6455 Nancy Ridge Drive**  
**San Diego, CA**  
(Address of principal executive offices)

**92121**  
(Zip Code)

**Registrant's telephone number, including area code: (858) 450-0008**

(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:

- 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 exchange on which registered
Class A Common Stock, \$0.0001 par value per share	CBUS	The Nasdaq Stock Market LLC

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.**

As previously disclosed, on May 31, 2023, Cibus, Inc. (the “*Company*”) entered into a Registration Rights Agreement (the “*Registration Rights Agreement*”) with certain persons identified therein. Capitalized terms used in this Current Report on Form 8-K but not defined herein have the meanings given to such terms in the Registration Rights Agreement.

On December 27, 2023, the Company and a Cibus Global Majority-in-Interest entered into the First Amendment to the Registration Rights Agreement (the “*First Amendment*”). The First Amendment amends the Registration Rights Agreement to clarify that at any time in which the Shelf Registration Statement required pursuant to Section 2(c)(i) is effective, “piggyback” registration rights shall be inapplicable in respect of any primary Registration of offering thereunder of securities by the Company.

The foregoing description of the First Amendment does not purport to be complete and is qualified in its entirety by reference to the First Amendment, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

**(d) Exhibits**

Exhibit Number	Description
10.1	<a href="#">First Amendment to Registration Rights Agreement, dated December 27, 2023, by and between Cibus, Inc. and a Cibus Global Majority-in-Interest</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

**SIGNATURES**

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

Dated: December 29, 2023

**CIBUS, INC.**

By: /s/ Rory Riggs

Name: Rory Riggs

Title: Chief Executive Officer and Chairman

**FIRST AMENDMENT TO REGISTRATION RIGHTS AGREEMENT**

This FIRST AMENDMENT TO REGISTRATION RIGHTS AGREEMENT (this “Amendment”) is made as of December 27, 2023, by and among Cibus, Inc., a Delaware corporation (the “Company”), and the undersigned Investors, constituting a Cibus Global Majority-In-Interest. Capitalized terms used but not defined herein will have the meanings assigned to them in the Registration Rights Agreement (as defined below).

**RECITALS**

WHEREAS, on May 31, 2021, the Company entered into a Registration Rights Agreement (the “Registration Rights Agreement”) with the persons identified on the Schedule of Investors attached thereto;

WHEREAS, pursuant to Section 13 thereof, the Registration Rights Agreement may be amended or modified with the prior written consent of the Company and the Cibus Global Majority-In-Interest to the extent that such amendment or modification does not materially and adversely affect a Holder in a manner materially different than any other Holder;

WHEREAS, as of the date hereof, the undersigned Investors constitute the Cibus Global Majority-in-Interest as of the date hereof, and

WHEREAS, the Company and the Cibus Global Majority-In-Interest desire to amend the Registration Rights Agreement as set forth herein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Amendment hereby agree as follows:

**Section 1. Amendments to Registration Rights Agreement.**

(a) Section 3(a) of the Registration Rights Agreement is hereby deleted in its entirety and replaced with the following:

“(a) Right to Piggyback. Following the consummation of the Merger Agreement, whenever the Company proposes to register any of its securities under the Securities Act (other than (i) pursuant to a Demand Registration, (ii) in connection with registrations on Form S-4 or S-8 promulgated by the Securities and Exchange Commission or any successor or similar forms or (iii) a registration on any form that does not include substantially the same information as would be required to be included in a registration statement covering the sale of Registrable Securities) and the registration form to be used may be used for the registration of Registrable Securities (a “Piggyback Registration”), the Company shall give prompt written notice (in any event within three Business Days after its receipt of notice of any request for registration on behalf of holders of the Company’s securities (other than by the Holders) to all Holders of its intention to effect such

Piggyback Registration and, subject to the terms of Section 3(c) and Section 3(d), shall include in such Piggyback Registration (and in all related registrations or qualifications under blue sky laws and in any related underwriting) all Registrable Securities with respect to which the Company has received written requests for inclusion therein within 20 days after delivery of the Company's notice. A Piggyback Registration shall not be considered a Demand Registration or a Shelf Offering Request for purposes of Section 2; provided, that at any time in which the Shelf Registration Statement pursuant to Section 2(c)(i) is effective, Section 3 shall be inapplicable in respect of any primary Registration of offering thereunder of securities by the Company."

Section 2. Miscellaneous.

(a) Ratification. Except as expressly set forth herein, all terms and provisions contained in the Registration Rights Agreement shall remain in full force and effect.

(b) Governing Law. All issues and questions concerning the construction, validity, interpretation and enforcement of this Amendment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

(c) Counterparts. This Amendment may be executed in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same agreement.

(d) Electronic Delivery. This Amendment, to the extent executed and delivered by means of a photographic, photostatic, facsimile or similar reproduction of such signed writing using a facsimile machine or electronic mail shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or electronic mail to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or electronic mail as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

\* \* \* \* \*

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

**CIBUS, INC.**

By: /s/ Wade King

Name: Wade King

Title: Chief Financial Officer

**INVESTORS, CONSTITUTING A CIBUS GLOBAL  
MAJORITY-IN-INTEREST**

**Keith A. Walker**

By: /s/ Keith A. Walker

Name: Keith A. Walker

**Mark Finn**

By: /s/ Mark Finn

Name: Mark Finn

**New Ventures Agtech Solutions, LLC**

By: /s/ Jonathan Finn

Name: Jonathan Finn

Title: Managing Member

**Peter Ronald Beetham and Vanessa Kaye Beetham Joint  
Living Trust**

By: /s/ Peter Beetham

Name: Peter Beetham

Title: Trustee

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**Rory B. Riggs**

By: /s/ Rory Riggs

Name: Rory Riggs

**Rory Riggs Family Trust**

By: /s/ Rory Riggs

Name: Rory Riggs

Title: Trustee

**Wade King**

By: /s/ Wade King

Name: Wade King