

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): **August 17, 2023**

ORAMED PHARMACEUTICALS INC.
(Exact name of registrant as specified in its charter)

DELAWARE

(State or Other Jurisdiction
of Incorporation)

001-35813

(Commission File Number)

98-0376008

(IRS Employer
Identification No.)

1185 Avenue of the Americas, Third Floor, New York, New York

(Address of Principal Executive Offices)

10036

(Zip Code)

844-967-2633

(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-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 \$0.012	ORMP	The Nasdaq Capital Market, Tel Aviv Stock Exchange

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 Stock Purchase Agreement

As previously disclosed, on August 7, 2023, Oramed Pharmaceuticals Inc., a Delaware corporation (the “Company”), entered into a Stock Purchase Agreement (as subsequently amended on August 9, 2023 and August 21, 2023, the “Stock Purchase Agreement”) with Sorrento Therapeutics, Inc., a Delaware corporation (the “Seller”), pursuant to which, subject to the terms and conditions set forth in the Stock Purchase Agreement, the Company agreed to acquire certain equity securities of Scilex Holding Company (“Scilex”) owned by the Seller (the “Purchased Securities,” and such acquisition of the Purchased Securities, the “Transaction”).

On August 21, 2023, the Company and Seller entered into a Second Amendment to Stock Purchase Agreement, pursuant to which the parties agreed: (i) to further extend the deadline for entry of the Sale Order from August 21, 2023 to August 25, 2023, (ii) to reduce the number of Scilex warrants included in the equity securities to be purchased and acquired by the Company as follows: (a) reducing the number of public warrants exercisable for shares of common stock of Scilex from warrants in respect of 1,386,617 shares of common stock to warrants in respect of 693,309 shares of common stock, and (b) reducing the number of private warrants exercisable for shares of common stock of Scilex from warrants in respect of 3,104,000 shares of common stock to warrants in respect of 1,552,000 shares of common stock; (iii) including an obligation on the part of Seller to serve notice of the proposed Sale Order containing the terms of the Junior DIP Compromise (as defined below) on the shareholders of Scilex; and (iv) including as a condition to closing that the Sale Order include the following terms (collectively such terms are referred to as the “Junior DIP Compromise”) relating to the Junior Debtor-in-Possession loan between Scilex and the Seller and its affiliated debtor, Scintilla Pharmaceuticals, Inc. (the “Junior DIP Facility”): (A) that any recovery to Scilex on account of the Junior DIP Facility shall be identical to the treatment of Seller’s general unsecured creditors under any chapter 11 plan of reorganization or otherwise in the Seller’s bankruptcy case; provided that the Junior DIP Facility shall not be payable with equity securities of any reorganized debtor without the prior written consent of Scilex, (B) findings of fact and conclusions of law that the Junior DIP Compromise is entirely fair to Scilex and its shareholders under the laws of the State of Delaware, (C) exculpation of the Company and Scilex, its Affiliates, and any directors appointed to the board of directors of Scilex in connection with the consummation of the transactions contemplated by the Stock Purchase Agreement and the Junior DIP Compromise to the fullest extent permitted by law, (D) any order confirming a chapter 11 plan for Seller shall include provisions consistent with the foregoing clauses (B) and (C) in form and substance acceptable to the Company, and (E) findings of fact and conclusions of law that notice of the proposed Sale Order was sufficiently served on shareholders of Scilex under the circumstances.

The foregoing description of the Stock Purchase Agreement, First Amendment to Stock Purchase Agreement and Second Amendment to Stock Purchase Agreement and the Transaction remains subject to approval by the United States Bankruptcy Court for the Southern District of Texas and does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Stock Purchase Agreement, First Amendment to Stock Purchase Agreement and Second Amendment to Stock Purchase Agreement, a copy of each of which is attached hereto as Exhibit 2.1, Exhibit 2.2 and Exhibit 2.3, respectively, and is incorporated into this report by reference in its entirety. These documents have been attached to provide investors with information regarding their terms. It is not intended to provide any other factual information about the Company or the Seller.

Item 8.01 Other Events.

On August 17, 2023, the Seller filed a Notice of (I) Successful Bidder and Successful Bid, (II) Reset of Sale Hearing, and (III) Sale Objection Deadline announcing the Company as the successful bidder in the auction for the Purchased Securities. The winning bid was the Company's initial bid, except as modified on the record at the auction and subsequently memorialized by the Second Amendment to Stock Purchase Agreement. The full terms of the Transaction are set forth in the Stock Purchase Agreement.

A hearing with the United States Bankruptcy Court for the Southern District of Texas is scheduled for August 25, 2023 to consider approval of the Transactions.

Cautionary Note Regarding Forward-Looking Statements

This Current Report on Form 8-K may contain forward-looking statements, which may generally be identified by the use of the words "anticipates," "expects," "intends," "plans," "should," "could," "would," "may," "will," "believes," "estimates," "potential," "target," or "continue" and variations or similar expressions. These statements are based upon the current expectations and beliefs of management and are subject to certain risks and uncertainties that could cause actual results to differ materially from those described in the forward-looking statements. These risks and uncertainties include, but are not limited to, risks and uncertainties discussed in the Company's most recent annual or quarterly report and detailed from time to time in the Company's other filings with the Securities and Exchange Commission, which factors are incorporated herein by reference and the following factors: the inability to close the Transaction in a timely manner; the failure to satisfy conditions to completion of the Transaction, including receipt of required regulatory and other approvals; the occurrence of any event, change or other circumstances that could give rise to the termination of the Stock Purchase Agreement by either the Company or the Seller; the outcome and timing of the Seller's Chapter 11 process and approval of the Transaction by the Bankruptcy Court; the possibility that the anticipated benefits of the Transaction are not realized when expected or at all, including as a result of the impact of, or problems arising from, the Company's purchase of the Purchased Securities; our ability to recover the proceeds and/or collateral under the Replacement DIP Loan Agreement; the possibility that the Transaction may be more expensive to complete than anticipated; diversion of management's attention from ongoing business operations and opportunities; and exposure to potential litigation. In addition, certain material factors and assumptions have been applied in making these forward-looking statements, including that the risks and uncertainties outlined above will not cause actual results or events to differ materially from those described in these forward-looking statements. The Company believes that the material factors and assumptions reflected in these forward-looking statements are reasonable, but readers are cautioned not to place undue reliance on any of these forward-looking statements. These forward-looking statements speak only as of the date hereof. The Company undertakes no obligation to update any of these forward-looking statements to reflect events or circumstances after the date hereof or to reflect actual outcomes, unless required by law.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

2.1*	Stock Purchase Agreement dated as of August 7, 2023, between Oramed Pharmaceuticals Inc. and Sorrento Therapeutics, Inc. (incorporated by reference from Exhibit 2.1 from our current report on Form 8-K filed August 9, 2023).
2.2	First Amendment to Stock Purchase Agreement dated as of August 9, 2023, between Oramed Pharmaceuticals Inc. and Sorrento Therapeutics, Inc. (incorporated by reference from Exhibit 2.2 from our quarterly report on Form 10-Q filed August 10, 2023).
2.3	Second Amendment to Stock Purchase Agreement dated as of August 21, 2023, between Oramed Pharmaceuticals Inc. and Sorrento Therapeutics, Inc.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

* Certain exhibits and similar attachments to this agreement have been omitted in accordance with Item 601(a)(5) of Regulation S-K. A copy of any omitted exhibit or other attachment will be furnished supplementally to the SEC upon request.

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.

ORAMED PHARMACEUTICALS INC.

By: /s/ Nadav Kidron

Name: Nadav Kidron

Title: President and CEO

August 21, 2023

**SECOND AMENDMENT TO
STOCK PURCHASE AGREEMENT**

THIS SECOND AMENDMENT TO STOCK PURCHASE AGREEMENT (this “**Amendment**”) is made as of August 21, 2023, by and between Sorrento Therapeutics, Inc., a Delaware corporation (the “**Seller**”), and Oramed Pharmaceuticals Inc., a Delaware corporation (the “**Purchaser**”). Capitalized terms used herein without definition shall have the meaning ascribed to such terms in the Stock Purchase Agreement.

WHEREAS, the Seller and the Purchaser are parties to that certain Stock Purchase Agreement, dated as of August 7, 2023 (as amended by that certain First Amendment to Stock Purchase Agreement, dated as of August 9, 2023, the “**Stock Purchase Agreement**”).

WHEREAS, the Parties desire to amend the Stock Purchase Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties, the parties hereby agree as follows:

1. AMENDMENT TO STOCK PURCHASE AGREEMENT

a. Schedule I to the Stock Purchase Agreement is hereby amended and restated in its entirety and replaced with Schedule I attached hereto.

b. The second sentence of Section 1 is hereby amended and restated in its entirety as follows: “The aggregate consideration for the Purchased Securities shall consist of: (i) to the extent approved by the Bankruptcy Court, the Junior DIP Compromise, and (ii) the Purchase Price. As used in this Agreement, “Purchase Price” means \$105,000,000. At the Closing, the Purchaser shall pay the Purchase Price as follows: (A) a credit bid, on a dollar-for-dollar basis, pursuant to section 363(k) of the Bankruptcy Code, in respect of the full amount of the outstanding obligations under the Replacement DIP Facility as of the Closing Date (the “Credit Bid Amount”), and (B) the remaining balance to be paid in cash to the Seller (the “Cash Amount”).”

c. Section 5(h)(i) is hereby amended to include the following sentence at the end of such paragraph: “Prior to the hearing in the Bankruptcy Court for approval of the Stock Purchase Agreement, the Seller shall serve notice of the proposed Sale Order containing the terms of the Junior DIP Compromise on the shareholders of the Company pursuant to substantially the same process provided in Exhibit A of Docket No. 1033 in the Bankruptcy Case, unless otherwise agreed to by the Seller and the Purchaser.”

d. Section 6(a)(x) is hereby amended and restated in its entirety as follows: “Sale Order. The Bankruptcy Court shall have entered an order (i) approving the Seller’s entry into this Agreement and the consummation of the transactions contemplated herein pursuant to Sections 105 and 363 of the Bankruptcy Code, and (ii) including the Junior DIP Compromise (unless not approved by the Bankruptcy Court), in form and substance reasonably acceptable to the Seller and the Purchaser (the “Sale Order”), and the Sale Order shall be an order of the Bankruptcy Court as to which the time to file an appeal, a motion for rehearing or reconsideration or a petition for writ of certiorari has expired and no such appeal, motion or petition is pending (a “Final Order”).”

e. Section 6(b)(vii) is hereby amended and restated in its entirety as follows: “Sale Order. The Bankruptcy Court shall have entered a Sale Order and such Sale Order shall include the Junior DIP Compromise (unless not approved by the Bankruptcy Court) and be a Final Order.”

f. Section 7(e) is hereby amended and restated in its entirety as follows: “by the Purchaser if (i) the Auction has not commenced on or before August 14, 2023, or (ii) the Sale Order has not been entered by the Bankruptcy Court by August 25, 2023;”

g. Section 10 is hereby amended to include the following as a new defined term: ““Junior DIP Compromise” means the following terms: (i) any recovery to the Company on account of the Junior DIP Facility shall be identical to the treatment of Seller’s general unsecured creditors under any chapter 11 plan of reorganization or otherwise in the Bankruptcy Case; provided that the Junior DIP Facility shall not be payable with equity securities of any reorganized debtor without the prior written consent of the Company, (ii) findings of fact and conclusions of law that the Junior DIP Compromise is entirely fair to the Company and its shareholders under Delaware Law, (iii) exculpation of Purchaser and the Company, its Affiliates, and any directors appointed to the Company in connection with the consummation of the Transactions contemplated hereby and the Junior DIP Compromise to the fullest extent permitted by law, (iv) any order confirming a chapter 11 plan for Seller shall include provisions consistent with the foregoing clauses (ii) and (iii) in form and substance acceptable to Purchaser, and (v) findings of fact and conclusions of law that notice of the proposed Sale Order was sufficiently served on shareholders of the Company under the circumstances.”

h. Section 10 is hereby amended to include the following as a new defined term: ““Junior DIP Facility” means that certain Junior Secured, Super-Priority Debtor-in-Possession Loan and Security Agreement (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time), by and among the Seller, Scintilla and the Company.”

2. GENERAL

A. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed entirely within such State. All actions and proceedings arising out of or relating to this Amendment and the transactions contemplated hereby shall be heard and determined exclusively in the United States Bankruptcy Court for the Southern District of Texas, and the Parties hereby irrevocably submit to the exclusive jurisdiction of such court in any such action or proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding; provided, however, that, if the Bankruptcy Case is closed, any action, claim, suit or proceeding arising out of, based upon, or relating to this Agreement or the transactions contemplated hereby shall be heard and determined exclusively in any state or federal court located in New York County, New York. Each Party agrees that a final, non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

B. Ratification. Except as expressly modified and amended by the provisions of this Amendment, all provisions of the Stock Purchase Agreement shall remain in full force and effect in accordance with their terms; provided, that in the event of any conflict between the terms of the Amendment and the terms of the Stock Purchase Agreement the terms of this Amendment shall control. References to the Stock Purchase Agreement in other documents and agreements will be deemed to be references to the Stock Purchase Agreement, as amended by this Amendment, regardless of whether such documents and agreements refer to any amendments of the Stock Purchase Agreement.

C. Miscellaneous Provisions. The provisions of Sections 10(e) (*Notices*), 10(i) (*Entire Agreement; Waiver and Amendment*) and 10(j) (*Counterparts*) of the Stock Purchase Agreement shall each apply to this Amendment *mutatis mutandis*.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Stock Purchase Agreement as of the date first written above.

SELLER:

SORRENTO THERAPEUTICS, INC.

By: /s/ Moshin Y. Meghji
Name: Moshin Y. Meghji
Title: Chief Restructuring Officer

PURCHASER:

ORAMED PHARMACEUTICALS INC.

By: /s/ Nadav Kidron
Name: Nadav Kidron
Title: Chief Executive Officer

By: /s/ Josh Hexter
Name: Josh Hexter
Title: Chief Operating Officer

Schedule I

Purchased Securities

<u>Class or Type of Securities</u>	<u>Number of Securities</u>
Common Stock	59,726,737
Series A Preferred Stock	29,057,096
Warrants	Warrants exercisable for 693,309 shares of common stock of the Company in respect of Public Warrants, and warrants exercisable for 1,552,000 shares of common stock of the Company in respect of Private Placement Warrants (each as defined in the latest publicly filed Annual Report on Form 10-K of the Company)