

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 2, 2018

**CALADRIUS BIOSCIENCES, INC.**  
(Exact Name of Registrant as Specified in Charter)

Delaware  
(State or Other Jurisdiction  
of Incorporation)

001-33650  
(Commission  
File Number)

22-2343568  
(IRS Employer  
Identification No.)

110 Allen Road, 2nd Floor, Basking Ridge, NJ 07920  
(Address of Principal Executive Offices)(Zip Code)

(908) 842-0100  
Registrant's Telephone Number

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))
- Emerging growth company

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (Section 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (Section 230.12b-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.

On August 2, 2018, Caladrius Biosciences, Inc., a Delaware corporation (the “**Company**”), entered into a First Amendment (the “**Amendment**”) to that certain Common Stock Sales Agreement, dated February 8, 2018 (the “**Original Agreement**,” and, together with the Amendment, the “**Sales Agreement**”) with H.C. Wainwright & Co., LLC (“**Wainwright**”), as sales agent, in connection with an “at the market offering” under which the Company from time to time may offer and sell shares of its common stock, par value \$0.001 per share (the “**Common Stock**”), having an aggregate offering price of up to \$25,000,000 (the “**Shares**”). Shares sold under the Sales Agreement will be offered and sold pursuant to the Company’s Registration Statement on Form S-3, which was initially filed on July 24, 2018 and which was declared effective by the Securities and Exchange Commission (the “**SEC**” on August 2, 2018 (Registration No. 333-226319) (the “**Registration Statement**”) and a prospectus supplement that the Company expects to file with the SEC relating to the Shares shortly after the filing of this Current Report on Form 8-K. The Amendment updates the Original Agreement to reflect that the Shares will be issued pursuant to the Registration Statement, which replaces the Company’s previously effective shelf registration statement.

This Current Report on Form 8-K shall not constitute an offer to sell or the solicitation of an offer to buy the Shares, nor shall there be any offer, solicitation or sale of the Shares in any state or country in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or country.

The opinion of the Company’s counsel regarding the validity of the Shares is filed as Exhibit 5.1 to this Current Report on Form 8-K. This opinion is also filed with reference to, and is hereby incorporated by reference into, the Registration Statement.

The Company cautions you that statements included in this Current Report on Form 8-K that are not a description of historical facts are forward-looking statements. These forward-looking statements include statements regarding the Company’s ability to sell Shares pursuant to the Sales Agreement. The inclusion of forward-looking statements should not be regarded as a representation by the Company that any of these statements, results or sales will be achieved or completed due in part to risks and uncertainties inherent in the Company’s business, including those described in the Company’s Form 10-K for the year ended December 31, 2017 filed with the SEC on March 22, 2018, as amended on April 2, 2018. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof, and the Company undertakes no obligation to revise or update this report to reflect events or circumstances after the date hereof. All forward-looking statements are qualified in their entirety by this cautionary statement. This caution is made under the safe harbor provisions of Section 21E of the Private Securities Litigation Reform Act of 1995.

### Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<b>Exhibit Number</b>	<b>Description</b>
<a href="#">5.1</a>	Opinion of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
<a href="#">10.1</a>	Amendment No. 1 to Common Stock Sales Agreement, dated August 2, 2018, by and between Caladrius Biosciences, Inc. and H.C. Wainwright & Co., LLC.
<a href="#">23.1</a>	Consent of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. (contained in Exhibit 5.1).



# MINTZ LEVIN

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August 2, 2018

Caladrius Biosciences, Inc.  
110 Allen Road, Second Floor  
Basking Ridge, NJ 07920

Ladies and Gentlemen:

We have acted as counsel to Caladrius Biosciences, Inc., a Delaware corporation (the “**Company**”), in connection with the preparation and filing with the Securities and Exchange Commission (the “**Commission**”) of a Prospectus Supplement, dated August 2, 2018, to a Prospectus, dated August 2, 2018 (the “**Prospectus and Prospectus Supplement**”), filed pursuant to a Registration Statement on Form S-3, Registration No. 333-226319 (the “**Registration Statement**”), pursuant to which the Company is registering under the Securities Act of 1933, as amended (the “**Securities Act**”), the sale of up to \$25,000,000 of shares (the “**Placement Shares**”) of common stock, \$0.001 par value per share (the “**Common Stock**”), of the Company. The Placement Shares are being sold pursuant to a Common Stock Sales Agreement, dated as of February 8, 2018, by and between the Company and H.C. Wainwright & Co., LLC, as subsequently amended on August 2, 2018 (as amended, the “**Agreement**”), pursuant to which the Company may issue and sell the Placement Shares pursuant to the Registration Statement and the Prospectus and Prospectus Supplement.

In connection with this opinion, we have examined the Company’s Amended and Restated Certificate of Incorporation, as amended to date, and Amended and Restated By-laws, as amended to date, such other records of the corporate proceedings of the Company and certificates of the Company’s officers as we have deemed relevant, as well as the Registration Statement and the exhibits thereto and the Prospectus and the Prospectus Supplement.

In our examination, we have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, photostatic or facsimile copies and the authenticity of the originals of such copies.

Based upon the foregoing, and subject to the limitations set forth below, we are of the opinion that the Placement Shares, when issued by the Company out of the Company’s duly authorized Common Stock and issued and delivered by the Company against payment therefor as contemplated by the Agreement, on terms approved by the Board of Directors of the Company, or a duly authorized committee thereof, will be duly and validly issued, fully paid and non-assessable.

Our opinion is limited to the General Corporation Law of the State of Delaware and the United States federal laws, and we express no opinion with respect to the laws of any other jurisdiction. No opinion is expressed herein with respect to the qualification of the Placement Shares under the securities or blue sky laws of any state or any foreign jurisdiction.

We have relied as to certain matters on information obtained from public officials, officers of the Company, and other sources believed by us to be responsible.

Please note that we are opining only as to the matters expressly set forth herein, and no opinion should be inferred as to any other matters. This opinion is based upon currently existing statutes, rules, regulations and judicial decisions, and we disclaim any obligation to advise you of any change in any of these sources of law or subsequent legal or factual developments which might affect any matters or opinions set forth herein.

**Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.**

August 2, 2018

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We hereby consent to the filing of this opinion as an exhibit to a Current Report on Form 8-K and the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act and to the use of this Firm's name therein and in the Prospectus Supplement under the caption "Legal Matters." In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

/s/ Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

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Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

**AMENDMENT NO. 1 TO COMMON STOCK SALES AGREEMENT**

August 2, 2018

Ladies and Gentlemen:

Caladrius Biosciences, Inc. (the "Company") and H.C. Wainwright & Co. LLC ("HCW") are parties to that certain Common Stock Sales Agreement dated February 8, 2018 (the "Original Agreement"). All capitalized terms not defined herein shall have the meanings ascribed to them in the Original Agreement. The parties, intending to be legally bound, hereby amend the Original Agreement as follows:

1. Reference to the "Registration Statement" in the Original Agreement shall refer to the registration statement on Form S-3, as amended (File No. 333-226319), originally filed with the Securities and Exchange Commission on July 24, 2018 ("New Registration Statement"), when the New Registration Statement is declared effective by the Securities and Exchange Commission.

2. All references to "February 8, 2018" set forth in Schedule 1 and Exhibit 7(m) of the Original Agreement are revised to read "February 8, 2018 (as amended by Amendment No. 1 to Common Stock Sales Agreement, dated August 2, 2018)".

3. Except as specifically set forth herein, all other provisions of the Original Agreement shall remain in full force and effect.

4. This Amendment No. 1 to Common Stock Sales Agreement shall become effective upon the date that the New Registration Statement is declared effective under the Securities Act.

5. Entire Agreement; Amendment; Severability. This Amendment No. 1 to the Original Agreement together with the Original Agreement (including all schedules and exhibits attached hereto and thereto and Placement Notices issued pursuant hereto and thereto) constitutes the entire agreement and supersedes all other prior and contemporaneous agreements and undertakings, both written and oral, among the parties hereto with regard to the subject matter hereof. All references in the Original Agreement to the "Agreement" shall mean the Original Agreement as amended by this Amendment No. 1; *provided, however*, that all references to "date of this Agreement" in the Original Agreement shall continue to refer to the date of the Original Agreement.

6. Applicable Law; Consent to Jurisdiction. This amendment shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to the principles of conflicts of laws. Each party hereby irrevocably submits to the non-exclusive jurisdiction of the state and federal courts sitting in the City of New York, borough of Manhattan, for the adjudication of any dispute hereunder or in connection with any transaction contemplated hereby, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof (certified or registered mail, return receipt requested) to such party at the address in effect for notices to it under this amendment and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.

7. Waiver of Jury Trial. The Company and HCW each hereby irrevocably waives any right it may have to a trial by jury in respect of any claim based upon or arising out of this amendment or any transaction contemplated hereby.

8. Counterparts. This amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed amendment by one party to the other may be made by facsimile transmission.

If the foregoing correctly sets forth the understanding among the Company and HCW, please so indicate in the space provided below for that purpose, whereupon this letter shall constitute a binding amendment to the Original Agreement between the Company and HCW.

Very truly yours,

**CALADRIUS BIOSCIENCES, INC.**

By: \_\_\_\_\_  
Name: David J. Mazzo, Ph.D  
Title: President and Chief Executive Officer

**H.C. WAINWRIGHT & CO. LLC**

By: \_\_\_\_\_  
Name:  
Title: