
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 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 8, 2019

HISTOGENICS CORPORATION
(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-36751
(Commission
File Number)

04-3522315
(I.R.S. Employer
Identification Number)

**830 Winter Street, 3rd Floor
Waltham, Massachusetts 02451
(781) 547-7900**

(Addresses, including zip code, and telephone numbers, including area code, of principal executive offices)

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))

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 reported, on September 15, 2016, Histogenics Corporation (“Histogenics” or the “Company”) entered into a securities purchase agreement with certain institutional and accredited investors pursuant to which the Company issued 2,653,553 shares of the Company’s common stock, par value \$0.01 per share (“Common Stock”), 24,158.8688 shares of the Company’s Series A Convertible Preferred Stock and warrants to purchase up to 13,333,334 shares of the Company’s Common Stock (such warrants, along with warrants to purchase up to 133,333 shares of the Company’s Common Stock issued to the placement agent for the transaction, the “2016 Warrants”). The exercise price of the 2016 Warrants was \$2.25 per share.

Also as previously reported, on October 5, 2018, Histogenics entered into an underwriting agreement with Canaccord Genuity LLC, as representative of the several underwriters, related to the public offering of 26,155,000 shares of the Company’s Common Stock and warrants (the “2018 Warrants”) to purchase up to 19,616,250 shares of the Company’s Common Stock. The exercise price of the 2018 Warrants was \$0.70 per share, subject to the Company’s right pursuant to Section 2(e) of the 2018 Warrants to reduce the exercise price to any amount and for any period of time deemed appropriate by Board of Directors (the “Board”) of the Company (the “Voluntary Adjustment Right”).

On February 8, 2019, Histogenics and certain holders of the 2016 Warrants (the “Participating 2016 Holders”) entered into a Warrant Amendment and Exercise Agreement (the “2016 Exercise Agreement”) pursuant to which Histogenics agreed to reduce the exercise price of the 2016 Warrants held by such Participating 2016 Holders from \$2.25 to \$0.01 per share (the “2016 Reduced Exercise Price”) in consideration for the exercise of the 2016 Warrants held by such Participating 2016 Holders in full at the 2016 Reduced Exercise Price for cash and provided a general release of claims of such Participating 2016 Holders against the Company with respect to the 2016 Warrants. The Company also agreed to modify the reference to “three (3) Trading Days” in the first sentence of Section 2(d)(i) of the 2016 Warrants held by the Participating 2016 Holders to say “two (2) Trading Days.” The Participating 2016 Holders own, in the aggregate, 2016 Warrants to purchase a total of 12,957,953 shares of the Company’s Common Stock. The Company expects to receive aggregate gross proceeds of approximately \$129,579.53 from the exercise of the 2016 Warrants by the Participating 2016 Holders pursuant to the 2016 Exercise Agreement. After the full exercise of the 2016 Warrants held by the Participating 2016 Holders, 2016 Warrants to purchase approximately 508,714 shares of the Company’s Common Stock will remain outstanding.

On February 8, 2019, pursuant to the Voluntary Adjustment Right, Histogenics determined to reduce the exercise price of the 2018 Warrants from \$0.70 to \$0.01 per share (the “2018 Reduced Exercise Price”) through the close of business on February 8, 2019. Additionally, on February 8, 2019, Histogenics and all of the holders of the 2018 Warrants (the “Participating 2018 Holders” and, together with the Participating 2016 Holders, the “Holders”) entered into a Warrant Exercise Agreement (the “2018 Exercise Agreement”) pursuant to which in consideration for the 2018 Reduced Exercise Price, the Participating 2018 Holders agreed to exercise the 2018 Warrants held by such Participating 2018 Holders in full at the 2018 Reduced Exercise Price for cash and provided a general release of claims of such Participating 2018 Holders against the Company with respect to the 2018 Warrants. The Participating 2018 Holders own, in the aggregate, 2018 Warrants to purchase a total of 19,616,250 shares of the Company’s Common Stock. The Company expects to receive aggregate gross proceeds of approximately \$196,162.50 from the exercise of the 2018 Warrants by the Participating 2018 Holders pursuant to the 2018 Exercise Agreement. After the full exercise of the 2018 Warrants held by the Participating 2018 Holders, no 2018 Warrants remain outstanding.

If the exercise of the 2016 Warrants or 2018 Warrants, as applicable, would cause a Holder to exceed the 4.99% or 9.99% beneficial ownership limitations as set forth in the 2016 Warrants and 2018 Warrants (“Beneficial Ownership Limitation”), then the Company will only issue such number of shares to such Holder as instructed by such Holder and as would not cause such Holder to exceed the maximum number of shares permitted under the Beneficial Ownership Limitation, with the balance of shares to be held in abeyance until the balance may be issued in compliance with such limitations.

Also as previously reported on December 21, 2018, the Board initiated a process to evaluate strategic alternatives to maximize value for all stakeholders. As part of the ongoing process, the Board is evaluating the full range of potential strategic alternatives, which includes, but is not limited to, acquisitions, business combinations, joint ventures, public and private capital raises, recapitalization, and sale transaction options, including a sale of assets or intellectual property. The 2016 Exercise Agreements and 2018 Exercise Agreements eliminate a significant economic liability embedded in the 2016 Warrants’ and 2018 Warrants’ Black-Scholes provisions applicable in the event of a Fundamental Transaction (as defined in the 2016 Warrants and 2018 Warrants). The 2016 Exercise Agreements and 2018 Exercise Agreements are intended to achieve a cleaner capital structure for Histogenics that, among other things, enables the Company to evaluate a broader range of potential strategic alternatives and to continue to move forward with its ongoing strategic alternatives process.

The description of terms and conditions of the 2016 Exercise Agreements and 2018 Exercise Agreements set forth herein does not purport to be complete and is qualified in its entirety by reference to the full text of the form of such agreements, which are attached hereto as Exhibit 10.1 and Exhibit 10.2, respectively, and incorporated herein by reference.

Item 3.03 Material Modifications to Rights of Security Holders.

The information contained above in Item 1.01 is hereby incorporated by reference into this Item 3.03.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits*

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Form of 2016 Warrant Amendment and Exercise Agreement.</u>
10.2	<u>Form of 2018 Warrant Exercise Agreement.</u>

Forward-Looking Statements

Various statements in this Current Report on Form 8-K are “forward-looking statements” under the securities laws. Words such as, but not limited to, “anticipate,” “believe,” “can,” “could,” “expect,” “estimate,” “design,” “goal,” “intend,” “may,” “might,” “objective,” “plan,” “predict,” “project,” “target,” “likely,” “should,” “will,” and “would,” or the negative of these terms and similar expressions or words, identify forward-looking statements. Forward-looking statements are based upon current expectations that involve risks, changes in circumstances, assumptions and uncertainties.

Important factors that could cause actual results to differ materially from those reflected in the Company’s forward-looking statements include, among others: statements regarding the future business operations of the Company; expected benefits of the 2016 Exercise Agreements and 2018 Exercise Agreements; completing a restructuring plan and the associated costs and charges related thereto; the prospect for the successful sale of the Company or of any of the Company’s assets; the possibility of a liquidating distribution to Company stockholders; the ability of the Company to pay its creditors and successfully complete an orderly wind down; the ability to liquidate the Company’s assets

outside of a court-supervised proceeding; the ability of the Company to restructure; and other factors that are described in the “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” sections of the Company’s Annual Report on Form 10-K for the year ended December 31, 2017 and Quarterly Report on Form 10-Q for the quarter ended September 30, 2018, which are on file with the SEC and available on the SEC’s website at www.sec.gov. Additional factors may be set forth in those sections of the Company’s Annual Report on Form 10-K for the year ended December 31, 2018, to be filed in the first quarter of 2019. In addition to the risks described above and in the Company’s Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and other filings with the SEC, other unknown or unpredictable factors also could affect the Company’s results.

There can be no assurance that the actual results or developments anticipated by the Company will be realized or, even if substantially realized, that they will have the expected consequences to, or effects on, the Company. Therefore, no assurance can be given that the outcomes stated in such forward-looking statements and estimates will be achieved.

All written and verbal forward-looking statements attributable to the Company or any person acting on its behalf are expressly qualified in their entirety by the cautionary statements contained or referred to herein. The Company cautions investors not to rely too heavily on the forward-looking statements the Company makes or that are made on its behalf. The information in this Current Report on Form 8-K is provided only as of the date of this Current Report on Form 8-K, and the Company undertakes no obligation, and specifically declines any obligation, to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise.

SIGNATURE

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

Date: February 8, 2019

HISTOGENICS CORPORATION

By: /s/ Adam Gridley

Adam Gridley

President and Chief Executive Officer

WARRANT AMENDMENT AND EXERCISE AGREEMENT

This Warrant Amendment and Exercise Agreement (this "Agreement"), dated as of February 8, 2019, is by and between Histogenics Corporation, a Delaware corporation (the "Company"), and the undersigned holder (the "Holder") of warrants to purchase shares of the Company's common stock, par value \$0.01 per share (the "Common Stock").

WHEREAS, the Holder beneficially owns warrants to purchase in the aggregate the number of shares of Common Stock with an exercise price of \$2.25 per share that are exercisable until November 22, 2021, as set forth on the Holder's signature page hereto (the "2016 Warrants");

WHEREAS, in order to induce the Holder to fully exercise the 2016 Warrants, the Company and the Holder desire to amend the 2016 Warrants to reduce the exercise price thereof to \$0.01 per share (the "Amended Exercise Price"), provided that the 2016 Warrants are exercised prior to February 8, 2019; and

WHEREAS, the Holder desires to fully exercise such 2016 Warrants in the amounts set forth on the applicable signature pages hereto using the Amended Exercise Price. The shares of Common Stock underlying the 2016 Warrants are referred to herein as the "Warrant Shares".

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Holder and the Company agree as follows:

ARTICLE I AMENDMENT AND EXERCISE OF 2016 WARRANTS

Section 1.1 Amendment of 2016 Warrants.

(a) On the date hereof, (x) the reference to "\$2.25 per share" in the defined term "Exercise Price" set forth in Section 2(b) of the 2016 Warrants shall be amended to equal "\$0.01 per share, provided that this Warrant is exercised prior to February 12, 2019, otherwise such Exercise Price shall be \$2.25 per share" (the "Amended Exercise Price") and (y) the reference to "three (3) Trading Days" in the first sentence of Section 2(d)(i) of the 2016 Warrants shall be amended to say "two (2) Trading Days".

(b) All references to the 2016 Warrants used herein, after the execution of this Agreement, shall refer to the 2016 Warrants, as amended pursuant to clause (a) above. Except as expressly set forth in this Agreement, all terms of the 2016 Warrants are, and shall continue to be, in full force and effect and are hereby ratified and confirmed in all respects, and the Holder reserves all of its rights, remedies, powers and privileges.

Section 1.2 Exercise of Warrants. Subject to the conditions in Sections 2(a) and (d) of each of the 2016 Warrants and the terms hereof, by executing this Agreement, the Company and the Holder hereby agree that the Holder shall be deemed to have exercised the 2016 Warrants held by such Holder for the number of shares of Common Stock set forth on the signature page hereto for aggregate cash proceeds to the Company in the amount set forth on the Holder's signature page hereto, pursuant to the terms of the 2016 Warrants, except that the exercise price thereunder shall be the Amended Exercise Price and the Warrant Share Delivery Date shall be two (2) Trading Days. The Holder shall deliver the aggregate cash exercise price for such 2016 Warrants to the bank account set forth on the Company's signature page hereto within two Trading Days after the date hereof and the Company shall cause its transfer agent to deliver the Warrant Shares, without any restricted legend or other restrictions on transfer, to the Holder via the Depository Trust Company Deposit or Withdrawal at Custodian system pursuant to the terms of the 2016 Warrants (as amended pursuant to this Agreement) and the DWAC instructions set forth on the Holder's signature page hereto as if a notice of exercise (subject to reduction for the Beneficial Ownership Limitation (as defined below)) with respect thereto was delivered to the Company on the date hereof. The date of the closing of the initial exercise of the 2016 Warrants shall be referred to as the "Closing Date." Notwithstanding anything herein to the contrary, in the event that the exercise of the 2016 Warrants would otherwise cause the Holder to exceed the beneficial ownership limitations ("Beneficial Ownership Limitation") in the 2016 Warrants, the Company shall only issue such number of Warrant Shares to the Holder (as instructed in writing by Holder) that would not cause

such Holder to exceed the maximum number of Warrant Shares permitted thereunder with the balance to be held in abeyance until the balance (or portion thereof) may be issued in compliance with such limitations. Holder shall provide a written notice of deemed exercise pursuant to the terms of the 2016 Warrants, as amended hereby, to the Company promptly when any additional Warrant Shares may be issued in compliance with the Beneficial Ownership Limitation (including, without limitation, with respect to the balance of the Warrant Shares when the Holder holds less than the Beneficial Ownership Limitation).

Section 1.3 Filing of Form 8-K. Prior to 9:30 am ET on February 8, 2019, the Company shall issue a Current Report on Form 8-K disclosing the material terms of the transactions contemplated hereby, which shall include this form of Agreement as an exhibit (the "8-K Filing"). From and after the issuance of the 8-K Filing, the Company represents to the Holder that it shall not be in possession of any material, nonpublic information received from the Company, any of its Subsidiaries (as defined below) or any of their respective officers, directors, employees or agents, that is not disclosed in the 8-K Filing. In addition, effective upon the filing of the 8-K Filing, the Company acknowledges and agrees that any and all confidentiality or similar obligations under any agreement, whether written or oral, between the Company, any of its Subsidiaries or any of their respective officers, directors, employees or agents, on the one hand, and the Holder or any of its affiliates, on the other hand, shall terminate. The Company shall not, and shall cause each of its Subsidiaries and its and each of their respective officers, directors, employees and agents, not to, provide the Holder with any material, nonpublic information regarding the Company or any of its Subsidiaries from and after the date hereof without the express prior written consent of the Holder. To the extent that the Company, any of its Subsidiaries or any of their respective officers, directors, employees or agents, delivers any material, non-public information to the Holder without the Holder's consent, the Company hereby covenants and agrees that the Holder shall not have any duty of confidentiality with respect to, or a duty not to trade on the basis of, such material, non-public information. As used herein, "Subsidiary" means any subsidiary of the Company, and shall, where applicable, also include any direct or indirect subsidiary of the Company formed or acquired after the date hereof.

Section 1.4 Filing of Prospectus Supplement. Contemporaneously with the filing of the 8-K Filing reference in Section 1.3 above, the Company shall also file a prospectus supplement to the registration statement on Form S-3 (File No. 333-213980) (the "Registration Statement") disclosing the Amended Exercise Price of the 2016 Warrants (the "Prospectus Supplement").

Section 1.5 Mutual Release. Each party hereto on behalf of itself and its affiliates (collectively, the "Releasing Parties") hereby unconditionally release and forever discharge the other party hereto, including, but not limited to, all of such other party's present and former subsidiaries, affiliate companies, shareholders, officers, directors, employees, attorneys and agents, from any and all causes of action, demands, claims, contracts, encumbrances, liabilities, obligations, expenses, losses, and rights of every nature and description, whether arising or pleaded in law or in equity, under contract, statute, tort or otherwise, whether known or unknown, whether accrued, potential, inchoate, liquidated, contingent or actual, asserted or that might have been asserted which the Releasing Parties now have, have ever had or may hereafter have, accruing or arising contemporaneously with, or before the date hereof, based upon or arising out of the 2016 Warrants. The Holder agrees that none of the Company nor its present and former subsidiaries, affiliate companies, shareholders, officers, directors, employees, attorneys and agents shall have any liability to the Holder's Releasing Parties, whatsoever due to or in connection with the Company's use or non-disclosure of the Information (as defined in Section 2.2(d)) or otherwise as a result of the transactions contemplated herein, and the Holder hereby irrevocably waives any claim that it might have based on the failure of the Company to disclose the Information. For the avoidance of doubt, this mutual release shall not release any Releasing Party of its obligations, if any, under this Agreement, in connection with the Shares or any other agreement by and between the Company and the Holder.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the Company. The Company hereby makes the representations and warranties set forth below to the Holder that as of the date of its execution of this Agreement:

(a) Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement by the Company and the consummation by it of the transactions contemplated hereby have been duly authorized by all necessary action on the part of such Company and no further action is required by such Company, its board of directors or its stockholders in connection therewith other than in connection with the filings required pursuant to Section 1.3 of this Agreement. This Agreement has been duly executed by the Company and, when delivered in accordance with the terms hereof will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(b) Organization. The Company is a duly organized and validly existing corporation in good standing under the laws of the State of Delaware.

(c) Registration Statement. The Warrant Shares are registered for resale on the Registration Statement and the Company knows of no reasons why such registration statement (following the filing of the Prospectus Supplement) shall not remain available for the resale of such Warrant Shares for the foreseeable future. The Company shall use commercially reasonable efforts to keep the Registration Statement effective and available for the resale of the Warrant Shares underlying the 2016 Warrants until all Warrant Shares have been sold thereunder or are sold under Rule 144 of the Securities Act of 1933, as amended (the "Securities Act"). If the Company is unable to keep the Registration Statement effective and available through such time despite their commercially reasonable efforts, either the Company or the Holder may, by delivering written notice to the other, terminate all remaining obligations under this Agreement.

(d) No Conflicts. The execution, delivery and performance of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby do not and will not: (i) conflict with or violate any provision of the Company's certificate of incorporation, bylaws or other organizational or charter documents, or (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any lien upon any of the properties or assets of the Company, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any material agreement, credit facility, debt or other material instrument (evidencing Company debt or otherwise) or other material understanding to which the Company is a party or by which any property or asset of the Company is bound or affected, or (iii) conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company is bound or affected, except in the case of each of clauses (ii) and (iii), such as would not have or reasonably be expected to result in (i) a material adverse effect on the legality, validity or enforceability of this Agreement, (ii) a material adverse effect on the results of operations, assets, business or condition (financial or otherwise) of the Company and its subsidiaries, taken as a whole, or (iii) a material adverse effect on the Company's ability to perform in any material respect on a timely basis its obligations under this Agreement (any of (i), (ii) or (iii), a "Material Adverse Effect").

(e) Disclosure. Except with respect to the material terms and conditions of the transactions contemplated by this Agreement, the Company confirms that neither it nor any other Person acting on its behalf has provided any of Holder or their agents or counsel with any information that it believes constitutes or might constitute material, non-public information. The Company understands and confirms that the Holder will rely on the foregoing representation in effecting transactions in securities of the Company. As of the date of this Agreement, all of the disclosure when furnished by or on behalf of the Company to the Holder regarding the Company and its Subsidiaries, their respective businesses and the transactions contemplated hereby, including but not limited to the disclosure set forth in the SEC Reports, is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. As used herein, "SEC Reports" means

all reports, schedules, forms, statements and other documents required to be filed by the Company as of the date of this Agreement with the Commission pursuant to the reporting requirements of the Securities Exchange Act of 1934, as amended, including all exhibits included therein and financial statements, notes and schedules thereto and documents incorporated by reference therein.

Section 2.2 Representations and Warranties of the Holder. The Holder hereby makes the representations and warranties set forth below to the Company that as of the date of its execution of this Agreement.

(a) Organization; Due Authorization. The Holder is either an individual or an entity duly incorporated or formed, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation with full right, corporate, partnership, limited liability company or similar power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations hereunder. The Holder represents and warrants that (i) the execution and delivery of this Agreement by it and the consummation by it of the transactions contemplated hereby have been duly authorized by all necessary action on its behalf and (ii) this Agreement has been duly executed and delivered by the Holder and constitutes the valid and binding obligation of the Holder, enforceable against it in accordance with its terms.

(b) Understandings or Arrangements. The Holder is acquiring the Warrant 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 Warrant Shares (this representation and warranty not limiting the Holder's right to sell the Warrant Shares pursuant to a registration statement or otherwise in compliance with applicable federal and state securities laws). The Holder is acquiring the Warrant Shares hereunder in the ordinary course of its business.

(c) No Conflicts. The Holder represents and warrants that the execution, delivery and performance of this Agreement by the Holder and the consummation by the Holder of the transactions contemplated hereby do not and will not: (i) conflict with or violate any provision of the Holder's organizational or charter documents, or (ii) conflict with or result in a violation of any agreement, law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority which would interfere with the ability of the Holder to perform its obligations under this Agreement.

(d) Access to Information. The Holder 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 exercise of the 2016 Warrants and the merits and risks of investing in the Warrant Shares, the terms and conditions of the offering of the Warrant Shares and the merits and risks of investing in the Warrant Shares; (ii) access to information about the Company and its general affairs, business, prospects, management, assets, stockholders' equity, results of operations or financial condition (collectively, the "Information") 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. The Holder acknowledges and agrees that neither Canaccord Genuity LLC (the "Advisor") nor any affiliate of the Advisor has provided the Holder with any information or advice with respect to the Warrant Shares. Neither the Advisor nor any affiliate has made or makes any representation as to the Company or the quality of the securities issuable hereunder and the Advisor and any affiliate may have acquired non-public information with respect to the Company which the Holder agrees need not be provided to it. In connection with the issuance of the securities hereunder to the Holder, neither the Advisor nor any of its affiliates has acted as a financial advisor or fiduciary to the Holder. The Holder acknowledges and understands that (w) the Company may possess material nonpublic information regarding the Company not known to the Holder that may impact the value of the 2016 Warrants and the Warrant Shares, including, without limitation, (x) information known by principals and employees of the Company in their capacities as directors, officers, significant stockholders and/or affiliates of the Company, and (y) other confidential Information of the Company, and that the Company is unable to disclose the Information to the Holder. The Holder understands, based on its experience, the disadvantage to which the Holder is subject due to the disparity of information between the Company and the Holder. Notwithstanding such disparity, the Holder has deemed it appropriate to enter into this Agreement and to consummate the transactions contemplated herein.

(e) Holder Status. The Holder represents and warrants that at the time the Holder was offered the Warrant Shares, it was, and as of the date hereof it is, an “accredited investor” as defined in Rule 501 under the Securities Act.

(f) Knowledge. The Holder, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Warrant Shares, and has so evaluated the merits and risks of such investment. The Holder is able to bear the economic risk of an investment in the Warrant Shares and, at the present time, is able to afford a complete loss of such investment.

ARTICLE III MISCELLANEOUS

Section 3.1 Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be made by email to the email address of the Holder set forth on Holders’ signature page.

Section 3.2 Successors. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties; provided however that no party may assign this Agreement or the obligations and rights of such party hereunder without the prior written consent of the other parties hereto.

Section 3.3 Execution. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof.

Section 3.4 Severability. If any provision of this Agreement is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Agreement shall not in any way be affected or impaired thereby and the parties will attempt to agree upon a valid and enforceable provision that is a reasonable substitute therefor, and upon so agreeing, shall incorporate such substitute provision in this Agreement.

Section 3.5 Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be determined pursuant to the internal law of the State of Delaware.

Section 3.6 Entire Agreement. This Agreement and the 2016 Warrants, together with the exhibits and schedules thereto, contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules.

Section 3.7 Construction. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party. Capitalized terms not otherwise defined herein shall have the meanings set forth in the 2016 Warrants.

Section 3.8 Fees and Expenses. Except as expressly set forth herein, each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement. The Company shall pay all transfer agent fees, stamp taxes and other taxes and duties levied in connection with the delivery of any Warrant Shares.

IN WITNESS WHEREOF, the undersigned have executed this Warrant Amendment and Exercise Agreement as of the date first written above.

COMPANY:

HISTOGENICS CORPORATION

By: _____
Name: Adam Gridley
Title: Chief Executive Officer

Bank Account and Wire Instructions

For incoming wires, please use the following information:

Bank	Silicon Valley Bank 3003 Tasman Drive Santa Clara, CA 95054
Routing and Transit Number	121140399
Account number	3300591053
Account Name: Address:	Histogenics Corporation 830 Winter St, 3 rd Floor Waltham, MA 02451
SWIFT Code (for international wires only)	SVBKUS6S

**[HOLDER SIGNATURE PAGES TO HSGX
WARRANT AMENDMENT AND EXERCISE AGREEMENT]**

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

Name of Holder: _____

Signature of Authorized Signatory of Holder: _____

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Email Address of Holder: _____

Number of 2016 Warrants held: _____

Number of 2016 Warrants deemed exercised: _____

Aggregate Exercise Price of Warrants deemed Exercised: _____

Warrant Shares underlying 2016 Warrants deemed exercised: _____

Instructions for Warrant Shares to be issued upon initial exercise of 2016 Warrants:

Broker Name & DTC Participant #:

Further Credit Acct #:

Contact phone number:

Method of Delivery: DWAC

WARRANT EXERCISE AGREEMENT

This Warrant Exercise Agreement (this “Agreement”), dated as of February 8, 2019, is by and between Histogenics Corporation, a Delaware corporation (the “Company”), and the undersigned holder (the “Holder”) of warrants to purchase shares of the Company’s common stock, par value \$0.01 per share (the “Common Stock”).

WHEREAS, the Holder beneficially owns warrants to purchase in the aggregate the number of shares of Common Stock with an exercise price of \$0.70 per share that are exercisable until October 10, 2023, as set forth on the Holder’s signature page hereto (the “2018 Warrants”);

WHEREAS, in order to induce the Holder to fully exercise the 2018 Warrants, the Company’s board of directors, in accordance with Section 2(e) of the 2018 Warrants, has reduced the exercise price thereof to \$0.01 per share (the “Amended Exercise Price”), provided that the 2018 Warrants are exercised prior to February 8, 2019; and

WHEREAS, the Holder desires to fully exercise such 2018 Warrants in the amounts set forth on the applicable signature pages hereto using the Amended Exercise Price. The shares of Common Stock underlying the 2018 Warrants are referred to herein as the “Warrant Shares”.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Holder and the Company agree as follows:

**ARTICLE I
EXERCISE OF 2018 WARRANTS**

Section 1.1 Exercise of Warrants. Subject to the conditions in Sections 2(a) and (d) of each of the 2018 Warrants and the terms hereof, by executing this Agreement, the Company and the Holder hereby agree that the Holder shall be deemed to have exercised the 2018 Warrants held by such Holder for the number of shares of Common Stock set forth on the signature page hereto for aggregate cash proceeds to the Company in the amount set forth on the Holder’s signature page hereto pursuant to the terms of the 2018 Warrants, except that the exercise price thereunder shall be the Amended Exercise Price. The Holder shall deliver the aggregate cash exercise price for such 2018 Warrants to the bank account set forth on the Company’s signature page hereto within two Trading Days after the date hereof and the Company shall cause its transfer agent to deliver the Warrant Shares, without any restricted legend or other restrictions on transfer, to the Holder via the Depository Trust Company Deposit or Withdrawal at Custodian system pursuant to the terms of the 2018 Warrants and the DWAC instructions set forth on the Holder’s signature page hereto as if a notice of exercise (subject to reduction for the Beneficial Ownership Limitation (as defined below)) with respect thereto was delivered to the Company on the date hereof. The date of the closing of the exercise of the 2018 Warrants shall be referred to as the “Closing Date.” Notwithstanding anything herein to the contrary, in the event that the exercise of the 2018 Warrants would otherwise cause the Holder to exceed the beneficial ownership limitations (“Beneficial Ownership Limitation”) in the 2018 Warrants, the Company shall only issue such number of Warrant Shares to the Holder (as instructed in writing by Holder) that would not cause such Holder to exceed the maximum number of Warrant Shares permitted thereunder with the balance to be held in abeyance until the balance (or portion thereof) may be issued in compliance with such limitations. Holder shall provide a written notice of deemed exercise pursuant to the terms of the 2018 Warrants, as modified hereby, to the Company promptly when any additional Warrant Shares may be issued in compliance with the Beneficial Ownership Limitation (including, without limitation, with respect to the balance of the Warrant Shares when the Holder holds less than the Beneficial Ownership Limitation).

Section 1.2 Filing of Form 8-K. Prior to 9:30 am ET on February 8, 2019, the Company shall issue a Current Report on Form 8-K disclosing the material terms of the transactions contemplated hereby, which shall include this form of Agreement as an exhibit (the “8-K Filing”). From and after the issuance of the 8-K Filing, the Company represents to the Holder that it shall not be in possession of any material, nonpublic information received from the Company, any of its Subsidiaries (as defined below) or any of their respective officers, directors, employees or agents, that is not disclosed in the 8-K Filing. In addition, effective upon the filing of the 8-K Filing,

the Company acknowledges and agrees that any and all confidentiality or similar obligations under any agreement, whether written or oral, between the Company, any of its Subsidiaries or any of their respective officers, directors, employees or agents, on the one hand, and the Holder or any of its affiliates, on the other hand, shall terminate. The Company shall not, and shall cause each of its Subsidiaries and its and each of their respective officers, directors, employees and agents, not to, provide the Holder with any material, nonpublic information regarding the Company or any of its Subsidiaries from and after the date hereof without the express prior written consent of the Holder. To the extent that the Company, any of its Subsidiaries or any of their respective officers, directors, employees or agents, delivers any material, non-public information to the Holder without the Holder's consent, the Company hereby covenants and agrees that the Holder shall not have any duty of confidentiality with respect to, or a duty not to trade on the basis of, such material, non-public information. As used herein, "Subsidiary" means any subsidiary of the Company, and shall, where applicable, also include any direct or indirect subsidiary of the Company formed or acquired after the date hereof.

Section 1.3 Mutual Release. Each party hereto on behalf of itself and its affiliates (collectively, the "Releasing Parties") hereby unconditionally release and forever discharge the other party hereto, including, but not limited to, all of such other party's present and former subsidiaries, affiliate companies, shareholders, officers, directors, employees, attorneys and agents, from any and all causes of action, demands, claims, contracts, encumbrances, liabilities, obligations, expenses, losses, and rights of every nature and description, whether arising or pleaded in law or in equity, under contract, statute, tort or otherwise, whether known or unknown, whether accrued, potential, inchoate, liquidated, contingent or actual, asserted or that might have been asserted which the Releasing Parties now have, have ever had or may hereafter have, accruing or arising contemporaneously with, or before the date hereof, based upon or arising out of the 2018 Warrants. The Holder agrees that none of the Company nor its present and former subsidiaries, affiliate companies, shareholders, officers, directors, employees, attorneys and agents shall have any liability to the Holder's Releasing Parties, whatsoever due to or in connection with the Company's use or non-disclosure of the Information (as defined in Section 2.2(d)) or otherwise as a result of the transactions contemplated herein, and the Holder hereby irrevocably waives any claim that it might have based on the failure of the Company to disclose the Information. For the avoidance of doubt, this mutual release shall not release any Releasing Party of its obligations, if any, under this Agreement, in connection with the Shares or any other agreement by and between the Company and the Holder.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the Company. The Company hereby makes the representations and warranties set forth below to the Holder that as of the date of its execution of this Agreement:

(a) Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement by the Company and the consummation by it of the transactions contemplated hereby have been duly authorized by all necessary action on the part of such Company and no further action is required by such Company, its board of directors or its stockholders in connection therewith other than in connection with the filings required pursuant to Section 1.2 of this Agreement. This Agreement has been duly executed by the Company and, when delivered in accordance with the terms hereof will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(b) Organization. The Company is a duly organized and validly existing corporation in good standing under the laws of the State of Delaware.

(c) Registration Statement. The Warrant Shares are registered for issuance on a Form S-3 Registration Statement (the "Registration Statement") and the Company knows of no reasons why such registration

statement shall not remain available for the issuance of such Warrant Shares for the foreseeable future. The Company shall use commercially reasonable efforts to keep the Registration Statement effective and available for the issuance of the Warrant Shares underlying the 2018 Warrants until all Warrant Shares have been sold thereunder or are sold under Rule 144 of the Securities Act of 1933, as amended (the "Securities Act"). If the Company is unable to keep the Registration Statement effective and available through such time despite their commercially reasonable efforts, either the Company or the Holder may, by delivering written notice to the other, terminate all remaining obligations under this Agreement.

(d) No Conflicts. The execution, delivery and performance of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby do not and will not: (i) conflict with or violate any provision of the Company's certificate of incorporation, bylaws or other organizational or charter documents, or (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any lien upon any of the properties or assets of the Company, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any material agreement, credit facility, debt or other material instrument (evidencing Company debt or otherwise) or other material understanding to which the Company is a party or by which any property or asset of the Company is bound or affected, or (iii) conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company is bound or affected, except in the case of each of clauses (ii) and (iii), such as would not have or reasonably be expected to result in (i) a material adverse effect on the legality, validity or enforceability of this Agreement, (ii) a material adverse effect on the results of operations, assets, business or condition (financial or otherwise) of the Company and its subsidiaries, taken as a whole, or (iii) a material adverse effect on the Company's ability to perform in any material respect on a timely basis its obligations under this Agreement (any of (i), (ii) or (iii), a "Material Adverse Effect").

(e) Disclosure. Except with respect to the material terms and conditions of the transactions contemplated by this Agreement, the Company confirms that neither it nor any other Person acting on its behalf has provided any of Holder or their agents or counsel with any information that it believes constitutes or might constitute material, non-public information. The Company understands and confirms that the Holder will rely on the foregoing representation in effecting transactions in securities of the Company. As of the date of this Agreement, all of the disclosure when furnished by or on behalf of the Company to the Holder regarding the Company and its Subsidiaries, their respective businesses and the transactions contemplated hereby, including but not limited to the disclosure set forth in the SEC Reports, is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. As used herein, "SEC Reports" means all reports, schedules, forms, statements and other documents required to be filed by the Company as of the date of this Agreement with the Commission pursuant to the reporting requirements of the Securities Exchange Act of 1934, as amended, including all exhibits included therein and financial statements, notes and schedules thereto and documents incorporated by reference therein.

Section 2.2 Representations and Warranties of the Holder. The Holder hereby makes the representations and warranties set forth below to the Company that as of the date of its execution of this Agreement.

(a) Organization; Due Authorization. The Holder is either an individual or an entity duly incorporated or formed, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation with full right, corporate, partnership, limited liability company or similar power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations hereunder. The Holder represents and warrants that (i) the execution and delivery of this Agreement by it and the consummation by it of the transactions contemplated hereby have been duly authorized by all necessary action on its behalf and (ii) this Agreement has been duly executed and delivered by the Holder and constitutes the valid and binding obligation of the Holder, enforceable against it in accordance with its terms.

(b) Understandings or Arrangements. The Holder is acquiring the Warrant 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 Warrant Shares (this representation and warranty not limiting the Holder's right to sell the Warrant Shares pursuant to a registration statement or otherwise in compliance with applicable federal and state securities laws). The Holder is acquiring the Warrant Shares hereunder in the ordinary course of its business.

(c) No Conflicts. The Holder represents and warrants that the execution, delivery and performance of this Agreement by the Holder and the consummation by the Holder of the transactions contemplated hereby do not and will not: (i) conflict with or violate any provision of the Holder's organizational or charter documents, or (ii) conflict with or result in a violation of any agreement, law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority which would interfere with the ability of the Holder to perform its obligations under this Agreement.

(d) Access to Information. The Holder 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 exercise of the 2018 Warrants and the merits and risks of investing in the Warrant Shares, the terms and conditions of the offering of the Warrant Shares and the merits and risks of investing in the Warrant Shares; (ii) access to information about the Company and its general affairs, business, prospects, management, assets, stockholders' equity, results of operations or financial condition (collectively, the "Information") 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. The Holder acknowledges and agrees that neither Canaccord Genuity LLC (the "Advisor") nor any affiliate of the Advisor has provided the Holder with any information or advice with respect to the Warrant Shares. Neither the Advisor nor any affiliate has made or makes any representation as to the Company or the quality of the securities issuable hereunder and the Advisor and any affiliate may have acquired non-public information with respect to the Company which the Holder agrees need not be provided to it. In connection with the issuance of the securities hereunder to the Holder, neither the Advisor nor any of its affiliates has acted as a financial advisor or fiduciary to the Holder. The Holder acknowledges and understands that (w) the Company may possess material nonpublic information regarding the Company not known to the Holder that may impact the value of the 2018 Warrants and the Warrant Shares, including, without limitation, (x) information known by principals and employees of the Company in their capacities as directors, officers, significant stockholders and/or affiliates of the Company, and (y) other confidential Information of the Company, and that the Company is unable to disclose the Information to the Holder. The Holder understands, based on its experience, the disadvantage to which the Holder is subject due to the disparity of information between the Company and the Holder. Notwithstanding such disparity, the Holder has deemed it appropriate to enter into this Agreement and to consummate the transactions contemplated herein.

(e) Holder Status. The Holder represents and warrants that at the time the Holder was offered the Warrant Shares, it was, and as of the date hereof it is, an "accredited investor" as defined in Rule 501 under the Securities Act.

(f) Knowledge. The Holder, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Warrant Shares, and has so evaluated the merits and risks of such investment. The Holder is able to bear the economic risk of an investment in the Warrant Shares and, at the present time, is able to afford a complete loss of such investment.

ARTICLE III MISCELLANEOUS

Section 3.1 Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be made by email to the email address of the Holder set forth on Holders' signature page.

Section 3.2 Successors. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties; provided however that no party may assign this Agreement or the obligations and rights of such party hereunder without the prior written consent of the other parties hereto.

Section 3.3 Execution. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof.

Section 3.4 Severability. If any provision of this Agreement is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Agreement shall not in any way be affected or impaired thereby and the parties will attempt to agree upon a valid and enforceable provision that is a reasonable substitute therefor, and upon so agreeing, shall incorporate such substitute provision in this Agreement.

Section 3.5 Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be determined pursuant to the internal law of the State of Delaware.

Section 3.6 Entire Agreement. This Agreement and the 2018 Warrants, together with the exhibits and schedules thereto, contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules.

Section 3.7 Construction. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party. Capitalized terms not otherwise defined herein shall have the meanings set forth in the 2018 Warrants.

Section 3.8 Fees and Expenses. Except as expressly set forth herein, each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement. The Company shall pay all transfer agent fees, stamp taxes and other taxes and duties levied in connection with the delivery of any Warrant Shares.

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

COMPANY:

HISTOGENICS CORPORATION

By: _____
Name: Adam Gridley
Title: Chief Executive Officer

Bank Account and Wire Instructions

For incoming wires, please use the following information:

Bank	Silicon Valley Bank 3003 Tasman Drive Santa Clara, CA 95054
Routing and Transit Number	121140399
Account number	3300591053
Account Name: Address:	Histogenics Corporation 830 Winter St, 3 rd Floor Waltham, MA 02451
SWIFT Code (for international wires only)	SVBKUS6S

**[HOLDER SIGNATURE PAGES TO HSGX
WARRANT EXERCISE AGREEMENT]**

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

Name of Holder: _____

Signature of Authorized Signatory of Holder: _____

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Email Address of Holder: _____

Number of subject to 2018 Warrants held: _____

Number of 2018 subject to Warrants deemed exercised: _____

Aggregate Exercise Price of Warrants deemed Exercised: _____

Warrant Shares underlying 2018 Warrants deemed exercised: _____

Instructions for Warrant Shares to be issued upon initial exercise of 2018 Warrants:

Broker Name & DTC Participant #:

Further Credit Acct #:

Contact phone number:

Method of Delivery: DWAC