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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT**  
Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

**Date of Report (Date of earliest event reported): January 23, 2026**

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**ImmunityBio, Inc.**  
(Exact name of registrant as specified in its charter)

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

**001-37507**  
(Commission  
File Number)

**43-1979754**  
(IRS Employer  
Identification No.)

**3530 John Hopkins Court**  
**San Diego, California 92121**  
(Address of principal executive offices, including zip code)

**Registrant's telephone number, including area code: (844) 696-5235**

**Not Applicable**  
(Former name or former address, if changed since last report.)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
<b>Common Stock, par value \$0.0001 per share</b>	<b>IBRX</b>	<b>The Nasdaq Global Select Market</b>

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.

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**Item 1.01 Entry into a Material Definitive Agreement.**

On January 23, 2026, ImmunityBio, Inc. (the “Company”) entered into a letter amendment (the “Convertible Note Amendment”) to that certain convertible Second Amended and Restated Promissory Note, dated December 10, 2024, in an outstanding principal amount of \$505.0 million (the “Convertible Promissory Note”), by and among the Company and Nant Capital, LLC (the “Holder”), an entity affiliated with Dr. Patrick Soon-Shiong, the Company’s Executive Chairman and Global Chief Scientific and Medical Officer. The Convertible Promissory Note (December 2024) did not previously provide for a partial conversion of the outstanding principal amount thereunder. The Convertible Note Amendment (January 2026) amended the Convertible Promissory Note (December 2024) to provide that the Holder may convert any portion of the outstanding principal amount of the Convertible Promissory Note (December 2024) into fully paid and nonassessable shares of the Company’s common stock at any time prior to the maturity date. No other changes were made in connection with the Convertible Note Amendment (January 2026).

The foregoing is only a brief description of the material terms of the Convertible Note Amendment (January 2026), does not purport to be a complete description of the rights and obligations of the parties thereunder, and is qualified in its entirety by reference to the Convertible Note Amendment (January 2026) that is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

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**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

Exhibit Number	Description of Exhibit
10.1*	<a href="#">Amendment dated January 23, 2026 to the Second Amended and Restated Promissory Note by and between ImmunityBio, Inc. and Nant Capital, LLC.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

\* Filed herewith.

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## 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.

**IMMUNITYBIO, INC.**

*Registrant*

Date: January 26, 2026

By: /s/ David C. Sachs

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David C. Sachs

Chief Financial Officer

January 23, 2026

Nant Capital, LLC  
450 Duley Road  
El Segundo, California 90245  
Attn: Robert Morse, Chief Financial Officer

Dear Nant Capital, LLC:

Reference is made to that certain Second Amended and Restated Promissory Note issued by ImmunityBio, Inc., a Delaware corporation (the “**Company**”) to Nant Capital, LLC, a Delaware limited liability company (the “**Holder**”), dated December 10, 2024, in the stated principal amount of \$505,000,000 (as amended from time to time, the “**Note**”). Capitalized terms used but not defined herein are used as defined in the Note.

This letter amendment confirms our mutual agreement that:

1. Section 4 of the Note is hereby amended and restated in its entirety to read as follows:

(a) Voluntary Conversion at Investor’s Option. Investor has the right, at Investor’s option, at any time after the date hereof and on or before the Maturity Date (other than any time period beginning on receipt of a notice of prepayment pursuant to **Section 1(c)** hereof and ending on the proposed prepayment date specified in such notice of prepayment), to convert all or a portion of the outstanding principal amount of this Note into fully paid and nonassessable shares of the Company’s common stock at a price per share equal to the Conversion Price. The total combined number of shares of common stock to be issued upon voluntary conversion pursuant to this **Section 4(a)** shall equal (x) the outstanding principal amount of this Note to be so converted divided by (y) the Conversion Price.

(b) Voluntary Conversion upon Notice of Prepayment. Upon receipt of a written notice of prepayment of all or any portion of the outstanding principal amount of this Note from the Company pursuant to **Section 1(c)** hereof following the date hereof, Investor has the right, at Investor’s option and upon written notice from Investor to the Company, at any time prior to the proposed prepayment date specified in such notice of prepayment, to convert all or a portion of the outstanding principal amount of this Note designated to be so prepaid (as specified in such notice of prepayment) into fully paid and nonassessable shares of the Company’s common stock at a price per share equal to the Conversion Price. The total combined number of shares of common stock to be issued upon voluntary conversion pursuant to this **Section 4(b)** shall equal (x) the outstanding principal amount of this Note to be so converted divided by (y) the Conversion Price.

(c) Conversion Pursuant to Section 4(a) or 4(b). Before Investor shall be entitled to convert all or any portion of the outstanding principal amount of this Note into shares of common stock, it shall give written notice to the Company at its principal corporate offices of the election to convert the same pursuant to **Section 4(a)** or **4(b)**, and shall state therein the amount of the outstanding principal amount of this Note to be converted, together with all accrued and unpaid interest thereon. The Company shall, as soon as practicable thereafter, issue and deliver to Investor a certificate or certificates, or evidence of the applicable book entry or entries, for the number of shares to which Investor shall be entitled upon such conversion, including a check payable to Investor for any cash amounts payable as described in **Section 4(d)**. Any conversion of all or any portion of the outstanding principal amount of this Note pursuant to **Section 4(a)** or **4(b)** shall be deemed to have been made upon the satisfaction of all of the conditions set forth in this **Section 4(c)** and on and after such date the Persons entitled to receive the shares issuable upon such conversion shall be treated for all purposes as the record holder of such shares.

(d) Fractional Shares; Interest; Effect of Conversion. No fractional shares shall be issued upon conversion of all or any portion of the outstanding principal amount of this Note. In lieu of the Company issuing any fractional shares to the Investor upon the conversion of all or any portion of the outstanding principal amount of this Note, the Company shall pay to Investor an amount equal to the product obtained by multiplying the applicable Conversion Price by the fraction of a share not issued pursuant to the previous sentence. In addition, to the extent not converted into shares of capital stock, the Company shall pay to Investor any interest accrued on the amount converted and on the amount to be paid by the Company pursuant to the previous sentence. Upon conversion of this Note in full and the payment of the amounts specified in this paragraph, the Company shall be forever released from all its obligations and liabilities hereunder. The conversion of any portion of the outstanding principal amount of this Note shall be equivalent to prepayment in full in cash of such Obligations for all purposes of this Note and, once converted, such amounts shall be deemed paid in full and no longer outstanding hereunder.

(e) Reservation of Stock Issuable Upon Conversion. The Company shall at all times reserve and keep available out of its authorized but unissued shares of common stock solely for the purpose of effecting the conversion of the outstanding principal amount of this Note such number of its shares of common stock as shall from time to time be sufficient to effect the conversion of the outstanding principal amount of this Note; and if at any time the number of authorized but unissued shares of common stock shall not be sufficient to effect the conversion of the entire outstanding principal amount of this Note, without limitation of such other remedies as shall be available to the holder of this Note, the Company will use its reasonable efforts to take such corporate action as may, in the opinion of counsel, be necessary to increase its authorized but unissued shares of common stock to such number of shares as shall be sufficient for such purposes.

Except as expressly set forth herein, the provisions of the Note shall remain unchanged and in full force and effect and the parties hereto hereby ratify and reaffirm each and every term, covenant and condition set forth in the Note as of the date hereof, as amended by this letter amendment. Holder hereby expressly ratifies and reaffirms the continued subordination of the Note in accordance with the terms of the Subordination Agreement.

THIS LETTER AMENDMENT SHALL BE GOVERNED BY THE LAW OF THE STATE OF CALIFORNIA (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAW OF A DIFFERENT JURISDICTION).

This letter amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This letter amendment and the Note constitute the entire agreement among the parties hereto relating to the subject matter hereof and thereof and supersede any and all previous discussions, correspondence, agreements and other understandings, whether oral or written, relating to the subject matter hereof or thereof. This letter amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and shall be binding upon all parties hereto, and their successors and assigns. Any signatures delivered by a party hereto by facsimile transmission or by electronic transmission shall be deemed an original signature hereto.

*[signature page follows]*

Please indicate your agreement to the foregoing by signing in the space indicated below.

Sincerely,

IMMUNITYBIO, INC.

By: /s/ Richard Adcock

Name: Richard Adcock

Title: Chief Executive Officer and President

CONSENTED TO AND AGREED BY:

NANT CAPITAL, LLC

By: /s/ Charles N. Kenworthy

Name: Charles N. Kenworthy

Title: Manager

*[Signature Page to Letter Amendment to 2024 Amended and Restated Promissory Note]*