

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

October 3, 2024
Date of Report (date of earliest event reported)

OpGen, Inc.
(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

001-37367
(Commission
File Number)

06-1614015
(I.R.S. Employer
Identification Number)

23219 Stringtown Road, Suite 300
Clarksburg, MD 20871
(Address of principal executive offices)(Zip code)

(240) 813-1260
(Registrant's telephone number, including area code)

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (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
Common Stock	OPGN	The Nasdaq Capital Market

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 August 22, 2024, OpGen, Inc. (the “Company”) entered into a Securities Purchase Agreement (the “Purchase Agreement”) with AEI Capital Ltd. (the “Purchaser”), pursuant to which the Company had the right, in its discretion, to sell to the Purchaser, at any time prior to September 30, 2024, shares of common stock, par value \$0.01 per share (the “Shares”), of the Company having an aggregate value of up to \$3.0 million (the “Financing”). On October 3, 2024, the Company and the Purchaser entered into a First Amendment to the Purchase Agreement (the “Amendment”). The Amendment amended the Purchase Agreement by: (1) granting the Company the right to sell two additional tranches of common stock to the Purchaser of \$3.0 million each, for an aggregate amount of \$9.0 million under the Purchase Agreement; and (2) extending the Company’s ability to sell shares of common stock to the Purchaser under the Purchase Agreement until December 31, 2025.

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

Item 3.02 Unregistered Sales of Equity Securities.

The disclosure required by this Item and included in Item 1.01 of this Current Report is incorporated herein by reference. The shares of common stock of the Company that may be sold under the Purchase Agreement and Amendment will be sold without registration under the Securities Act of 1933, as amended (the “Securities Act”), in reliance on the exemptions provided by Section 4(a)(2) of the Securities Act and Regulations D and S promulgated thereunder as sales to accredited investors and in reliance on similar exemptions under applicable state laws.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
10.1	First Amendment to Securities Purchase Agreement, dated October 3, 2024, by and between the Company and AEI Capital Ltd.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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, thereunto duly authorized.

Date: October 9, 2024

OpGen, Inc.

By: /s/ John Tan Honjian

Name: John Tan Honjian

Title: Chairman and Chief Executive Officer

FIRST AMENDMENT TO SECURITIES PURCHASE AGREEMENT

This SECURITIES PURCHASE AGREEMENT (this "Amendment") is made and entered into as of October 3, 2024, by and between OpGen, Inc., a Delaware corporation (the "Company"), and AEI Capital Ltd. (the "Purchaser").

RECITALS

WHEREAS, the Company and Purchaser entered into that certain Securities Purchase Agreement, dated as of August 22, 2024 (the "Purchase Agreement"), pursuant to which the Purchaser agreed to purchase up to \$3,000,000 of shares of common stock, par value \$0.01 per share (the "Common Stock"), of the Company; and

WHEREAS, the Company and the Purchaser desire to amend the Purchase Agreement to provide the Company the right to sell two (2) additional tranches of up to \$3,000,000 each of shares of Common Stock to the Purchaser, such that the Purchaser's aggregate obligation to purchase shares of common stock under the Purchase Agreement will be up to \$9,000,000, and to extend the period of time during which the Company can sell shares to the Purchaser, each on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained in this Amendment, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and Purchaser, intending to be legally bound, hereby agree as follows:

1. Definitions. Capitalized terms used, but not defined herein, shall have the meanings assigned to them in the Purchase Agreement.
2. Purchase Period. Section 2.1 of the Purchase Agreement shall be amended and restated in its entirety as follows:

"2.1

(a) Purchase of Common Stock. Upon the terms and subject to the conditions set forth herein, the Company agrees to sell, and the Purchaser agrees to purchase, up to \$3,000,000 (the "Aggregate Purchase Price") of shares of Common Stock (the "Initial Securities"). The Company shall have the right, but not the obligation, to direct the Purchaser, by delivering written notice thereof from time to time following the date hereof and until December 31, 2025, to purchase up to the Aggregate Purchase Price of Initial Securities at the Purchase Price on the applicable Purchase Date (each, an "Initial Securities Purchase").

(b) Additional Purchase. Following the sale of all of the Initial Securities, the Company shall have the option, exercisable at its discretion at any time following the date hereof and until December 31, 2025, to sell, and the Purchaser to agree to purchase, up to \$3,000,000 (the "First Additional Purchase Price") of shares of Common Stock, and, following the sale and purchase in an amount of the First Additional Purchase Price, the Company shall have a further option, exercisable at its discretion at any time thereafter and until December 31, 2025, to sell, and the Purchaser agrees to purchase, up to an additional \$3,000,000 (the "Second Additional Purchase Price," and together with the First Additional Purchase Price, the "Additional Purchase Price," and the shares purchased pursuant to this Section 2.1(b), the "Additional Securities," and together with the Initial Securities, the "Securities"). The Company shall have the right, but not the obligation, to direct the Purchaser, by delivering written notice thereof from time to time following the date hereof and until December 31, 2025, to purchase up to the Additional Purchase Price of Additional Securities at the Purchase Price on the applicable Purchase Date (each, an "Additional Securities Purchase," and together with the Initial Securities Purchase, each a "Securities Purchase").

(c) Purchase Increments. Unless otherwise agreed by the Parties, the Company's right to cause the Purchaser to purchase the Securities pursuant to this Section 2.1 must be exercised in either \$1,000,000 or \$2,000,000 increments.

3. Interpretation. Except as expressly amended by this Amendment, the Purchase Agreement shall remain in full force and effect without change.

4. Counterparts. This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this **FIRST AMENDMENT TO SECURITIES PURCHASE AGREEMENT** as of the date set forth in the first paragraph hereof.

OPGEN, INC.

By: /s/ David Caplon
Name: David Caplon
Title: Controller

Address for Notice:

OpGen, Inc.
23219 Stringtown Road, Suite 300
Clarksburg, MD 20871
Attention: David Lazar, President

With a copy to (which shall not constitute notice):

Ballard Spahr
1735 Market Street
Philadelphia, PA 19103
Attention: Peter Jaslow, Esq.
Email: jaslowp@ballardspahr.com

AEI CAPITAL LTD.

By: /s/ John Tan Honjian
Name: John Tan Honjian
Title: President

Address for Notice:

Duplex Penthouse, Unit A-33A-6
Level 33A, Tower A, UOA
Bangsar Tower
No. 5, Bangsar Utama 1 Road
59000 Kuala Lumpur, Malaysia