

**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): June 23, 2026

Akari Therapeutics, Plc
(Exact Name of Registrant as Specified in Charter)

England and Wales
(State or other jurisdiction
of incorporation)

001-36288
(Commission
File Number)

98-1034922
(I.R.S. Employer
Identification No.)

401 East Jackson Street, Suite 3300
Tampa, FL 33602
(Address, including zip code, of Principal Executive Offices)

Registrant's telephone number, including area code: (929) 274-7510

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

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

Title of each class:	Trading Symbol(s)	Name of each exchange on which registered
American Depositary Shares, each representing 80,000 Ordinary Shares Ordinary Shares, par value \$0.000000005 per share*	AKTX	The Nasdaq Capital Market

* Trading, but only in connection with the American Depositary Shares.

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 disclosed on its Current Report on Form 8-K on May 22, 2026, Akari Therapeutics, Plc (the “Company”) entered into a securities purchase agreement (the “Purchase Agreement”) with certain investors (the “Investors”), pursuant to which the Company agreed to sell and issue in a private placement (the “Offering”) an aggregate of 1,470,588 unregistered American Depositary Shares (“ADSs”), or prefunded warrants to purchase ADSs, each representing 80,000 of the Company’s ordinary shares per ADS, together with Series H warrants, Series I warrants and Series J warrants to purchase an equivalent number of ADSs (the Series H, Series I, and Series J warrants collectively referred to as the “Series Warrants”).

Under the Purchase Agreement, the gross proceeds of the Offering were to be funded in three separate tranches pursuant to three separate closings, the first of which occurred on May 27, 2026 (the “First Closing Date”), and the second and third closings were expected to occur on or about June 15, 2026 (the “Second Closing Date”) and July 15, 2026 (the “Third Closing Date”), respectively.

Subsequent to the First Closing Date, on June 23, 2026, the Company and the Investors entered into an amendment to the Purchase Agreement (the “Amendment”), pursuant to which the parties agreed to combine the Second Closing Date and the Third Closing Date into one consolidated closing, which occurred on June 26, 2026 (the “Combined Closing Date”). Other than establishing the Combined Closing Date, no changes to the Purchase Agreement were made by the Amendment. On the Combined Closing Date, the Company issued and sold to the Investors the remaining 980,395 ADSs, or prefunded warrants in lieu thereof, due under the Purchase Agreement. Delivery of the Series Warrants is contingent upon receipt of shareholder approval at the Company’s annual general meeting of shareholders to be held on June 30, 2026.

The foregoing summary of the terms of the Amendment is subject to, and qualified in its entirety by, the full text of such agreement, which is filed as Exhibit 10.1, to this Current Report on Form 8-K and is incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.**(d) Exhibits**

Exhibit No.	Description
10.1	Form of Amendment to Securities Purchase Agreement, dated June 23, 2026, by and among Akari Therapeutics, Plc and the purchasers party thereto
104	The cover page from this Current Report on Form 8-K, formatted in Inline XBRL.

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.

Akari Therapeutics, Plc

Date: June 26, 2026

By: /s/ Kameel Farag

Kameel Farag

Interim Chief Financial Officer

AMENDMENT NO. 1 TO SECURITIES PURCHASE AGREEMENT

This Amendment No. 1 to Securities Purchase Agreement (this “Amendment”) is entered into as of June 23, 2026, by and between Akari Therapeutics, Plc, a public company with limited liability incorporated under the laws of England and Wales (the “Company”), and each of the investors identified on the signature pages hereto (each, an “Investor,” and collectively, the “Investors,” and together with the Company, the “Parties”). Capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Agreement.

RECITALS

WHEREAS, the Parties previously entered into that certain Securities Purchase Agreement dated as of May 20, 2026 (the “Agreement”), which contemplated a three-tranche investment structure consisting of an initial closing, a second closing, and a third closing;

WHEREAS, the initial closing under the Agreement occurred on May 27, 2026, in accordance with the terms of the Agreement;

WHEREAS, pursuant to the Agreement, the second closing was scheduled to occur on June 15, 2026, and the third closing was scheduled to occur on July 15, 2026; and

WHEREAS, the Parties now desire to consolidate the second closing and the third closing into a single combined closing to occur on June 26, 2026, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Consolidated Closing Date.** Notwithstanding anything to the contrary in the Agreement, the Parties hereby agree that the second closing and the third closing, as contemplated by the Agreement, shall be consolidated and shall occur as a single combined closing (the “Combined Closing”) on June 26, 2026, or such other date as the Parties may mutually agree in writing (the “Combined Closing Date”).
 2. **Aggregate Investment Amount.** The aggregate investment amount to be funded at the Combined Closing shall equal the sum of the investment amounts that were previously contemplated to be funded at the second closing and the third closing, respectively, as set forth in the Agreement, without reduction or offset, as set forth on Schedule A hereto with respect to the aggregate investment amount to be funded, and aggregate Placed Shares, aggregate Placed ADSs to be issued and sold in the Combined Closing, and the aggregate investment amount to be funded, and aggregate Placed Shares, aggregate Placed ADSs to be issued and sold to each Purchaser.
 3. **Terms and Conditions.** Except as expressly modified by this Amendment, all terms and conditions of the Agreement applicable to the second closing and the third closing shall apply to the Combined Closing, including, without limitation, any conditions precedent, representations and warranties, and deliverables required in connection with each such closing.
 4. **No Further Modification.** Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and confirmed in its entirety. In the event of any conflict between this Amendment and the Agreement with respect to the subject matter hereof, this Amendment shall control.
 5. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding to the same extent as original signatures.
 6. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles.
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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized representatives as of the date first written above.

AKARI THERAPEUTICS, PLC

By: _____
Name: Abizer Gaslightwala
Title: President and Chief Executive Officer
Date:

DONALD WOJNOWSKI

By: _____
Name: Donald Wojnowski
Date:

THOMAS MOLLICK

By: _____
Name: Thomas Mollick
Date:

JOSEPH NACHTRAB

By: _____
Name: Joseph Nachtrab
Date:

ERIC BORELL

By: _____
Name: Donald Wojnowski
Date:

**MATTHEW JOSEPH NACHTRAB REVOCABLE TRUST DTD
12/18/2014**

By: _____
Name: Matthew Nachtrab
Title: Trustee
Date:

PAUL M. ARNOLD AND MARY JO ARNOLD

By: _____
Name: Paul M. Arnold
Date:

SCHEDULE A
