

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): November 14, 2025

Unicycive Therapeutics, Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-40582
(Commission File Number)

81-3638692
(IRS Employer
Identification No.)

4300 El Camino Real, Suite 210
Los Alto, CA 94022
(Address of principal executive offices)

Registrant's telephone number, including area code: (650) 351-4495

(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:

- ☐ 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	UNCY	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 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

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 8.01. Other Events.

As previously reported, pursuant to a sales agreement prospectus, dated November 20, 2024 (as supplemented on June 13, 2025, the “Sales Agreement Prospectus”), included in the Shelf Registration Statement (the “Registration Statement”) on Form S-3 (File No. 333-283210) of Unicycive Therapeutics, Inc. (the “Company”), which Registration Statement was declared effective on November 20, 2024, the Company entered into the Sales Agreement, dated November 13, 2024 (the “Sales Agreement”), with Guggenheim Securities, LLC, as sales agent (the “Agent”) to sell shares of its common stock, par value \$0.001 per share (the “Common Stock”), having an aggregate offering price of up to \$50,000,000 (the “Shares”) from time to time, through an “at the market offering” (the “ATM Offering”) as defined in Rule 415 under the Securities Act of 1933, as amended.

On November 14, 2025, the Company entered into an Amendment No. 1 to Sales Agreement with the Agent (the “Amendment”) to increase the number of Shares that may be sold in the ATM Offering to \$100,000,000 (the “ATM Sales Increase”).

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 Amendment. A copy of the Amendment is filed herewith as Exhibit 1.1 and is incorporated by reference herein and into the Registration Statement. An opinion of Sheppard Mullin Richter and Hampton LLP with respect to the validity of additional Shares of the Company’s Common Stock that may be offered and sold pursuant to the Sales Agreement, as amended by the Amendment, pursuant to the ATM Sales Increase is filed herewith as Exhibit 5.1 and is incorporated by reference into the Registration Statement.

The Company has filed a supplement to the Sales Agreement Prospectus with the U.S. Securities and Exchange Commission to address the Amendment on November 14, 2025.

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

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
1.1	Amendment No. 1 to Sales Agreement, dated November 14, 2025, between Unicycive Therapeutics, Inc. and Guggenheim Securities, LLC
5.1	Opinion of Sheppard Mullin Richter & Hampton LLP
23.1	Consent of Sheppard Mullin Richter & Hampton LLP (included in Exhibit 5.1)
104	Cover Page Interactive Data File - the cover page XBRL tags are 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 hereunto duly authorized.

Dated: November 14, 2025

UNICYCIVE THERAPEUTICS, INC.

By: /s/ Shalabh Gupta

Name: Shalabh Gupta

Title: Chief Executive Officer

UNICYCIVE THERAPEUTICS, INC.

AMENDMENT NO. 1 TO SALES AGREEMENT

November 14, 2025

This Amendment No. 1 (“**Amendment No. 1**”) amends that certain Sales Agreement, dated as of November 13, 2024 (the “**Agreement**”), by and between Unicycive Therapeutics, Inc., a Delaware corporation (the “**Company**”), and Guggenheim Securities, LLC, as sales agent (the “**Agent**”). Defined terms used herein and not otherwise defined shall have the meaning assigned to such terms in the Agreement.

WITNESSETH THAT:

WHEREAS, Section 15 of the Agreement permits the Company and the Agent to amend the Agreement; and

WHEREAS, the Company and the Agent now desire to amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Agent agree as follows:

1. The first paragraph of Section 1 of the Agreement is amended and restated in its entirety as set forth below:

“The Company agrees that, from time to time during the term of this Agreement, on the terms and subject to the conditions set forth herein, it may issue and sell through the Agent up to \$100,000,000 of shares of common stock, \$0.001 par value per share, of the Company (the “**Common Stock**”), subject to the limitations set forth in Section 5(c) (the “**Placement Shares**”). Notwithstanding anything to the contrary contained herein, the parties hereto agree that compliance with the limitation set forth in this Section 1 on the aggregate gross sales price of Placement Shares that may be issued and sold under this Agreement from time to time shall be the sole responsibility of the Company, and that the Agent shall have no obligation in connection with such compliance. The issuance and sale of Placement Shares through the Agent will be effected pursuant to the Registration Statement (as defined below) filed by the Company with the Securities and Exchange Commission (the “**Commission**”) and declared effective by the Commission, although nothing in this Agreement shall be construed as requiring the Company to issue any Placement Shares.”

2. The first clause of the second paragraph of Section 1 of the Agreement is amended and restated in its entirety as set forth below:

“The Company has prepared and filed,”

3. The reference to the date of the Agreement in each of (i) the form of Placement Notice included as Schedule 1 of the Agreement and (ii) the form of Officer’s Certificate included as Exhibit 7(m) of the Agreement is hereby revised to read “November 13, 2024, as amended by Amendment No. 1 thereto, dated November 14, 2025.”

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

5. This Amendment No. 1 shall become effective as of the date set forth above.

6. Section 15 of the Agreement is supplemented and amended such that this Amendment No. 1 and the Agreement, as amended hereby, constitute the entire agreement of the parties to the Agreement and supersedes all prior written or oral and all contemporaneous oral agreements, understandings and negotiations with respect to the subject matter hereof.

7. Except as amended hereby, the Agreement as now in effect is ratified and confirmed hereby in all respects. For the avoidance of doubt, this Amendment No. 1 and all of its provisions shall be deemed to be a part of the Agreement, as amended hereby.

8. This Amendment No. 1 shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed in such state. Any legal suit, action or proceeding arising out of or based upon this Amendment No. 1 or the transactions contemplated hereby may be instituted in the federal courts of the United States of America located in the Borough of Manhattan in the City of New York or the courts of the State of New York in each case located in the Borough of Manhattan in the City of New York (collectively, the “**Specified Courts**”), and each party irrevocably submits to the exclusive jurisdiction (except for proceedings instituted in regard to the enforcement of a judgment of any such court, as to which such jurisdiction is non-exclusive) of such courts in any such suit, action or proceeding. Service of any process, summons, notice or document by mail to such party’s address set forth in the Agreement shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or other proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such suit, action or other proceeding brought in any such court has been brought in an inconvenient forum.

9. This Amendment No. 1 may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed Amendment No. 1 by one party to the other may be made by facsimile or electronic transmission. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature page follows.]

If the foregoing is in accordance with your understanding of our agreement, kindly sign and return to the Company the enclosed copies hereof, whereupon this instrument, along with all counterparts hereof, shall become a binding agreement in accordance with its terms.

Very truly yours,

UNICYCIVE THERAPEUTICS, INC.

By: /s/ Shalabh Gupta
Name: Shalabh Gupta
Title: CEO

The foregoing Amendment is hereby confirmed and accepted by the Agent in New York, New York as of the date first above written.

GUGGENHEIM SECURITIES, LLC

By: /s/ Jordan Bliss
Name: Jordan Bliss
Title: Senior Managing Director



November 14, 2025

VIA ELECTRONIC MAIL

Unicycive Therapeutics, Inc.
4300 El Camino Real, Suite 210
Los Altos, CA 94022

Re: At-The-Market Offering pursuant to Registration Statement on Form S-3

Ladies and Gentlemen:

We have acted as special counsel to Unicycive Therapeutics, Inc., a Delaware corporation (the “Company”), in connection with the sale through Guggenheim Securities, LLC (the “**Agent**”), as the agent from time to time, by the Company of shares of the common stock of the Company, par value \$0.001 per share (the “**Common Stock**”), having an initial aggregate offering price of up to \$50,000,000 (the “**Shares**”), to be issued pursuant to a registration statement on Form S-3 filed by the Company with the Securities and Exchange Commission (the “**Commission**”) on November 13, 2024 (as amended, the “**Registration Statement**”), the base prospectus included in the Registration Statement (the “**Base Prospectus**”), a sales agreement prospectus (the “**Sales Agreement Prospectus**”), included in the Registration Statement dated November 20, 2024 relating to the issuance and sale of shares of Common Stock have an aggregate offering price of up to \$50,000,000, a prospectus supplement dated June 13, 2025 (the “**June 2025 Prospectus Supplement**”) filed with the Commission pursuant to Rule 424(b) of the Securities Act of 1933, as amended (the “**Act**”) and a prospectus supplement dated November 14, 2025, filed with the Commission on November 14, 2025, relating to the issuance and sale of and additional amount of shares of Common Stock having an aggregate offering price of up to \$50,000,000 thereby increasing the aggregate amount of shares of Common Stock that may be sold under the Sales Agreement to \$100,000,000, pursuant to Rule 424(b) of the Act (the “**November 2025 Prospectus Supplement**,” together with the Base Prospectus, the Sales Agreement Prospectus and the June 2025 Prospectus Supplement, the “**Prospectus**”), and that certain Agreement, dated as of November 20, 2024, by and between the Company and the Agent (the “**Sales Agreement**”), as amended by that certain Amendment No. 1 to Sales Agreement dated November 14, 2025 by and between the Company and agent to increase the amount of shares that may be sold under the Sales Agreement from \$50,000,000 to \$100,000,000 (the “**Amendment**”).

The term “**Shares**” shall include the shares of Common Stock registered on the November 2025 Prospectus Supplement and any additional shares of Common Stock registered by the Company pursuant to Rule 462(b) under the Act, in connection with the offering contemplated by the Registration Statement. This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement or the Prospectus, other than as expressly stated herein with respect to the issue of the Shares.

In connection with the issuance of this opinion letter, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

- a. the Registration Statement, all exhibits thereto;
- b. the Base Prospectus included in the Registration Statement;
- c. the Sales Agreement Prospectus;
- d. the June 2025 Prospectus Supplement;
- e. the November 2025 Prospectus Supplement;
- f. the Amended and Restated Certificate of Incorporation of the Company, as amended, as presently in effect (the “**Charter**”);

- g. the Amended and Restated Bylaws of the Company, as presently in effect (the “**Bylaws**”);
- h. the Sales Agreement;
- i. the Amendment; and
- j. certain resolutions adopted by the Board of Directors of the Company relating to the issuance of the Shares.

We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such records of the Company and such agreements, certificates and receipts of public officials, certificates of officers or other representatives of the Company and others, and such other documents as we have deemed necessary or appropriate as a basis for the opinions stated below.

In our examination, we have assumed the genuineness of all signatures, including endorsements, the legal capacity and competency of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as facsimile, electronic, certified or photostatic copies, and the authenticity of the originals of such copies. As to any facts relevant to the opinions stated herein that we did not independently establish or verify, we have relied upon statements and representations of officers and other representatives of the Company and others and of public officials.

It is understood that this opinion is to be used only in connection with the offer and sale of the securities being registered while the Registration Statement is effective under the Act.

Based upon the foregoing and subject to the qualifications and assumptions stated herein, we are of the opinion that the Shares have been duly authorized by all requisite corporate action on the part of the Company under the Delaware General Corporation Law (“**DGCL**”) and when the Shares are delivered to and paid for in accordance with the terms of the Offering Agreement and when evidence of the issuance thereof is duly recorded in the Company’s books and records, the Shares will be validly issued, fully paid and non-assessable. In rendering the foregoing opinion, we have assumed that (i) the Company will comply with all applicable notice requirements regarding uncertificated shares provided in the DGCL and (ii) upon the issue of any of the Shares, the total number of shares of Common Stock issued and outstanding will not exceed the total number of shares of Common Stock that the Company is then authorized to issue under its Charter.

The opinion which we render herein is limited to those matters governed by the DGCL and we express no opinion with respect to any other laws.

We hereby consent to the filing of this opinion with the Commission as an exhibit to the Company’s Current Report on Form 8-K being filed on the date hereof and incorporated by reference into the Registration Statement. We also hereby consent to the reference to our firm under the heading “Legal Matters” in the Registration Statement. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Act or the General Rules and Regulations under the Act.

This opinion letter is rendered as of the date first written above and we disclaim any obligation to advise you of facts, circumstances, events or developments which hereafter may be brought to our attention and which may alter, affect or modify the opinion expressed herein. Our opinion is expressly limited to the matters set forth above and we render no opinion, whether by implication or otherwise, as to any other matters relating to the Company, the Shares or any other agreements or transactions that may be related thereto or contemplated thereby.

We are expressing no opinion as to any obligations that parties other than the Company may have under or in respect of the Shares, or as to the effect that their performance of such obligations may have upon any of the matters referred to above. No opinion may be implied or inferred beyond the opinion expressly stated above.

Very truly yours,

/s/ Sheppard, Mullin, Richter & Hampton LLP

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
