

**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): **February 21, 2020**

Supernus Pharmaceuticals, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
Incorporation)

001-35518

(Commission File Number)

20-2590184

(IRS Employer Identification No.)

9715 Key West Avenue, Rockville MD

(Address of principal executive offices)

20850

(Zip Code)

Registrant's telephone number, including area code: **(301) 838-2500**

1550 East Gude Drive, Rockville, MD 20850

(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	NAME OF EACH EXCHANGE ON WHICH REGISTERED:
Common Stock, \$0.001 Par Value	SUPN	The NASDAQ Stock Market LLC

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).

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.

On February 21, 2020, the Compensation Committee of Supernus Pharmaceuticals, Inc. (“Supernus” or the “Company”) recommended, and the Board of Directors approved, the grant of restricted stock units to the Company’s non-management members of the Board of Directors. These grants represent the non-stock option portion of the annual equity grants to such persons. The Compensation Committee also recommended, and the Board of Directors approved, the grant of performance share units to Jack A. Khattar, President and Chief Executive Officer of the Company. These grants represent the non-stock option portion of the annual equity grants to Mr. Khattar. The form of restricted stock unit award agreement for non-management members of the Board of Directors, and the form of performance share unit award agreement for Mr. Khattar, are attached hereto as Exhibits 10.1 and 10.2, respectively, and are incorporated herein by reference.

Item 2.02 Results of Operations and Financial Condition.

On February 25, 2020, the Company issued a press release regarding its financial results for the fourth quarter and full year ended December 31, 2019. A copy of this press release is furnished as Exhibit 99.1 hereto and is incorporated herein by reference.

As previously announced, Supernus hosted a conference call at 9:00 a.m. Eastern Time on Wednesday, February 26, 2020, to present the financial results. A live webcast is available at www.supernus.com. The webcast will be archived on the Company’s website for 60 days following the live call.

The information in this Item 2.02 (including Exhibit 99.1) is being “furnished” and shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, whether made before or after the date of this report, except as shall be expressly set forth by specific reference in such filing.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(e) Modification of Compensatory Arrangements with Executive Officers

On February 21, 2020, the Company’s Compensation Committee recommended, and the Board of Directors approved, modifications of the compensation of its executive officers, as follows:

The annual base salary of Jack A. Khattar, the Company’s President and Chief Executive Officer, was increased from \$812,000 to \$836,400. Mr. Khattar was awarded a 2019 bonus of \$593,800 and was granted options to purchase 281,250 shares of common stock and 46,875 performance share units, which will vest depending upon the level of achievement of specified performance goals. In addition, Mr. Khattar’s bonus target for 2020 is unchanged from 2019 and is 75% of his base salary.

The annual base salary of Gregory S. Patrick, the Company’s Senior Vice President and Chief Financial Officer, was increased from \$383,000 to \$400,000. Mr. Patrick was awarded a 2019 bonus of \$145,400 and was granted options to purchase 50,000 shares of common stock. Mr. Patrick’s bonus target for 2020 is unchanged from 2019 and is 40% of his base salary.

The annual base salary of Stefan K.F. Schwabe, M.D., Ph.D., the Company's Executive Vice President and Chief Medical Officer, was increased from \$401,000 to \$413,000. Dr. Schwabe was awarded a 2019 bonus of \$150,900 and was granted options to purchase 50,000 shares of common stock. Dr. Schwabe's bonus target for 2020 is unchanged from 2019 and is 40% of his base salary.

The annual base salary of Padmanabh P. Bhatt, Ph.D., the Company's Senior Vice President, Intellectual Property and Chief Scientific Officer, was increased from \$380,000 to \$391,400. Dr. Bhatt was awarded a 2019 bonus of \$131,000 and was granted options to purchase 35,000 shares of common stock. Dr. Bhatt's bonus target is unchanged from 2019 and is 35% of his base salary.

The annual base salary of Tami T. Martin, R.N., Esq., the Company's Senior Vice President, Regulatory Affairs, was increased from \$316,900 to \$326,400. Ms. Martin was awarded a 2019 bonus of \$91,400 and was granted options to purchase 22,000 shares of common stock. Ms. Martin's bonus target increased from 30% of her base salary in 2019 to 35% of her base salary in 2020.

The annual base salary of Frank Mottola, the Company's Senior Vice President, Quality, GMP Operations and IT, was increased from \$293,200 to \$316,700. Mr. Mottola was awarded a 2019 bonus of \$86,600 and was granted options to purchase 22,000 shares of common stock. Mr. Mottola's bonus target increased from 30% of his base salary in 2019 to 35% of his base salary in 2020.

These increases were the result of the Compensation Committee's annual compensation review for executive officers. These increases in annual base salary became effective on January 1, 2020, and are consistent with the Company's industry peer group and were recommended to the Compensation Committee by Radford, its independent compensation consulting company.

Vesting for all stock option grants will occur annually in equal increments over a four year period. The exercise price for the executive officer option grants is \$23.99 per share, based on the closing price of February 21, 2020, the date of approval of the grants by the Compensation Committee and full Board of Directors. All other terms and conditions of the Company's compensatory arrangements with these executive officers remain unchanged.

Item 8.01 Other Events

On February 25, 2020, the Company issued a press release announcing results from one of its Phase III studies of SPN-810 for the treatment of Impulsive Aggression ("IA") in attention deficit hyperactivity disorder ("ADHD") patients 6 to 11 years old. The Phase III P302 trial, a randomized, double-blind, placebo controlled, multicenter, parallel group clinical trial in patients diagnosed with ADHD, did not meet its primary endpoint. Patients receiving SPN-810 36mg showed a median percent reduction of 51.3% in the average weekly frequency of impulsive aggression episodes from baseline that was not statistically significant ($p=0.961$) compared to placebo. Consistent with the P301 trial, the drug was safe and well tolerated. The Company will halt all development activities on SPN-810 in IA. A copy of this press release is furnished as Exhibit 99.1 hereto and is incorporated herein by reference.

On February 26, 2020, the Company issued a press release announcing that the Company's management will present a Company overview and update, as well as host investor meetings, at the 40th Annual Cowen Health Care Conference in Boston, MA on March 2, 2020. A copy of this press release is furnished as Exhibit 99.2 hereto and is incorporated herein by reference.

On February 27, 2020 the Company changed its principal executive office address from 1550 East Gude Drive, Rockville, MD 20850 to 9715 Key West Avenue, Rockville MD 20850.

This Current Report on Form 8-K contains "forward-looking statements" that do not convey historical information, but relate to predicted or potential future events, such as statements of our plans, strategies and intentions. These statements can often be identified by the use of forward-looking terminology such as "believe," "expect," "intend," "may," "will," "should," or "anticipate" or similar terminology. All statements other than statements of historical facts included in this Current Report on Form 8-K are forward-looking statements. All forward-looking statements speak only as of the date of this Current Report on Form 8-K. Except for Supernus' ongoing obligations to disclose material information under the federal securities laws, Supernus undertakes no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. In addition to the risks and uncertainties of ordinary business operations and conditions in the general economy and the markets in which Supernus competes, the forward-looking statements of Supernus contained in this Current Report on Form 8-K are also subject to various risks and uncertainties, including those set forth in Item 1A, "Risk Factors," in Supernus' Annual Report on Form 10-K for the fiscal year ended December 31, 2018, which the Company filed on March 1, 2019 and the Quarterly Report on Form 10-Q for the quarter period ended March 31, 2019, which the Company filed on May 10, 2019.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

[Exhibit 10.1+ – Form of Restricted Stock Unit Award Agreement for Non-Management Directors, issued under the Supernus Pharmaceuticals, Inc., 2012 Equity Incentive Plan, as amended, for grants made to non-management directors, filed herewith as an Exhibit to Item 1.01 hereof.](#)

[Exhibit 10.2+ – Form of Performance Share Unit Award Agreement, issued under the Amended and Restated Stock Incentive Plan, for grants made to Jack A. Khattar, filed herewith as an Exhibit pursuant to Item 1.01 hereof.](#)

[Exhibit 99.1 – Press Release Dated February 25, 2020, furnished as an Exhibit pursuant to Item 2.02 hereof.](#)

[Exhibit 99.2 – Press Release Dated February 26, 2020, furnished as an Exhibit pursuant to Item 8.01 hereof.](#)

Exhibit 104 – The cover page from this Current Report on Form 8-K, formatted in Inline XBRL.

+ Indicates a management contract or compensatory plan, contract or arrangement in which directors or officers participate.

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.

SUPERNUS PHARMACEUTICALS, INC.

DATED: February 27, 2020

By: /s/Gregory S. Patrick
Gregory S. Patrick
Senior Vice-President and Chief Financial Officer

SUPERNUS PHARMACEUTICALS, INC.
THIRD AMENDED AND RESTATED 2012 EQUITY INCENTIVE PLAN

RESTRICTED STOCK UNIT AWARD AGREEMENT

This Restricted Stock Unit Award Agreement (the "**Agreement**") is made and entered into as of _____, ____ (the "**Grant Date**"). This Agreement evidences a restricted stock unit award granted by Supernus Pharmaceuticals, Inc. (the "**Company**") to the undersigned ("**Participant**") pursuant to and subject to the terms of the Supernus Pharmaceuticals, Inc. Third Amended and Restated 2012 Equity Incentive Plan (the "**Plan**"), which is incorporated herein by reference. Capitalized terms not explicitly defined in this Agreement shall have the meaning set forth in the Plan.

1. Grant of Restricted Stock Units. Pursuant to the Plan, the Company hereby issues to Participant, on the Grant Date, an Award consisting of, in the aggregate, [NUMBER] Restricted Stock Units (the "**Restricted Stock Units**"). Each Restricted Stock Unit represents the right to receive one share of Stock (a "**Share**"), subject to the terms and conditions set forth in this Agreement and the Plan.

2. Consideration. The grant of the Restricted Stock Units is made in consideration of the Participant's services to be rendered by Participant as a member of the Board.

3. Vesting.

3.1 Unless earlier terminated, relinquished or expired and except as otherwise provided in the Plan, provided that Participant continues membership on the Board, the Restricted Stock Units will vest on the first anniversary of the Grant Date. Once vested, the Restricted Stock Units become "**Vested Units**."

3.2 The foregoing vesting schedule notwithstanding, if Participant ceases to be a member of the Board for any reason at any time before all of Participant's Restricted Stock Units have vested, Participant's unvested Restricted Stock Units shall be automatically forfeited upon the termination of Participant's non-employee director status and neither the Company nor any Affiliate shall have any further obligations to Participant under this Agreement. Notwithstanding the foregoing, if Participant ceases to be a member of the Board by reason of Participant's death or disability, the Administrator may, in its sole discretion, accelerate the vesting of some or all of the unvested Restricted Stock Units held by Participant.

3.3 If the Company engages in a Covered Transaction, the Administrator may, in its sole discretion, take (or refrain from taking) any of the actions described in Section 7(a) of the Plan with respect to unvested Restricted Stock Units held by Participant. If the Administrator does not cause the unvested Restricted Stock Units to be assumed, substituted, cashed out or accelerated as permitted under Section 7(a) of the Plan in connection with a Covered Transaction, all unvested Restricted Stock Units shall immediately terminate without any payment or consideration by the Company upon the closing of the Covered Transaction.

4. Restrictions. Subject to any exceptions set forth in this Agreement or the Plan, until such time as the Restricted Stock Units have vested and are settled in accordance with Agreement Section 6, neither the Restricted Stock Units nor the rights relating thereto may be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by Participant. Any attempt to assign, alienate, pledge, attach, sell or otherwise transfer or encumber the Restricted Stock Units or the rights relating thereto shall be wholly ineffective and, if any such attempt is made, the Restricted Stock Units will be forfeited by Participant and all of Participant's rights to those units shall immediately terminate without any payment or consideration by the Company.

5. Rights as Shareholder; Dividend Equivalents.

5.1 Participant shall not have any rights of a shareholder with respect to any Shares underlying the Restricted Stock Units, including, but not limited to, voting rights and the right to receive or accrue dividends or dividend equivalents.

5.2 Upon any Shares being issued pursuant to Agreement Section 6 following any Restricted Stock Units becoming Vested Units, Participant shall be the record owner of the Shares unless and until the Shares are sold or otherwise disposed of, and as record owner shall be entitled to all rights of a shareholder of the Company (including voting and dividend rights).

6. Settlement of Restricted Stock Units.

6.1 Subject to Agreement Section 9, promptly following the vesting date, and in any event no later than March 15 of the calendar year following the calendar year in which the vesting occurs, the Company shall (a) issue and deliver to Participant the number of Shares equal to the number of Vested Units; and (b) enter Participant's name on the books of the Company as the shareholder of record with respect to the Shares delivered to Participant.

6.2 To the extent that Participant does not vest in any Restricted Stock Units, all interest in the unvested Restricted Stock Units shall be forfeited. Participant has no right or interest in any Restricted Stock Units that are forfeited.

7. No Right to Continued Service on the Board. Neither the Plan nor this Agreement shall confer upon the Director any right to be retained as a member of the Board or in any other capacity. Further, nothing in the Plan or this Agreement shall be construed to limit the discretion of the Company to terminate the Participant's membership on the Board at any time.

8. Adjustments. If any change is made to the outstanding Stock or the capital structure of the Company, the Restricted Stock Units may be adjusted or terminated in any manner as contemplated by Plan Section 7(b).

9. Tax Liability and Withholding.

9.1 Participant shall be required to pay to the Company, and the Company shall have the right to deduct from any compensation paid to Participant pursuant to the Plan, the amount of any required withholding taxes in respect of the Restricted Stock Units and to take all other action as the Administrator deems necessary to satisfy all obligations for the payment of the withholding taxes. The Administrator may permit Participant to satisfy any federal, state or local tax withholding obligation by any of the following means, or by a combination of the means:

- (a) tendering a cash payment.
- (b) authorizing the Company to withhold Shares from the Shares otherwise issuable or deliverable to Participant as a result of the vesting of the Restricted Stock Units; provided, however, that no Shares shall be withheld with a value exceeding the maximum amount of tax required to be withheld by law.
- (c) delivering to the Company previously owned and unencumbered shares of Stock.

9.2 Notwithstanding any action the Company takes with respect to any or all income tax, social insurance, payroll tax, or other tax-related withholding ("**Tax-Related Items**"), the ultimate liability for all Tax-Related Items is and remains Participant's responsibility and the Company (a) makes no representation or undertakings regarding the treatment of any Tax-Related Items in connection with the grant, vesting or settlement of the Restricted Stock Units or the subsequent sale of any Shares; and (b) does not commit to structure the Restricted Stock Units to reduce or eliminate Participant's liability for Tax-Related Items.

10. Compliance with Securities Laws. The issuance and transfer of Shares in connection with the Restricted Stock Units shall be subject to compliance by the Company and Participant with all applicable requirements of federal and state securities laws and with all applicable requirements of any stock exchange on which the Company's Shares may be listed. No Shares shall be issued or transferred unless and until any then applicable requirements of state and federal laws and regulatory agencies have been fully complied with to the satisfaction of the Company and its counsel. The Company may require, as a condition to issuance of Shares to Participant, that Participant make such representations or agreements as counsel for the Company may consider appropriate to avoid violation of the Securities Act or any applicable state or foreign securities laws. The Company may require that certificates representing Shares bear an appropriate legend reflecting any restriction on transfer applicable to the Shares, and the Company may hold certificates pending lapse of the applicable restrictions.

11. Notices. Any notice required to be delivered to the Company under this Agreement shall be in writing and addressed to the [Secretary/[OTHER POSITION]] of the Company at the Company's principal corporate offices. Any notice required to be delivered to Participant under this Agreement shall be in writing and addressed to Participant at Participant's address as shown in the records of the Company. Either party may designate another address in writing (or by another method approved by the Company) from time to time.

12. Governing Law. This Agreement will be construed and interpreted in accordance with the laws of the State of Delaware without regard to conflict of law principles.

13. Interpretation. Any dispute regarding the interpretation of this Agreement shall be submitted by Participant or the Company to the Administrator for review. The resolution of such a dispute by the Administrator shall be final and binding on Participant and the Company.

14. Restricted Stock Units Subject to Plan. This Agreement is subject to the Plan as approved by the Company's shareholders. The terms and provisions of the Plan as it may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.

15. Successors and Assigns. The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon Participant and Participant's beneficiaries, executors, administrators and the person(s) to whom the Restricted Stock Units may be transferred by will or the laws of descent or distribution.

16. Severability. The invalidity or unenforceability of any provision of the Plan or this Agreement shall not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement shall be severable and enforceable to the extent permitted by law.

17. Discretionary Nature of Plan. The Plan is discretionary and may be amended, cancelled or terminated by the Company at any time, in its discretion. The grant of the Restricted Stock Units in this Agreement does not create any contractual right or other right to receive any Restricted Stock Units or other Awards in the future. Future Awards, if any, will be at the sole discretion of the Company. Any amendment, modification, or termination of the Plan shall not constitute a change or impairment of the terms and conditions of Participant's membership on the Board.

18. Amendment. The Administrator has the right to amend, alter, suspend, discontinue or cancel the Restricted Stock Units, prospectively or retroactively; *provided, that* no such amendment shall adversely affect Participant's material rights under this Agreement without Participant's consent.

19. Section 409A. This Agreement is intended to be exempt from, or to comply with, Code Section 409A and shall be construed and interpreted in a manner that is consistent with the requirements for avoiding additional taxes or penalties under Code Section 409A. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement meet an exception from, or comply with, Code Section 409A and in no event shall the Company, the Administrator, or any employee or agent of the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Participant on account of non-compliance with Code Section 409A.

20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

21. Acceptance. **Participant hereby acknowledges receipt of a copy of the Plan and this Agreement. Participant has read and understands the terms and provisions thereof, and accepts the Restricted Stock Units subject to all of the terms and conditions of the Plan and this Agreement.** Participant acknowledges that there may be adverse tax consequences upon the vesting or settlement of the Restricted Stock Units or disposition of the underlying Shares and that Participant has been advised to consult a tax advisor prior to vesting, settlement or disposition.

22. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SUPERNUS PHARMACEUTICALS, INC.

By: _____
Name:
Title:

[NON-EMPLOYEE DIRECTOR NAME]

SUPERNUS PHARMACEUTICALS, INC.
THIRD AMENDED AND RESTATED 2012 EQUITY INCENTIVE PLAN

PERFORMANCE SHARE UNIT AWARD AGREEMENT

This Performance Share Unit Award Agreement (the “**Agreement**”) is made and entered into as of _____, ____ (the “**Grant Date**”). This Agreement evidences a performance share unit award granted by Supernus Pharmaceuticals, Inc. (the “**Company**”) to the undersigned (“**Participant**”) pursuant to and subject to the terms of the Supernus Pharmaceuticals, Inc. Third Amended and Restated 2012 Equity Incentive Plan (the “**Plan**”), which is incorporated herein by reference. Capitalized terms not explicitly defined in this Agreement shall have the meaning set forth in the Plan.

1. Grant of the Performance Share Unit Award. Pursuant to the Plan, the Company hereby issues to Participant on the Grant Date an Award for a target number of [INSERT TARGET NUMBER] performance share units (“**PSUs**”). The number of PSUs that Participant actually earns for the Performance Period described below will be determined by the level of achievement of the “**Performance Goal[s]**” as defined in, and in accordance with, Schedule A attached hereto, but the number of PSUs actually earned for the Performance Period shall not exceed [INSERT MAXIMUM NUMBER]. Each PSU represents the right to receive one share of Stock (a “**Share**”), subject to the terms and conditions set forth in this Agreement and the Plan.

2. Performance Period. For purposes of this Agreement, the term “**Performance Period**” shall be the period commencing on [DATE] and ending on [DATE].

3. Performance Goal[s].

3.1 The number of PSUs earned by Participant for the Performance Period will be determined at the end of the Performance Period based on the level of achievement of the Performance Goal[s] in accordance with Exhibit A. All determinations of whether Performance Goal[s] have been achieved, the number of PSUs earned by Participant, and all other matters related to this Section 3.1 shall be made by the Administrator in its sole discretion.

3.2 Promptly following completion of the Performance Period (and no later than [thirty (30) days/[ALTERNATIVE PERIOD]]) following the end of the Performance Period, the Administrator will review and certify in writing (a) whether, and to what extent, the Performance Goals for the Performance Period have been achieved, and (b) the number of PSUs that Participant shall earn, if any, subject to compliance with the requirements of Agreement Section 4. The certification shall be final, conclusive and binding on Participant, and on all other persons, to the maximum extent permitted by law.

4. Vesting of PSUs. Except as otherwise provided herein, the PSUs will vest and become nonforfeitable on the date that the Administrator certifies the achievement of the Performance Goal[s], subject to (a) the achievement of the minimum threshold Performance Goal[(s)] for payout set forth in Exhibit A attached hereto, and (b) Participant’s continuous Employment from the Grant Date through the date that the Administrator certifies the achievement of the Performance Goal[s]. The number of PSUs that vest and become payable under this Agreement shall be determined by the Administrator based on the level of achievement of the Performance Goal[(s)] set forth in Exhibit A and shall be rounded to the nearest whole PSU.

5. Termination of Continuous Employment. Except as otherwise expressly provided in this Agreement, if Participant's continuous Employment terminates for any reason at any time before all of Participant's PSUs have vested, Participant's unvested PSUs shall automatically be forfeited upon termination of continuous Employment and neither the Company nor any Affiliate shall have any further obligations to Participant under this Agreement. Notwithstanding the foregoing, if Participant's continuous Employment terminates by reason of Participant's death or disability, the Administrator may, in its sole discretion, accelerate the vesting of some or all of the unvested PSUs held by Participant.

6. Effect of a Covered Transaction. If the Company engages in a Covered Transaction during the Performance Period, the Administrator may, in its sole discretion, take (or refrain from taking) any of the actions described in Section 7(a) of the Plan with respect to unvested PSUs held by Participant. Unless the Administrator determines otherwise at the time of a Covered Transaction, if a Covered Transaction occurs during the Performance Period (i) all of Participant's outstanding unvested PSUs shall vest according to the proportional progress toward satisfaction of the Performance Goal[s] as determined in the Administrator's sole discretion and (ii) to the extent that PSUs still remain unvested following the accelerated proportional vesting, those unvested PSUs shall automatically be forfeited, and neither the Company nor any Affiliate shall have any further obligations to Participant under this Agreement.

7. Settlement of PSUs. Subject to the terms of this Agreement, promptly following the date the Participant's PSUs become vested (and in any event no later than March 15 of the calendar year following the calendar year in which vesting occurs), the Company shall (a) issue and deliver to Participant the number of Shares equal to the number of vested PSUs, and (b) enter Participant's name on the books of the Company as the shareholder of record with respect to the Shares delivered to Participant. To the extent that less than the maximum number of PSUs covered by this Award become vested, all interest in the unvested PSUs shall be forfeited. Participant has no right or interest in any PSUs that are forfeited.

8. Transferability. Subject to any exceptions set forth in this Agreement or the Plan, neither the PSUs nor the rights relating thereto may be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by Participant, except by will or the laws of descent and distribution, and upon any such transfer by will or the laws of descent and distribution, the transferee shall hold the PSUs subject to all of the terms and conditions that were applicable to Participant immediately prior to the transfer.

9. Rights as Shareholder; Dividend Equivalents.

9.1 Participant shall not have any rights of a shareholder with respect to the Shares underlying the PSUs, including, but not limited to, voting rights and the right to receive or accrue dividends or dividend equivalents.

9.2 Upon and following the vesting of the PSUs and the issuance of Shares pursuant to Agreement Section 7, Participant shall be the record owner of the Shares of underlying the PSUs unless and until the Shares are sold or otherwise disposed of, and as record owner shall be entitled to all rights of a shareholder of the Company (including voting and dividend rights).

10. No Right to Continued Employment. Nothing in this Agreement (including, but not limited to, the vesting of Participant's PSUs or the issuance of the Shares in respect of Participant's PSUs), the Plan or any covenant of good faith and fair dealing that may be found implicit in this Agreement or the Plan shall: (i) confer upon Participant any right to continue in the employ or service of, or affiliation with, the Company or an Affiliate; (ii) constitute any promise or commitment by the Company or any Affiliate regarding the fact or nature of future positions, future work assignments, future compensation or any other terms or condition of employment or affiliation; (iii) confer any right or benefit under this Agreement or the Plan unless the right or benefit has specifically accrued under the terms of this Agreement or Plan; or (iv) deprive the Company of the right to terminate Participant at will and without regard to any future vesting opportunity that Participant may have.

11. Adjustments. If any change is made to the outstanding Stock or the capital structure of the Company, the PSUs may be adjusted or terminated in any manner as contemplated by Plan Section 7(b).

12. Tax Liability and Withholding; Tax Consequences.

12.1 Participant shall be required to pay to the Company, and the Company shall have the right to deduct from any compensation paid to Participant pursuant to the Plan, the amount of any required withholding taxes in respect of the PSUs and to take all other action as the Administrator deems necessary to satisfy all obligations for the payment of the withholding taxes. The Administrator may permit Participant to satisfy any federal, state or local tax withholding obligation by any of the following means, or by a combination of the means:

- (a) tendering a cash payment.
- (b) authorizing the Company to withhold Shares from the Shares otherwise issuable or deliverable to Participant as a result of the vesting of the PSUs; provided, however, that no Shares shall be withheld with a value exceeding the maximum amount of tax required to be withheld by law.
- (c) delivering to the Company previously owned and unencumbered shares of Stock.

12.2 Notwithstanding any action the Company takes with respect to any or all income tax, social insurance, payroll tax, or other tax-related withholding ("**Tax-Related Items**"), the ultimate liability for all Tax-Related Items is and remains Participant's responsibility and the Company (a) makes no representation or undertakings regarding the treatment of any Tax-Related Items in connection with the grant, vesting or settlement of the PSUs or the subsequent sale of any Shares; and (b) does not commit to structure the PSUs to reduce or eliminate Participant's liability for Tax-Related Items.

13. Clawback/Recovery. All Awards granted under the Plan and this Agreement (and all Shares issued to Participant and all payments of Tax-Related Items made by the Company on Participant's behalf) will be subject to recoupment in accordance with the Company's clawback policy effective as of April 23, 2018 and any later clawback policy that the Company adopts, including any clawback policy in response to a listing standard of any national securities exchange or association on which the Company's securities are listed or as is otherwise required by the Dodd-Frank Wall Street Reform and Consumer Protection Act or other applicable law.

No recovery of compensation under such a clawback policy will be an event giving rise to a right to resign for "good reason" or "constructive termination" (or similar term) under any agreement with the Company.

14. Compliance with Securities Laws. The issuance and transfer of Shares in connection with the PSUs shall be subject to compliance by the Company and Participant with all applicable requirements of federal and state securities laws and with all applicable requirements of any stock exchange on which the Company's Shares may be listed. No Shares shall be issued or transferred unless and until any then applicable requirements of state and federal laws and regulatory agencies have been fully complied with to the satisfaction of the Company and its counsel. The Company may require, as a condition to issuance of Shares to Participant, that Participant make such representations or agreements as counsel for the Company may consider appropriate to avoid violation of the Securities Act or any applicable state or foreign securities laws. The Company may require that certificates representing Shares bear an appropriate legend reflecting any restriction on transfer applicable to such Shares, and the Company may hold certificates pending lapse of the applicable restrictions.

15. Notices. Any notice required to be delivered to the Company under this Agreement shall be in writing and addressed to the [Secretary/[OTHER POSITION]] of the Company at the Company's principal corporate offices. Any notice required to be delivered to Participant under this Agreement shall be in writing and addressed to Participant at Participant's address as shown in the records of the Company. Either party may designate another address in writing (or by such other method approved by the Company) from time to time.

16. Governing Law. This Agreement will be construed and interpreted in accordance with the laws of the State of Delaware without regard to conflict of law principles.

17. Interpretation. Any dispute regarding the interpretation of this Agreement shall be submitted by Participant or the Company to the Administrator for review. The resolution of such a dispute by the Administrator shall be final and binding on Participant and the Company.

18. PSUs Subject to Plan. This Agreement is subject to the Plan as approved by the Company's shareholders. The terms and provisions of the Plan as it may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.

19. Successors and Assigns. The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon Participant and Participant's beneficiaries, executors, administrators and the person(s) to whom the PSUs may be transferred by will or the laws of descent or distribution.

20. Severability. The invalidity or unenforceability of any provision of the Plan or this Agreement shall not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement shall be severable and enforceable to the extent permitted by law.

21. Discretionary Nature of Plan. The Plan is discretionary and may be amended, cancelled or terminated by the Company at any time, in its discretion. The grant of the PSUs in this Agreement does not create any contractual right or other right to receive any PSUs or other Awards in the future. Future Awards, if any, will be at the sole discretion of the Company. Any amendment, modification, or termination of the Plan shall not constitute a change or impairment of the terms and conditions of Participant's employment with the Company.

22. Amendment. The Administrator has the right to amend, alter, suspend, discontinue or cancel the PSUs, prospectively or retroactively; *provided, that*, no such amendment shall adversely affect Participant's material rights under this Agreement without Participant's consent.

23. Section 409A. This Agreement is intended to be exempt from, or to comply with, Code Section 409A and shall be construed and interpreted in a manner that is consistent with the requirements for avoiding additional taxes or penalties under Code Section 409A. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement meet an exemption from, or comply with, Code Section 409A and in no event shall the Company, the Administrator, or any employee or agent of the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Participant on account of non-compliance with Code Section 409A.

24. No Impact on Other Benefits. The value of Participant's PSUs is not part of his or her normal or expected compensation for purposes of calculating any severance, retirement, welfare, insurance or similar employee benefit unless the benefit plan expressly provides it is includible.

25. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

26. Acceptance. Participant **hereby acknowledges receipt of a copy of the Plan and this Agreement. Participant has read and understands the terms and provisions thereof, and accepts the PSUs subject to all of the terms and conditions of the Plan and this Agreement.** Participant acknowledges that there may be adverse tax consequences upon the vesting or settlement of the PSUs or disposition of the underlying Shares and that Participant has been advised to consult a tax advisor prior to such vesting, settlement or disposition.

27. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SUPERNUS PHARMACEUTICALS, INC.

By: _____

Name:

Title:

[EXECUTIVE NAME]

EXHIBITA
PERFORMANCE GOALS



Supernus Announces Fourth Quarter and Full Year 2019 Financial Results

- Fourth quarter and full year 2019 total revenue of \$100.4 million and \$392.8 million, respectively.
- Fourth quarter and full year 2019 net product sales of \$97.9 million and \$383.4 million, respectively.
- Fourth quarter and full year 2019 operating earnings of \$40.8 million and \$148.6 million, respectively.
- FDA assigned PDUFA target action date of November 8, 2020 for review of SPN-812 New Drug Application.
- Phase III P302 trial of SPN-810 for the treatment of IA in ADHD patients 6 to 11 years old did not meet primary endpoint.

ROCKVILLE, Md., February 25, 2020 - Supernus Pharmaceuticals, Inc. (NASDAQ: SUPN), a pharmaceutical company focused on developing and commercializing products for the treatment of central nervous system (CNS) diseases, today reported financial results for the fourth quarter and full year of 2019, and associated Company developments.

Commercial Update

Full year 2019 product prescriptions for Trokendi XR[®] and Oxtellar XR[®], as reported by IQVIA, totaled 836,399, a 6.4% increase over full year 2018. Fourth quarter 2019 product prescriptions for Trokendi XR and Oxtellar XR totaled 212,780, a 1.4% increase over the fourth quarter of 2018.

	Prescriptions		Change %
	FY 2019	FY 2018	
Trokendi XR	672,485	638,923	5.3%
Oxtellar XR	163,914	147,488	11.1%
Total	836,399	786,411	6.4%

Source: IQVIA

As previously disclosed, wholesalers, distributors and pharmacies increased their inventory levels of the Company's products in the fourth quarter of 2018. The Company estimates that this caused net product sales in both the fourth quarter and full year 2018 to be approximately \$10 million higher than would have been otherwise; i.e., had inventory levels remained consistent quarter to quarter. The inventory build in the fourth quarter of 2018 was then effectively reversed in the first quarter of 2019, causing net product sales to be \$10 million lower in both the first quarter and full year 2019 than would have been otherwise.

Net product sales for full year 2019 were \$383.4 million, compared to \$399.9 million for full year 2018. Net product sales for the fourth quarter of 2019 were \$97.9 million, compared to \$113.5 million in the fourth quarter of 2018. The decrease in both quarter over quarter and year over year comparisons is due to the aforementioned increase in inventory holdings in the fourth quarter of 2018.

In addition, net product sales in both the fourth quarter and full year 2019 were adversely impacted by continued pressure on gross-to-net deductions, as compared to 2018.

	Net Product Sales (\$ in millions)		Change %
	FY 2019	FY 2018	
Trokendi XR	\$ 295.2	\$ 315.3	(6.4)%
Oxtellar XR	88.2	84.6	4.3%
Total	\$ 383.4	\$ 399.9	(4.1)%

Progress of Product Pipeline

SPN-812 - Novel non-stimulant for the treatment of ADHD

- The U.S. Food and Drug Administration (FDA) accepted for review a New Drug Application (NDA) for SPN-812 for the treatment of ADHD, with a Prescription Drug User Fee Act (PDUFA) target action date of November 8, 2020.
- The Company plans to launch SPN-812 at the end of 2020, if approved by the FDA.
- The Company expects to complete enrollment in the ongoing Phase III program in adult patients by the end of 2020.

SPN-810 - Novel treatment of Impulsive Aggression (IA) in patients with ADHD

- Phase III P302 trial in patients 6 to 11 years old did not meet its primary endpoint. The study was a randomized, double-blind, placebo controlled, multicenter, parallel group clinical trial in patients diagnosed with ADHD. Patients receiving SPN-810 36 mg showed a median percent reduction of 51.3% in the average weekly frequency of impulsive aggression episodes from baseline that was not statistically significant (p=0.961) compared to placebo. Consistent with the P301 trial, the drug was safe and well tolerated.
- The Company will halt all development activities on SPN-810 in IA.

SPN-604 - Novel treatment of bipolar disorder

- The Company expects enrollment in the ongoing pivotal Phase III monotherapy trial for the treatment of bipolar disorder to continue through 2021.

“With our NDA for SPN-812 in ADHD accepted for review by the FDA, we continue to prepare the Company for the commercial launch of SPN-812 and look forward to bringing this important new treatment option to patients and physicians. If approved by the FDA, SPN-812 has the potential of becoming the first novel treatment to be introduced in the ADHD market in more than a decade” said Jack Khattar, President and CEO of Supernus.

“While we are certainly disappointed with the results from the second trial on SPN-810, Supernus continues to invest in R&D programs and is planning to provide an R&D update later in the year.” Mr. Khattar added, “We extend our sincere thanks to all our employees for working diligently to complete the SPN-810 studies, and to all our patients, their families, and our investigators for participating in our studies.”

Operating Expenses

Full Year

Research and development (R&D) expenses for full year 2019 were \$69.1 million, lower than the \$89.2 million in 2018. This decrease is primarily due to the one-time upfront expense of approximately \$14 million incurred in the fourth quarter of 2018 for the acquisition of Biscayne Neurotherapeutics, Inc. (Biscayne). To a lesser extent, the completion of four Phase III clinical trials for SPN-812 contributed to the year-over-year decline. These reductions were partially offset by SPN-812 manufacturing costs in 2019 to support the Company's NDA submission.

Selling, general and administrative (SG&A) expenses for full year 2019 were \$158.4 million, essentially unchanged from \$159.9 million in 2018.

Fourth Quarter

R&D expenses in the fourth quarter of 2019 were \$19.8 million, lower than the \$29.8 million in the same quarter last year. This decrease was primarily due to the one-time upfront expense of approximately \$14 million incurred in the fourth quarter of 2018 for the acquisition of Biscayne.

SG&A expenses in the fourth quarter of 2019 were \$35.7 million, lower than the \$42.1 million in the same quarter last year. This decrease is primarily due to expenses incurred in the fourth quarter of 2018 for the development and production of promotional materials and marketing programs associated with the launch of the monotherapy indication for Oxtellar XR. In addition, employee-related costs were lower.

Operating Earnings and Earnings Per Share

Operating earnings for full year 2019 were \$148.6 million, compared to \$144.4 million in 2018. The increase in operating earnings is primarily due to lower R&D and SG&A expenses in 2019. Operating earnings for the full year 2019 were negatively impacted by the aforementioned inventory drawdown in the first quarter of 2019. This resulted in full year 2018 operating earnings being \$10 million higher, and the full year 2019 operating earnings being \$10 million lower than would have been otherwise.

Operating earnings in the fourth quarter of 2019 were \$40.8 million, compared to \$39.9 million in the fourth quarter of 2018. The quarterly comparison was negatively impacted by the aforementioned increase in channel inventory holdings in the fourth quarter of 2018. The increase in channel inventory holdings in 2018 caused the fourth quarter 2018 operating earnings to be higher by approximately \$10 million than would have been otherwise.

Net earnings (GAAP) were \$113.1 million for full year 2019, or \$2.10 per diluted share, compared to \$111.0 million, or \$2.05 per diluted share, for full year 2018.

Net earnings (GAAP) in the fourth quarter of 2019 were \$33.1 million, or \$0.62 per diluted share, an increase of 29% on a diluted share basis, as compared to \$25.9 million, or \$0.48 per diluted share, in the same period last year.

Weighted-average diluted common shares outstanding were approximately 53.8 million for the full year 2019 and 53.6 million for the fourth quarter of 2019, as compared to approximately 54.1 million for each of the respective prior year periods.

Balance Sheet Highlights

As of December 31, 2019, the Company had \$938.8 million in cash, cash equivalents, marketable securities and long term marketable securities, as compared to \$774.8 million at December 31, 2018. This increase primarily reflects cash generated from operations in 2019.

Financial Guidance

For full year 2020, the Company estimates net product sales and operating earnings as set forth below:

- Net product sales to range from \$360 million to \$390 million.
- Operating earnings to range from \$70 million to \$100 million.

Other than the impact from the addition of salesforce personnel at the end of 2020 in anticipation of the launch of SPN-812, SG&A expenses are expected to be consistent quarter to quarter in 2020.

Conference Call Details

The Company will hold a conference call hosted by Jack Khattar, President and Chief Executive Officer, and Greg Patrick, Senior Vice President and Chief Financial Officer, to discuss these results at 9:00 a.m. Eastern Time, on Wednesday, February 26, 2020.

Please refer to the information below for conference call dial-in information and webcast registration. Callers should dial in approximately 10 minutes prior to the start of the call.

Conference dial-in:	(877) 288-1043
International dial-in:	(970) 315-0267
Conference ID:	7796907
	Supernus Pharmaceuticals Fourth Quarter and Full Year 2019
Conference Call Name:	Earnings Conference Call

Following the live call, a replay will be available on the Company's website, www.supernus.com, under "Investor Relations".

About Supernus Pharmaceuticals, Inc.

Supernus Pharmaceuticals, Inc. is a pharmaceutical company focused on developing and commercializing products for the treatment of central nervous system (CNS) diseases. The Company currently markets Trokendi XR® (extended-release topiramate) for the prophylaxis of migraine and the treatment of epilepsy, and Oxtellar XR® (extended-release oxcarbazepine) for the treatment of epilepsy. The Company is also developing several product candidates to address large market opportunities in the CNS market, including SPN-812 for the treatment of ADHD and SPN-604 for the treatment of bipolar disorder.

Forward-Looking Statements:

This press release includes forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These statements do not convey historical information, but relate to predicted or potential future events that are based upon management's current expectations. These statements are subject to risks and uncertainties that could cause actual results to differ materially from those expressed or implied by such statements. In addition to the factors mentioned in this press release, such risks and uncertainties include, but are not limited to, the Company's ability to sustain and increase its profitability; the Company's ability to raise sufficient capital to fully implement its corporate strategy; the implementation of the Company's corporate strategy; the Company's future financial performance and projected expenditures; the Company's ability to increase the number of prescriptions written for each of its products; the Company's ability to increase its net revenue; the Company's ability to enter into future collaborations with pharmaceutical companies and academic institutions or to obtain funding from government agencies; the Company's product research and development activities, including the timing and progress of the Company's clinical trials, and projected expenditures; the Company's ability to receive, and the timing of any receipt of, regulatory approvals to develop and commercialize the Company's product candidates; the Company's ability to protect its intellectual property and operate its business without infringing upon the intellectual property rights of others; the Company's expectations regarding federal, state and foreign regulatory requirements; the therapeutic benefits, effectiveness and safety of the Company's product candidates; the accuracy of the Company's estimates of the size and characteristics of the markets that may be addressed by its product candidates; the Company's ability to increase its manufacturing capabilities for its products and product candidates; the Company's projected markets and growth in markets; the Company's product formulations and patient needs and potential funding sources; the Company's staffing needs; and other risk factors set forth from time to time in the Company's filings with the Securities and Exchange Commission made pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended. The Company undertakes no obligation to update the information in this press release to reflect events or circumstances after the date hereof or to reflect the occurrence of anticipated or unanticipated events.

Supernus Pharmaceuticals, Inc.
Consolidated Balance Sheets
(in thousands, except share data)

	December 31, 2019 (unaudited)	December 31, 2018
Assets		
Current assets		
Cash and cash equivalents	\$ 181,381	\$ 192,248
Marketable securities	165,692	163,770
Accounts receivable, net	87,332	102,922
Inventories, net	26,628	25,659
Prepaid expenses and other current assets	11,611	8,888
Total current assets	472,644	493,487
Long term marketable securities	591,773	418,798
Property and equipment, net	17,068	4,095
Intangible assets, net	24,840	31,368
Lease assets	21,279	—
Deferred income taxes	32,063	29,683
Other assets	615	380
Total assets	\$ 1,160,282	\$ 977,811
Liabilities and stockholders' equity		
Current liabilities		
Accounts payable	\$ 10,141	\$ 3,195
Accrued product returns and rebates	107,629	107,063
Accrued expenses and other current liabilities	37,130	36,535
Income taxes payable	2,443	12,377
Nonrecourse liability related to sale of future royalties; current portion	3,244	2,183
Total current liabilities	160,587	161,353
Convertible notes, net	345,170	329,462
Nonrecourse liability related to sale of future royalties; long term	19,248	22,575
Lease liabilities, long term	30,440	—
Other liabilities	9,409	11,398
Total liabilities	564,854	524,788
Stockholders' equity		
Common stock, \$0.001 par value; 130,000,000 shares authorized; 52,533,348 and 52,316,583 shares issued and outstanding as of December 31, 2019 and December 31, 2018, respectively	53	52
Additional paid-in capital	388,410	369,637
Accumulated other comprehensive earnings (loss), net of tax	7,417	(3,158)
Retained earnings	199,548	86,492
Total stockholders' equity	595,428	453,023
Total liabilities and stockholders' equity	\$ 1,160,282	\$ 977,811

Supernus Pharmaceuticals, Inc.
Consolidated Statements of Earnings
(in thousands, except share and per share data)

	Three Months ended December 31,		Years ended December 31,	
	2019	2018	2019	2018
	(unaudited)		(unaudited)	
Revenues				
Net product sales	\$ 97,909	\$ 113,494	\$ 383,400	\$ 399,871
Royalty revenue	2,537	2,440	9,355	8,276
Licensing revenue	—	—	—	750
Total revenues	100,446	115,934	392,755	408,897
Costs and expenses				
Cost of goods sold	4,113	4,188	16,660	15,356
Research and development	19,792	29,841	69,099	89,209
Selling, general and administrative	35,725	42,050	158,425	159,888
Total costs and expenses	59,630	76,079	244,184	264,453
Operating earnings	40,816	39,855	148,571	144,444
Other (expense) income				
Interest expense	(5,870)	(5,600)	(22,707)	(18,111)
Interest income, net	5,966	4,512	21,623	13,843
Total other (expense) income	96	(1,088)	(1,084)	(4,268)
Earnings before income taxes	40,912	38,767	147,487	140,176
Income tax expense	7,783	12,874	34,431	29,183
Net earnings	\$ 33,129	\$ 25,893	\$ 113,056	\$ 110,993
Earnings per share				
Basic	\$ 0.63	\$ 0.50	\$ 2.16	\$ 2.13
Diluted	\$ 0.62	\$ 0.48	\$ 2.10	\$ 2.05
Weighted-average shares outstanding				
Basic	52,471,389	52,264,504	52,412,181	51,989,824
Diluted	53,649,083	54,104,036	53,816,754	54,098,872

CONTACTS:

Jack A. Khattar, President and CEO
Gregory S. Patrick, Senior Vice President and CFO
Supernus Pharmaceuticals, Inc.
Tel: (301) 838-2591

or

INVESTOR CONTACT:

Peter Vozzo
Westwicke, an ICR Company
Office: (443) 213-0505
Mobile: (443) 377-4767
Email: peter.vozzo@westwicke.com



Supernus to Present at the 2020 Cowen Health Care Conference

ROCKVILLE, Md., February 26, 2020 -- Supernus Pharmaceuticals, Inc. (Nasdaq: SUPN), a pharmaceutical company focused on developing and commercializing products for the treatment of central nervous system (CNS) diseases, today announced that the Company's management will present an overview and update, as well as host investor meetings, at the 40th Annual Cowen Health Care Conference.

Date: Monday, March 2, 2020

Time: 4:10 p.m. ET

Place: Boston Marriott Copley Place, Boston, Mass.

Investors interested in arranging a meeting with the Company's management during this conference should contact the conference coordinator.

A live webcast of the presentation can be accessed by visiting 'Events & Presentations' in the Investor Relations section on the Company's website at www.supernus.com. An archived replay of this webcast will be available for 60 days on the Company's website after the conference.

About Supernus Pharmaceuticals, Inc.

Supernus Pharmaceuticals, Inc. is a pharmaceutical company focused on developing and commercializing products for the treatment of central nervous system (CNS) diseases. The Company currently markets Trokendi XR® (extended-release topiramate) for the prophylaxis of migraine and the treatment of epilepsy, and Oxtellar XR® (extended-release oxcarbazepine) for the treatment of epilepsy. The Company is also developing several product candidates to address large market opportunities in the CNS market, including SPN-812 for the treatment of ADHD and SPN-604 for the treatment of bipolar disorder.

CONTACT:

Jack A. Khattar, President and CEO

Gregory S. Patrick, Senior Vice President and CFO

Supernus Pharmaceuticals, Inc.

Tel: (301) 838-2591

Or

Investor Contact:

Peter Vozzo

Westwicke, an ICR Company

Office: (443) 213-0505

Mobile: (443) 377-4767

Email: peter.vozzo@westwicke.com
