
**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): **January 28, 2026**

Supernus Pharmaceuticals, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation or organization)
9715 Key West Ave
(Address of Principal Executive Offices)

001-35518
(Commission File Number)
Rockville MD

20-2590184
(I.R.S. Employer Identification No.)
20850
(Zip Code)

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

Not Applicable

(Former name or former address, if changed since last report.)

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

<u>Title of each class</u>	<u>Trading Symbol</u>	<u>Name of each exchange on which registered</u>
Common Stock, \$0.001 par value per share	SUPN	The Nasdaq Stock Market LLC

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))

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 January 22, 2026, Supernus Pharmaceuticals, Inc. (the “Company”) entered into a First Amendment (the “Amendment”) to the Agreement and Plan of Merger dated September 12, 2018 (the “Merger Agreement”), with Reich Consulting Group, Inc. as the Securityholder Representative.

The Amendment relates to the timing and payment of certain milestones under the Merger Agreement.

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

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit	Description
10.1*	First Amendment to Agreement and Plan of Merger, dated as of January 22, 2026, by and among Supernus Pharmaceuticals, Inc. and Reich Consulting Group, Inc.
104	The cover page from this Current Report on Form 8-K, formatted in Inline XBRL.

*Certain portions of this exhibit that constitute confidential information have been omitted in accordance with Regulation S-K, Item 601(b)(10)(iv) because it (i) is not material and (ii) would be competitively harmful if publicly disclosed

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: January 28, 2026

By: /s/ Timothy C. Dec
Timothy C. Dec
Senior Vice President and Chief Financial Officer

CERTAIN CONFIDENTIAL INFORMATION IDENTIFIED IN THIS DOCUMENT MARKED BY ***, HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.

FIRST AMENDMENT TO AGREEMENT AND PLAN OF MERGER

THIS FIRST AMENDMENT TO AGREEMENT AND PLAN OF MERGER (the “**First Amendment**”), dated as of January 22, 2026, is entered into by and among SUPERNUS PHARMACEUTICALS, INC., a Delaware corporation (“**Supernus**”), and REICH CONSULTING GROUP, INC., a Florida corporation, as the Securityholder Representative (the “**Securityholder Representative**”). Capitalized terms used but not otherwise defined herein, shall have the respective meanings ascribed to them in the Agreement as referenced in the first Recital.

RECITALS:

WHEREAS, the parties above, along with Supernus Merger Sub, Inc. and Biscayne Neurotherapeutics, Inc., executed that certain Agreement and Plan of Merger dated as of September 12, 2018 (the “**Agreement**”);

WHEREAS, the Agreement governs the payment of certain Milestone Payments;

WHEREAS, the parties have been in disagreement with regard to the timing of payment, if any, of the Proof of Concept Milestone Payment, as set forth in Section 3.01(a)(ii), and the Patent Issuance Milestone Payment, as set forth in Section 3.01(a)(i) of the Agreement; and

WHEREAS, the parties have reached agreement to resolve their differences as set forth herein this First Amendment.

NOW THEREFORE:

In consideration of the foregoing premises, and such other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The Recitals are incorporated herein by this reference.
2. In exchange for the Securityholder Representative entering into this Agreement, Supernus hereby agrees to, and shall, make a cash payment in the amount of *****
***** , by wire transfer of immediately available funds, to the account of the Security Representative set forth on Annex I, for the benefit of the Former Securityholders, by no later than 1:00 p.m., New York time, on June 30, 2026 (the “**Agreed Payment**”). Upon receipt of such payment, all obligations of Supernus to pay the Proof of Concept Milestone Payment shall cease and shall be deemed to have been satisfied in full.
3. In exchange for Supernus agreeing to make the Agreed Payment, the Securityholder Representative agrees not to initiate any claims, if any, against Supernus with respect to the Patent Issuance Milestone Payment until such time that Supernus or one of its Affiliates initiates a Phase 3 Clinical Trial expected to be used to file a New Drug Application of a Product; provided that this agreement of the Securityholder Representative shall automatically terminate if the Agreed Payment is not made in full on or prior to 1:00 p.m., New York time, on June 30, 2026. For the avoidance of any doubt, the Securityholder

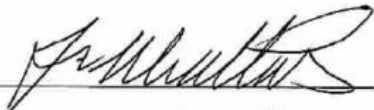
Representative agrees that Supernus has not initiated a Phase 3 clinical trial prior to the entry into this First Amendment.


4. Schedule A of the Agreement is hereby amended to include US Patent Number 11,351,120 (the "**Patent**") that was granted to Supernus on June 7, 2022 along with any related non-provisionals, divisionals, continuations, continuations-in-part, substitutes, reexaminations, reissues and all other applications for such Patent which have been or shall be filed in the United States or any foreign country.
5. The Agreement, as expressly amended by this First Amendment, is and shall continue to be in full force and effect as set forth by its terms.
6. This First Amendment may be executed in any number of counterparts, including by electronic means.
7. Article XI of the Agreement is hereby incorporated by reference into this First Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date set forth above.

SUPERNUS PHARMACEUTICALS, INC.

**REICH CONSULTING GROUP AS
SECURITIES REPRESENTATIVE**

BY: 
NAME: Jack Khattar
ITS: President & CEO

BY: 
NAME: _____
ITS: _____

