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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

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**FORM 8-K**

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**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 24, 2019**

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

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-37568**  
(Commission  
File Number)

**26-4231384**  
(I.R.S. Employer  
Identification No.)

**300 Connell Drive, Suite 4000**  
**Berkeley Heights, NJ**  
(Address of principal executive offices)

**07922**  
(Zip Code)

Registrant's telephone number, including area code      **(800) 208-3343**

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

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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 or Rule 12b-2 of the Securities Exchange Act of 1934.

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. ☒

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#### **Item 1.01 Entry into a Material Definitive Agreement.**

On January 24, 2019, Edge Therapeutics, Inc. (“Edge”), a Delaware corporation, Echos Merger Sub, Inc., a Delaware corporation (“Merger Sub”) and PDS Biotechnology Corporation, a Delaware corporation (“PDS” and, together with Edge and Merger Sub, the “Parties”) entered into Amendment No. 1 (the “Amendment”) to the Agreement and Plan of Merger and Reorganization, dated as of November 23, 2018 (the “Original Agreement” and, together with the Amendment, the “Merger Agreement”), by and among the Parties. The Original Agreement includes a covenant that Edge will submit to its stockholders for approval at a meeting of the stockholders a reverse stock split of its common stock, par value 0.00033, in the range of 5 and 10 currently outstanding shares of Edge common stock for 1 share, with the final reverse stock split ratio to be mutually agreed by Edge and PDS. The Amendment amends the Original Agreement by broadening the reverse stock split range to between 5 and 25 currently outstanding shares of Edge common stock for 1 share, with the final reverse stock split ratio to be mutually agreed by Edge and PDS.

The foregoing summary descriptions of the Amendment does not purport to be complete and is qualified in its entirety by reference to the Amendment, which is filed as Exhibit 2.1.

#### **Item 8.01 Other Events.**

The reference in the first bullet under “Edge Reasons for the Merger” on pages 9 and 83 of Amendment No. 1 to Edge’s Registration Statement on Form S-4 filed on January 25, 2019 (Registration No. 333-228937) (the “Registration Statement”) to “financial projections of Edge” refers to “financial projections of future cash usages furnished to Piper Jaffray by Edge management” discussed on pages 92 and 93 of the Registration Statement.

#### *Forward-Looking Statements*

This communication contains forward-looking statements (including within the meaning of Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended) concerning Edge, PDS, the transactions contemplated by the Merger Agreement (the “Merger”) and other matters. These statements may discuss goals, intentions and expectations as to future plans, trends, events, results of operations or financial condition, or otherwise, based on current beliefs of the management of Edge, as well as assumptions made by, and information currently available to, management. Forward-looking statements generally include statements that are predictive in nature and depend upon or refer to future events or conditions, and include words such as “may,” “will,” “should,” “would,” “expect,” “anticipate,” “plan,” “likely,” “believe,” “estimate,” “project,” “intend,” and other similar expressions among others. Statements that are not historical facts are forward-looking statements. Forward-looking statements are based on current beliefs and assumptions that are subject to risks and uncertainties and are not guarantees of future performance. Actual results could differ materially from those contained in any forward-looking statement as a result of various factors, including, without limitation: the risk that the conditions to the closing of the Merger are not satisfied, including the failure to timely or at all obtain stockholder approval for the Merger; uncertainties as to the timing of the consummation of the Merger and the ability of each of Edge and PDS to consummate the Merger; risks related to Edge’s ability to correctly estimate its operating expenses and its expenses associated with the Merger; risks related to the market price of Edge’s common stock relative to the exchange ratio; the ability of Edge or PDS to protect their respective intellectual property rights; competitive responses to the Merger; unexpected costs, charges or expenses resulting from the Merger; potential adverse reactions or changes to business relationships resulting from the announcement or completion of the Merger; and legislative, regulatory, political and economic developments. The foregoing review of important factors that could cause actual events to differ from expectations should not be construed as exhaustive and should be read in conjunction with statements that are included herein and elsewhere, including the risk factors included in Edge’s most recent Annual Report on Form 10-K, and Edge’s recent Quarterly Report on Form 10-Q and Current Reports on Form 8-K filed with the SEC. Edge can give no assurance that the conditions to the Merger will be satisfied. Except as required by applicable law, Edge undertakes no obligation to revise or update any forward-looking statement, or to make any other forward-looking statements, whether as a result of new information, future events or otherwise.

### *No Offer or Solicitation*

This communication is for informational purposes only and is neither an offer to purchase, nor a solicitation of an offer to sell, subscribe for or buy any securities or the solicitation of any vote in any jurisdiction pursuant to the proposed transactions or otherwise, nor shall there be any sale, issuance or transfer of securities in any jurisdiction in contravention of applicable law. No offer of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

### *Important Additional Information Will be Filed with the SEC*

In connection with the proposed transaction between Edge and PDS, Edge has filed relevant materials with the SEC, including a registration statement that contains a proxy statement and prospectus. **EDGE URGES INVESTORS AND STOCKHOLDERS TO READ THESE MATERIALS CAREFULLY AND IN THEIR ENTIRETY BECAUSE THEY CONTAIN IMPORTANT INFORMATION ABOUT EDGE, THE MERGER AND RELATED MATTERS.** Investors and shareholders may obtain free copies of the proxy statement, prospectus and other documents filed by Edge with the SEC through the website maintained by the SEC at [www.sec.gov](http://www.sec.gov). In addition, investors and shareholders will be able to obtain free copies of the proxy statement, prospectus and other documents filed by Edge with the SEC by contacting Edge Therapeutics, Inc., 300 Connell Drive, Suite 4000, Berkeley Heights, New Jersey 07922, Attention: Corporate Secretary or delivered via e-mail to [investors@edgetherapeutics.com](mailto:investors@edgetherapeutics.com)

### *Participants in the Solicitation*

Edge and PDS, and each of their respective directors and executive officers and certain of their other members of management and employees and affiliates of their respective directors, may be deemed to be participants in the solicitation of proxies in connection with the Merger. Information about Edge's directors and executive officers is included in Edge's Annual Report on Form 10-K for the year ended December 31, 2017, filed with the SEC on March 1, 2018, and the Proxy Statement on Schedule 14A for the 2018 Annual Meeting of Stockholders filed with the SEC on April 25, 2018. Additional information regarding these persons and their interests in the Merger will be included in the proxy statement relating to the Merger when it is filed with the SEC. These documents can be obtained free of charge from the sources indicated above.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit No.</b>	<b>Description</b>
<a href="#"><u>2.1</u></a>	Amendment No. 1 to Agreement and Plan of Merger and Reorganization, dated as of January 24, 2019, by and among Edge Therapeutics, Inc., Echos Merger Sub, Inc. and PDS Biotechnology Corporation.

## 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.

**Edge Therapeutics, Inc.**

Date: January 30, 2019

/s/ Andrew Saik

Name: Andrew Saik

Title: Chief Financial Officer

AMENDMENT NO. 1 TO THE AGREEMENT AND PLAN OF MERGER  
AND REORGANIZATION

This Amendment No.1, dated as of January 24, 2019 (this “**Amendment**”) to the Agreement and Plan of Merger and Reorganization (the “**Original Agreement**”), dated as of November 23, 2018, by and among Edge Therapeutics, Inc. (“**Parent**”), Echos Merger Sub, Inc. (“**Merger Sub**”) and PDS Biotechnology Corporation, a Delaware corporation (the “**Company**”) is entered into by and between Parent, Merger Sub and the Company. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Original Agreement.

**RECITALS**

WHEREAS, Parent, Merger Sub and the Company desire to amend the Original Agreement as hereinafter provided;

WHEREAS, Section 10.2 of the Original Agreement provides that the Original Agreement may be amended with the approval of the respective Boards of Directors of the Company, Merger Sub and Parent at any time (whether before or after the adoption and approval of this Agreement by the Company’s stockholders or before or after obtaining the Required Parent Stockholder Vote); *provided, however*, that after any such approval of this Agreement by a Party’s stockholders, no amendment shall be made which by Law requires further approval of such stockholders without the further approval of such stockholders; and

WHEREAS, Section 10.2 of the Original Agreement further provides that the Original Agreement may not be amended except by an instrument in writing signed on behalf of each of the Company, Merger Sub and Parent.

NOW, THEREFORE, in consideration of the foregoing and the agreements contained herein, the parties, intending to be legally bound hereby, agree as follows:

**Section 1. Amendment to Original Agreement.**

a. Effective as of the date of this Amendment, Section 5.23 (Reverse Split) of the Original Agreement shall be deleted in its entirety and replaced with:

**5.23. Reverse Split.** Parent shall submit to the holders of Parent Common Stock at the Parent Stockholders’ Meeting a proposal to approve and adopt an amendment to the Parent Certificate of Incorporation to authorize the Board of Directors of Parent to effect a reverse stock split of all outstanding shares of Parent Common Stock at a reverse stock split ratio of between 5 and 25 for 1 as mutually agreed to by Parent and the Company (the “Reverse Split”). Parent shall use commercially reasonable efforts, including engaging a proxy solicitor to solicit from its stockholders proxies in favor of the Reverse Split.

**Section 4. Representation of Parent and Merger Sub.** Parent represents and warrants to the Company that the Board of Directors of each of Parent and Merger Sub have voted to adopt and approve this Amendment.

**Section 5. Representation of Company.** The Company represents and warrants to Parent that the Board of Directors of the Company has voted to adopt and approve this Amendment.

**Section 6. Continuing Effect of Original Agreement.** This Amendment shall only serve to amend and modify the Original Agreement to the extent specifically provided herein. All terms, conditions, provisions and references of and to the Original Agreement which are not specifically modified and/or amended herein shall remain in full force and effect and shall not be altered by any provisions herein contained. On and after the date of this Amendment, each reference in the Original Agreement to “this Agreement,” “hereunder,” “hereof,” “herein” or words of like import, and each reference to the Original Agreement in any other agreements, documents or instruments executed and delivered pursuant to the Original Agreement, shall mean and be a reference to the Original Agreement, as amended by this Amendment; provided that references to “the date of this Agreement,” “the date hereof,” and other similar references in the Original Agreement shall continue to refer to the date of the Original Agreement and not to the date of this Amendment.

**Section 7. Miscellaneous Provisions.** This Amendment shall be subject to the general provisions contained in Section of the Original Agreement, which are incorporated by reference herein, in each case, *mutatis mutandis*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Agreement and Plan of Merger and Reorganization as of the date first written above.

**EDGE THERAPEUTICS, INC.**

By: /s/ Brian A. Leuthner  
Name: Brian A. Leuthner  
Title: President and Chief Executive Officer

**ECHOS MERGER SUB, INC.**

By: /s/ Brian A. Leuthner  
Name: Brian A. Leuthner  
Title: President and Chief Executive Officer

**PDS BIOTECHNOLOGY CORPORATION**

By: /s/ Frank Bedu-Addo  
Name: Frank Bedu-Addo  
Title: Chief Executive Officer

[Signature Page to Amendment No. 1 to the Merger Agreement]