

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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 2, 2024 (January 1, 2024)**

SIGA TECHNOLOGIES, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation or
organization)

0-23047
(Commission file number)

13-3864870
(I.R.S. employer identification no.)

31 East 62nd Street
New York, New York
(Address of principal executive offices)

10065
(Zip code)

Registrant's telephone number, including area code: (212) 672-9100

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(s)	Name of each exchange on which registered
common stock, \$.0001 par value	SIGA	The Nasdaq Global Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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

On January 1, 2024, SIGA Technologies, Inc. (the “Company”) and Phillip Louis Gomez, III, entered into an amendment (the “Amendment”) to the Amended and Restated Transition Agreement previously entered into by the Company and Dr. Gomez on July 26, 2023 (the “Amended & Restated Transition Agreement”). The Amendment provides that Dr. Gomez will continue to serve as Chief Executive Officer of the Company until the earlier of (A) March 31, 2024 (extended from January 1, 2024 in connection with the Company’s ongoing process with respect to a successor Chief Executive Officer), or (B) the date a new Chief Executive Officer commences services with the Company in such role; provided that the term of employment may be further extended beyond March 31, 2024 under certain circumstances. Dr. Gomez will continue to be eligible to receive compensation and benefits in the ordinary course through the date of his termination of employment, including his base salary and a pro-rated annual bonus for 2024. All of the other terms and conditions of the Amended & Restated Transition Agreement remain in full force and effect.

The foregoing description is qualified in its entirety by reference to the Amendment, a copy of which is attached as Exhibit 10.1 hereto and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) The following exhibits are included in this report:

Exhibit No.	Description
10.1	Amendment to the Amended and Restated Transition Agreement, dated January 1, 2024, between SIGA Technologies, Inc. and Phillip Louis Gomez, III.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

SIGA TECHNOLOGIES, INC.

By: /s/ Daniel J. Luckshire

Name: Daniel J. Luckshire

Title: Chief Financial Officer

Date: January 2, 2024

**AMENDMENT TO
AMENDED & RESTATED TRANSITION AGREEMENT**

This amendment to the Amended and Restated Transition Agreement (the "Amendment") is made and entered into on this January 1, 2024, by and between SIGA Technologies, Inc., a Delaware corporation (the "Company"), and Phillip Louis Gomez, III (the "Executive" and, together with the Company, the "Parties").

WHEREAS, the Parties previously entered into an amended and restated transition agreement, dated July 26, 2023 (the "Amended and Restated Transition Agreement");

WHEREAS, Section 1 of the Amended and Restated Transition Agreement permits the Parties to mutually agree to extend Executive's employment with the Company beyond January 1, 2024; and

WHEREAS, the Parties intend to amend the Amended and Restated Transition Agreement as set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Definitions.** Capitalized terms not defined herein shall have the meaning set forth in the Amended and Restated Transition Agreement.

2. **Amendments.**

(a) In accordance with Section 1 of the Amended and Restated Transition Agreement, the Parties agree to extend the "Employment End Date" to March 31, 2024.

(b) Section 3(b) of the Amended and Restated Transition Agreement is hereby deleted in its entirety and replaced with the following:

"The Company shall pay Executive an Annual Bonus for calendar year 2023, which shall be paid in normal course but no later than March 15, 2024. Provided that Executive remains employed through the Transition Date, then the Company shall pay Executive a pro-rata Annual Bonus in respect of calendar year 2024, which shall be paid in lump sum within thirty (30) days following the Departure Date, equal to the product of (A) the target Annual Bonus and (B) a fraction (x) the numerator of which is the number of days in calendar year 2024 through the Departure Date and (y) the denominator of which is 366."

3. **Effect of Amendment.** All the terms and conditions of the Amended and Restated Transition Agreement not affected by the terms of this Amendment shall remain in full force and effect between the Parties.
4. **Entire Agreement.** The Amended and Restated Transition Agreement, together with this Amendment, constitutes and represents the entire agreement between the Parties hereto and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. The Amended and Restated Transition Agreement and this Amendment may be amended, supplemented, modified or discharged only upon an agreement in writing executed by all of the parties hereto.
5. **Counterparts.** This Amendment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement. Signatures presented by facsimile transmission shall be deemed effective at the time of transmission and shall be replaced by original signatures as soon thereafter as practicable.

[Remainder of page intentionally left blank]

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

SIGA TECHNOLOGIES, INC.

By: /s/ Daniel J. Luckshire

Name: Daniel J. Luckshire

Title: Chief Financial Officer

EXECUTIVE

/s/ Phillip Louis Gomez, III

Phillip Louis Gomez, III

[Signature Page to Amendment to Amended and Restated Transition Agreement]
