

**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): June 24, 2025

Commission file number 001-39531

**PROCESSA PHARMACEUTICALS, INC.**

(Exact name of Registrant as Specified in its Charter)

Delaware  
(State or Other Jurisdiction of  
Incorporation or Organization)

45-1539785  
(I.R.S. Employer  
Identification Number)

601 21<sup>st</sup> Street, Suite 300, Vero Beach, FL 32960  
(Address of Principal Executive Offices, Including Zip Code)

(772) 453-2899  
(Registrant's Telephone Number, Including Area Code)

(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: Par value \$.0001	PCSA	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 (§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 1.01. Entry into a Material Agreement.**

On June 24, 2025, Yuhan executed Amendment No. 1 to the Yuhan agreement with such amendment being effective as of June 11, 2025. The Amendment was in connection with the entry into the term sheet, on June 17, 2025 with Intact Therapeutics.

**Item 5.07. Submission of Matters to a Vote of Security Holders**

On June 30, 2025 Processa Pharmaceuticals, Inc. convened its Annual Shareholder Meeting at 1:00 PM EDT in Hanover, MD.

At that time, there were not present or represented by proxy a sufficient number of shares of the Company's Stock to constitute a quorum. The Company adjourned the meeting without conducting any business because a quorum was not present.

The meeting will reconvene on July 30, 2025 at 1:00 PM in Hanover, MD.

The Company will not change the record date of the Annual Meeting. Accordingly, only stockholders of record at the close of business on May 1, 2025 will be entitled to vote at the reconvened Annual Meeting.

Stockholders who have previously submitted their proxy or otherwise voted and who do not wish to change their vote do not need to take any action. The proposals for the meeting remain unchanged, and the proxy statement and other SEC filings are available on the SEC's website at [www.sec.gov](http://www.sec.gov).

Item 9.01. Financial Statements and Exhibits.

Exhibit No.	Exhibit Description
10.1	<a href="#">Amendment No. 1 to License Agreement with Yuhan Corporation</a>
104	Cover Page Interactive Data File (embedded within the inline XBRL Document)

SIGNATURE

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, on June 30, 2025.

PROCESSA PHARMACEUTICALS, INC.  
Registrant

By: /s/ George Ng  
George Ng  
Chief Executive Officer

**AMENDMENT 1 TO LICENSE AGREEMENT**

This Amendment 1 to the License Agreement ("Amendment 1") is entered into this 11th day of June 2025 (the "Amendment 1 Effective Date"), by and between Processa Pharmaceuticals, Inc. a company organized under the laws of Delaware, having a business address at 7380 Coca Cola Drive, Suite 106, Hanover, MD 21076 ("Processa"), and Yuhan Corporation a company in Seoul, Korea, whose principal place of business is at 74, Noryangjin-ro, Dongjak-gu, Seoul, Korea ("Yuhan").

WHEREAS, the Parties entered into a License Agreement dated August 19, 2020 (the "License Agreement");

WHEREAS, the Parties now wish to amend the License Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

- 1 **Definitions.** Except as otherwise defined herein, any capitalized terms used in this Amendment 1 shall have the meanings prescribed by the License Agreement.

2 **Amendments**

- 2.1 Section 6.1(d) of the License Agreement is hereby deleted in its entirety and replaced with the following:

*(d) Dose the first patient with the Product in a Phase 2B Clinical Trial, Phase 3 Clinical Trial or other Pivotal Clinical Trial within one hundred eight (108) months from the Effective Date of this Agreement. Notwithstanding the foregoing, aforementioned period will be automatically adjusted to seventy-two (72) months if: (i) Processa fails to execute a definitive agreement with Intact to sublicense the licenses granted by Yuhan under Section 2.1(a), in accordance with Section 2.1(c), by June 30, 2025; or (ii) Processa executes the sublicensing agreement, but, for any reason, the sublicense granted by Processa to Intact is returned to Processa;*

- 2.2 Section 7.6(b) of the License Agreement is hereby deleted in its entirety and replaced with the following:

*(b) Processa shall pay Yuhan the Sublicense Payments within thirty (30) days after the receipt of the Sublicense Consideration. Depending on when the applicable sublicense agreement enters into force Processa shall pay to Yuhan the percentage defined in the following Table:*

<b><i>Sublicense Effective Date</i></b>	<b><i>Sublicense Payment Percentage</i></b>
<i>Before 1<sup>st</sup> Phase 2a Clinical Trial FPFV</i>	80%
<i>Before 1<sup>st</sup> Phase 2b Clinical Trial FPFV</i>	60%
<i>After 1st Phase 2b Clinical Trial FPFV but Before 1st Phase 3 Clinical Trial FPFV</i>	50%
<i>After 1st Phase 3 Clinical Trial FPFV</i>	40%


- 3 The provisions herein shall supersede and replace all conflicting provisions and subject matter otherwise contained in the License Agreement, and in the event of any contradiction or conflict between the License Agreement and this Amendment 1, this Amendment 1 shall prevail. All other terms, conditions and provisions of the License Agreement shall remain unchanged and continue in full force and effect and shall apply to this Amendment 1.
- 4 This Amendment 1 may be executed in two or more counterparts, each of which shall be deemed an original and that together shall constitute one and the same instrument. Such counterparts may be exchanged by facsimile or PDF (provided that each executed counterpart is transmitted in one complete transmission or electronic mail message). Where there is an exchange of executed counterparts by facsimile or PDF, each Party shall be bound by the Amendment 1 notwithstanding that original copies of the Amendment 1 may not be exchanged immediately. The Parties shall cooperate after execution of the Amendment 1 and exchange by facsimile or PDF to ensure that each Party obtains an original executed copy of this Amendment 1 with reasonable promptness.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have signed this Amendment 1 as of the Amendment 1 Effective Date.

**PROCESSA PHARMACEUTICALS, INC.**

**YUHAN CORPORATION**

By:   
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By: 

Name: George Ng

Name: Wook Je Cho

Title: CEO

Title: CEO and President