
**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): October 31, 2025

ABSCI CORPORATION
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-40646
(Commission
File Number)

85-3383487
(I.R.S. Employer
Identification No.)

18105 SE Mill Plain Blvd
Vancouver, WA 98683
(Address of principal executive offices, including zip code)

(360) 949-1041
(Registrant's telephone number, including area code)

Not Applicable
(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:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, \$0.0001 par value per share	ABSI	The Nasdaq Global Select 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 Definitive Agreement.

On October 31, 2025, Absci Corporation (the “*Company*”) executed a Letter Agreement (the “*Letter Agreement*”) with SBGH, LLC (“*SBGH*”), which supplements and amends that certain Agreement and Plan of Merger (the “*Merger Agreement*”), dated as of June 4, 2021, by and among the Company, Target Discovery Merger Sub I, Inc., Target Discovery Merger Sub II, LLC, Totient, Inc., a Delaware corporation (“*Totient*”), and the stockholders named therein.

Pursuant to the terms of the Letter Agreement, the Company and SBGH, as representative of the sellers under the Merger Agreement, agreed, among other things, to a final distribution of the Milestone Consideration (as defined in the Merger Agreement), in full satisfaction of all potential milestone payments due under the Merger Agreement, such that (i) certain former stockholders of Totient will receive approximately \$7.6 million of aggregate Milestone Consideration to be distributed as set forth in the Letter Agreement, and (ii) the Company will receive approximately \$8.7 million of Milestone Consideration.

The Letter Agreement is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference, and the foregoing description of the terms of the Letter Agreement is qualified in its entirety by reference to such exhibit.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

[10.1# Letter Agreement dated October 31, 2025.](#)

104 Cover Page Interactive Data File (embedded within the Inline XBRL document).

Portions of this exhibit have been redacted because they are both (i) not material and (ii) the type of information that the Company treats as private or confidential

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.

Absci Corporation

Date: November 4, 2025

By: /s/ Sean McClain
Sean McClain
Founder & CEO

CERTAIN INFORMATION CONTAINED IN THIS EXHIBIT, MARKED BY [*], HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE THE REGISTRANT HAS DETERMINED THAT IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.**

**Absci Corporation
18105 SE Mill Plain Blvd.
Vancouver, WA 98683**

October 31, 2025

SBGH, LLC
455 Market St Ste 1940
PMB 694104
San Francisco, California 94105-2448
Attn: Manager

Deniz Kural
James Sietstra
Daniele Biasci
c/o SBGH, LLC
455 Market St Ste 1940
PMB 694104
San Francisco, California 94105-2448
Attn: Manager

Re: Letter Agreement to Supplement and Amend Merger Agreement (this “**Agreement**”)

Dear Ladies and Gentlemen:

We refer to the Agreement and Plan of Merger (“**Merger Agreement**”), dated as of June 4, 2021, by and among Absci Corporation, a Delaware corporation (“**Absci**”), Target Discovery Merger Sub I, Inc., Target Discovery Merger Sub II, LLC, Totient, Inc., a Delaware corporation (“**Totient**”) and the stockholders named therein. Capitalized terms used but not defined herein have the meanings assigned to them in the Merger Agreement.

[***].

Pursuant to the terms of the Merger Agreement, and that certain Escrow Agreement, dated June 4, 2021 by and among Absci, SBGH, LLC (“**SBGH**”), a Delaware limited liability company, solely in its capacity as the representative of the Sellers (as defined therein) and Western Alliance Bank, as escrow agent (the “**Escrow Agreement**”), each of Absci and SBGH wish to document their agreement with respect to the distribution of the Milestone Consideration, and in consideration of such payments, enter into a mutual release of claims.

1. Milestone Consideration. Absci, SBGH and each of the other parties hereto acknowledge and agree that:
 - (a) the amount of all remaining Escrow Funds is \$16,341,765.20, inclusive of the Milestone Consideration and any accrued interest as of the date of this Agreement (the “**Amount**”);
 - (b) within five (5) Business Days after the date hereof, the Amount shall be distributed as follows, in full satisfaction of any and all obligations with respect to payment of the Milestone Consideration under the Merger Agreement:
 - i. \$7,649,000 will be distributed to the applicable Sellers in accordance with the payout schedule attached hereto as Exhibit A;
 - ii. \$8,692,765.20 will be distributed to Absci, together with any remaining Escrow Funds (which may include any additional interest accrued on the Amount from the date hereof to the date of such distribution);
 - (c) the Amount will be promptly disbursed in accordance with Section 4 of the Escrow Agreement and the Escrow Agreement shall be immediately terminated pursuant to Section 9 of the Escrow Agreement.
2. No Further Payments. Absci, SBGH and each of the other parties hereto acknowledge and agree that, following distribution of the Amount as set forth above, all the conditions of Section 2.13 of the Merger Agreement are satisfied, and that none of the Sellers nor any other former securityholder of Totient are or shall be entitled to any further payment under the Merger Agreement, including upon any subsequent achievement of the Milestone or otherwise.
3. General Public Disclosure Right. Totient expressly acknowledges and agrees that Absci may file a copy of this Agreement with the Securities and Exchange Commission (“**SEC**”) and describe this Agreement in its entirety in any filings Absci makes with the SEC, to the extent required by applicable law, regulation, or stock exchange rule or as recommended by any of Absci’s outside counsel or auditors, and/or are required by applicable securities law or regulation. In addition, Totient expressly acknowledges and agrees that Absci may publicly disclose the existence and terms of this Agreement, including summaries or descriptions thereof, in any press release, investor communication, or other public statement, provided that any such disclosure is accurate and consistent with this Agreement (and the Merger Agreement as relevant) and applicable securities law or regulation.
4. [***].

5. Miscellaneous

- (a) The parties understand and agree that neither the distribution of any sum of money or portion of the Milestone Consideration nor the execution of this Agreement by the parties constitutes or will be construed as an admission of any wrongdoing, or of liability, or of a violation of any law, regulation, contract, or policy whatsoever by any party. The parties understand and agree that this Agreement reflects [***].
- (b) The parties agree that their employees, officers and directors will not make any voluntary disparaging statements or representations, either directly or indirectly, whether orally or in writing, to any person whatsoever, about the other parties or the services or products offered by the other party. For purposes of this paragraph, a disparaging statement or representation is any communication which, if publicized to another, would cause or tend to cause the recipient of the communication to question the business condition, integrity, competence, or good character of the entity or party to whom the communication relates.
- (c) SBGH and each of the other parties hereto represents and warrants that they have full power, capacity, and authority to execute and deliver this Agreement and to perform their obligations hereunder.
- (d) The parties hereto agree that irreparable damage could occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties hereto shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to specific enforcement of the terms and provisions of this Agreement, in addition to any other remedy to which any party is entitled at law or in equity. If any action shall be brought in equity to enforce the provisions of this Agreement, no party shall allege, and each party hereby waives the defense, that there is an adequate remedy at law, and each party agrees to waive any requirement for the securing or posting of any bond in connection therewith.
- (e) This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any other choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.
- (f) This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and the parties hereto may not amend, modify or supplement this Agreement except pursuant to a written

instrument making specific reference to this Agreement that identifies itself as an amendment, modification or supplement to this Agreement and that is signed by each of the parties hereto.

- (g) This Agreement may be executed in multiple counterparts, each of which shall for all purposes be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument, with signatures of the parties transmitted by electronic transmission deemed to be their original signatures for all purposes.

[Signature Page Follows]

If the foregoing correctly sets forth the understanding among Absci, SBGH and the other Major Stockholders with respect to the foregoing, please so indicate your agreement by signing in the place provided below, at which time this letter shall become binding.

Very truly yours,

Agreed and Accepted:

Absci Corporation

SBGH, LLC

as Stockholder Representative

By: /s/ Sean McClain

By: /s/ Deniz Kural

Name: Sean McClain

Name: Deniz Kural

Title: Chief Executive Officer

Title: Partner

MAJOR STOCKHOLDERS:

/s/ Deniz Kural

Deniz Kural

/s/ James Sietstra

James Sietstra

/s/ Daniele Biasci

Daniele Biasci

SBGH, LLC

By: /s/ Deniz Kural

Name: Deniz Kural

Title: Partner

EXHIBIT A

[*]**