

**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): **February 27, 2026**

ENZON PHARMACEUTICALS, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

000-12957
(Commission File Number)

22-2372868
(IRS Employer Identification No.)

20 Commerce Drive (Suite 135), Cranford, New Jersey
(Address of principal executive offices)

07016
(Zip Code)

(732) 980-4500
(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>
None	N/A	N/A

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 February 27, 2026, Enzon Pharmaceuticals, Inc. (the “**Company**”) entered into the Eighth Amendment to the Section 382 Rights Agreement (the “**Eighth Amendment**”), which amends the Section 382 Rights Agreement, dated as of August 14, 2020 (the “**Rights Agreement**”), by and between the Company and Continental Stock Transfer & Trust Company, as rights agent. Effective as of June 2, 2021, the Company amended the Rights Agreement (the “**First Amendment**”) to extend the Final Expiration Date (as defined in the Rights Agreement) of the rights issued pursuant to the Rights Agreement from the close of business on August 13, 2021 to the close of business on June 2, 2024. Effective as of May 16, 2024, the Company amended the Rights Agreement (the “**Second Amendment**”) to extend the Final Expiration Date of the rights issued pursuant to the Rights Agreement from the close of business on June 2, 2024 to the close of business on March 31, 2025. Effective as of March 31, 2025, the Company entered into the Third Amendment (the “**Third Amendment**”) to extend the Final Expiration Date of the rights issued pursuant to the Rights Agreement from the close of business on March 31, 2025 to the close of business on June 30, 2026. On August 13, 2025, the Company entered into the Fourth Amendment (the “**Fourth Amendment**”), to amend the Final Expiration Date of the rights issued pursuant to the Rights Agreement from the close of business on June 30, 2026 to the close of business on September 30, 2025. On September 30, 2025, the Company entered into the Fifth Amendment (the “**Fifth Amendment**”) to amend the Final Expiration Date of the rights issued pursuant to the Rights Agreement from the close of business on September 30, 2025 to the close of business on December 31, 2025. On December 23, 2025, the Company entered into the Sixth Amendment (the “**Sixth Amendment**”) to amend the Final Expiration Date of the rights issued pursuant to the Rights Agreement from the close of business on December 31, 2025 to the close of business on January 31, 2026. On January 30, 2026, the Company entered into the Seventh Amendment (the “**Seventh Amendment**”) to amend the Final Expiration Date of the rights issued pursuant to the Rights Agreement from the close of business on January 31, 2026 to noon, New York City time, on March 2, 2026.

On February 27, 2026, the Company entered into the Eighth Amendment to amend the Final Expiration Date of the rights issued pursuant to the Rights Agreement from noon, New York City time, on March 2, 2026, to noon, New York City time, on March 11, 2026. Except for the adjustment to the Final Expiration Date, the Rights Agreement otherwise remains unmodified.

The Eighth Amendment has been adopted because the Company’s management believes that it is in the best interests of the Company and its stockholders to provide for a Final Expiration Date of noon, New York City time, on March 11, 2026, as established in the Eighth Amendment.

The foregoing description does not purport to be complete and is qualified in its entirety by reference to the complete text of (i) the Rights Agreement, which was filed with the U.S. Securities and Exchange Commission (the “**SEC**”) as Exhibit 4.1 to the Company’s Registration Statement on Form 8-A filed with the SEC on August 14, 2020, (ii) the First Amendment, which was filed with the SEC as Exhibit 4.1 to the Company’s Current Report on Form 8-K filed on June 8, 2021, (iii) the Second Amendment, which was filed with the SEC as Exhibit 4.1 to the Company’s Current Report on Form 8-K filed on May 22, 2024, (iv) the Third Amendment, which was filed with the SEC as Exhibit 4.1 to the Company’s Current Report on Form 8-K filed on April 1, 2025, (v) the Fourth Amendment, which was filed with the SEC as Exhibit 4.1 to the Company’s Quarterly Report on Form 10-Q filed on August 14, 2025, (vi) the Fifth Amendment, which was filed with the SEC as Exhibit 4.1 to the Company’s Current Report on Form 8-K on September 30, 2025, (vii) the Sixth Amendment, which was filed with the SEC as Exhibit 4.1 to the Company’s Current Report on Form 8-K on December 23, 2025, (viii) the Seventh Amendment, which was filed with the SEC as Exhibit 4.1 to the Company’s Current Report on Form 8-K on January 30, 2026, and (ix) the Eighth Amendment, which is attached hereto as Exhibit 4.1. The Rights Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, and the Eighth Amendment are incorporated herein by reference.

Item 3.03 Material Modification to Rights of Security Holders.

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.03.

Item 7.01 Regulation FD Disclosure.

On February 27, 2026, the Company issued a press release announcing an extension to the expiration date for the exchange offer (the “*Offer*”) by the Company to each holder of its Series C Non-Convertible Redeemable Preferred Stock, \$0.01 par value per share (the “*Series C Preferred Stock*”), to exchange such Series C Preferred Stock for shares of Enzon’s common stock, \$0.01 par value per share. After giving effect to the extension, the Offer expires one minute after 11:59 p.m., Eastern time, on March 9, 2026, unless the Offer is further extended. A copy of the press release is attached as Exhibit 99.1 hereto and incorporated herein by reference.

In accordance with General Instruction B.2 of Form 8-K, the foregoing information, including Exhibit 99.1, shall not be deemed “filed” for the purposes of Section 18 of the Exchange Act of 1934, as amended (the “*Exchange Act*”), or otherwise subject to the liabilities of that section, nor shall such information, including Exhibit 99.1, be deemed incorporated by reference into any filing under the Securities Act or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

Important Information About the Merger and Where to Find It

In connection with the proposed transactions between Enzon and Viskase Companies, Inc. (“*Viskase*”), Enzon filed a registration statement on Form S-4 with the SEC that contains a prospectus, consent solicitation statement and offer to exchange (the “*Registration Statement*”). The Registration Statement includes financial information regarding the combined company. This communication is not a substitute for the Registration Statement or any other documents that Enzon may file with the SEC or that Enzon or Viskase may send to their respective stockholders in connection with the transactions contemplated by the Merger Agreement.

You may obtain free copies of the Registration Statement and all other documents filed or that will be filed with the SEC regarding the proposed transaction at the website maintained by the SEC at www.sec.gov. The Registration Statement is available free of charge on Enzon’s website at <https://www.enzon.com>.

No Offer or Solicitation

This communication is not intended to be, and shall not constitute, an offer to sell or the solicitation of an offer to buy or sell any securities or a solicitation of any vote or approval, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. 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.

Cautionary Statements Regarding Forward-Looking Statements

Certain statements contained in this filing may be considered forward-looking statements within the meaning of the U.S. Private Securities Litigation Reform Act of 1995, including statements regarding the proposed transaction involving Enzon and Viskase, the ability to consummate the proposed transaction, and the ability to quote the common stock of the combined company on the “OTCQB” tier of the OTC market of the OTC Markets Group, Inc. 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: (i) the risk that the conditions to the closing of the proposed transaction are not satisfied, including the failure to obtain the necessary approvals for the proposed transaction; (ii) uncertainties as to the timing of the consummation of the proposed transaction, including timing for satisfaction of the closing conditions, and the ability of each of Enzon and Viskase to consummate the proposed transaction; (iii) the ability of Viskase to timely deliver the financial statements required by the Merger Agreement, as amended; (iv) the possibility that other anticipated benefits of the proposed transaction will not be realized, including without limitation, anticipated revenues, expenses, earnings and other financial results, and growth and expansion of the combined company’s operations, and the anticipated tax treatment of the combination; (v) potential litigation relating to the proposed transaction that could be instituted against Enzon, Viskase or their respective officers or directors; (vi) possible disruptions from the proposed transaction that could harm Enzon’s or Viskase’s respective businesses; (vii) the ability of Viskase to retain, attract and hire key personnel; (viii) potential adverse reactions or changes to relationships with customers, employees, suppliers or other parties resulting from the announcement or completion of the proposed transaction; (ix) potential business uncertainty, including changes to existing business relationships, during the pendency of the proposed transaction that could affect Enzon’s or Viskase’s financial performance; (x) certain restrictions during the pendency of the proposed transaction that may impact Enzon’s or Viskase’s ability to pursue certain business opportunities or strategic transactions; (xi) the exchange ratio and relative ownership levels as of the closing of the transactions contemplated by the Merger Agreement, as amended; (xii) estimates regarding future revenue, expenses, and capital requirements following the closing of the transactions contemplated by the Merger Agreement, as amended; (xiii) legislative, regulatory and economic developments; (xiv) unpredictability and severity of catastrophic events, including, but not limited to, acts of terrorism, trade wars, or outbreak of war or hostilities, as well as management’s response to any of the aforementioned factors; and (xv) such other risks and uncertainties, including those that are set forth in the Registration Statement under the heading “Risk Factors”, in Enzon’s periodic public filings with the SEC, and in Viskase’s annual and quarterly reports posted to Viskase’s website. Enzon and Viskase can give no assurance that the conditions to the proposed transaction will be satisfied. Except as required by applicable law, neither Enzon, nor Viskase undertakes any 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.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit	Description
4.1	Eighth Amendment to the Section 382 Rights Agreement, dated as of February 27, 2026, by and between Enzon Pharmaceuticals, Inc. and Continental Stock Transfer & Trust Company.
99.1	Press Release issued by Enzon Pharmaceuticals, Inc., dated February 27, 2026 (incorporated by reference to Exhibit (a)(1)(F) to Amendment No. 2 to the Schedule TO-I filed by Enzon with the SEC on February 27, 2026).
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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.

ENZON PHARMACEUTICALS, INC.
(Registrant)

Date: February 27, 2026

By: /s/Richard L. Feinstein
Name: Richard L. Feinstein
Title: Chief Executive Officer, Chief Financial Officer and Secretary

**EIGHTH AMENDMENT TO THE
SECTION 382 RIGHTS AGREEMENT**

by and between

ENZON PHARMACEUTICALS, INC.

and

CONTINENTAL STOCK TRANSFER & TRUST COMPANY,

as Rights Agent

This **EIGHTH AMENDMENT TO THE SECTION 382 RIGHTS AGREEMENT** (this "Eighth Amendment") is made and entered into February 27, 2026, and is effective immediately, by and between Enzon Pharmaceuticals, Inc., a Delaware corporation (the "Company"), and Continental Stock Transfer & Trust Company, a New York corporation, as rights agent (the "Rights Agent").

WHEREAS, the Company and the Rights Agent are parties to that certain Section 382 Rights Agreement, dated as of August 14, 2020 (the "Rights Agreement"), as initially amended on June 4, 2021, further amended on May 16, 2024, further amended on March 31, 2025, further amended on August 13, 2025, further amended on September 30, 2025, further amended on December 23, 2025, and further amended on January 30, 2026 (the "Seventh Amendment");

WHEREAS, the Rights Agreement, under the terms of the Seventh Amendment, will expire at noon, New York City time, on March 2, 2026;

WHEREAS, the Company may amend the Rights Agreement pursuant to Section 26 thereof; and

WHEREAS, the Board of Directors of the Company has determined that it is in the best interests of the Company and its stockholders to extend the Final Expiration Date to noon, New York City Time, on March 11, 2026, in accordance with the terms set forth in this Eighth Amendment.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the Company and the Rights Agent agree as follows:

1. Amendments.

(a) Section 7(a) of the Rights Agreement is hereby amended and restated to read as follows:

"Subject to Section 7(e) and Section 27 hereof, the registered holder of any Rights Certificate may exercise the Rights evidenced thereby (except as otherwise provided herein including, without limitation, the restrictions on exercisability set forth in Section 9(c), Section 11(a) (iii) and Section 23(a) hereof) in whole or in part at any time after the Distribution Date upon surrender of the Rights Certificate, with the form of election to purchase and the certificate on the reverse side thereof duly executed, to the Rights Agent at the principal office or offices of the Rights Agent designated for such purpose, together with payment of the aggregate Purchase Price with respect to the total number of one one-thousandth of a share of Preferred Stock (or other securities, cash or other assets, as the case may be) as to which such surrendered Rights are then exercisable, at or prior to the earliest of (i) noon, New York City time, on March 11, 2026 (the "Final Expiration Date"), (ii) the time at which the Rights are redeemed as provided in Section 23 hereof, (iii) the time at which all of the Rights (other than Rights that have become void pursuant to the provisions of Section 7(e) hereof) are exchanged for Common Stock or other assets or securities as provided in Section 27 hereof, (iv) the Close of Business on the effective date of the repeal of Section 382 of the Code or any successor statute if the Board of Directors determines that this Agreement is no longer necessary or desirable for the preservation of Tax Benefits, or (v) the Close of Business on the first day of a taxable year of the Company to which the Board of Directors determines that no Tax Benefits may be carried forward (the earliest of (i) and (ii) and (iii) and (iv) and (v) being herein referred to as the "Expiration Date").

(b) All references to “noon, New York City time, on March 2, 2026” and “March 2, 2026” in Exhibit B (Form of Rights Certificate) and Exhibit C (Summary of Rights to Purchase Series A-1 Junior Participating Preferred Stock) to the Rights Agreement are amended to replace each such reference with “noon, New York City time, on March 11, 2026” and “March 11, 2026”, respectively.

2. **Capitalized Terms.** Capitalized terms not defined herein shall have the meanings given such terms in the Rights Agreement.

3. **Descriptive Headings.** Descriptive headings of the several Sections of this Eighth Amendment are included for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions hereof.

4. **Governing Law.** This Eighth Amendment shall be deemed to be a contract made under the laws of the State of Delaware and for all purposes shall be governed by and construed and enforced in accordance with the laws of such state applicable to contracts to be made and performed entirely within such State.

5. **Counterparts.** This Eighth Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument. A signature to this Eighth Amendment executed and/or transmitted electronically shall have the same authority, effect and enforceability as an original signature.

6. **Effect of Eighth Amendment.** Except as expressly modified by this Eighth Amendment, the Rights Agreement remains in full force and effect and is hereby ratified and confirmed.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Eighth Amendment to be duly executed as of the date first written above.

ENZON PHARMACEUTICALS, INC.

By: /s/Richard L. Feinstein
Name: Richard L. Feinstein
Title: Chief Executive Officer, Chief Financial Officer and Secretary

CONTINENTAL STOCK TRANSFER & TRUST COMPANY

By: /s/Henry Farrell
Name: Henry Farrell
Title: Vice President

[Signature Page to Eighth Amendment to Rights Agreement]
