

**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): April 16, 2024**

**Sage Therapeutics, Inc.**

(Exact name of registrant as specified in its charter)

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

**001-36544**  
(Commission  
File Number)

**27-4486580**  
(I.R.S. Employer  
Identification No.)

**215 First Street Cambridge, MA**  
(Address of principal executive offices)

**02142**  
(Zip Code)

**Registrant's telephone number, including area code (617) 299-8380**

**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:

Title of each class	Trading symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.0001 per share	SAGE	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 April 16, 2024, the Board of Directors of Sage Therapeutics, Inc. (the “Company”) approved an amendment (the “Plan Amendment”) to the Company’s Amended and Restated 2016 Inducement Equity Plan (the “2016 Inducement Plan”) to (i) decrease the number of shares of common stock of the Company reserved for issuance under the 2016 Inducement Plan to 428,074 shares and (ii) establish that no future awards may be made under the 2016 Inducement Plan after April 16, 2024.

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

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#">Amendment to Amended and Restated 2016 Inducement Equity Plan</a>
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.

Date: April 19, 2024

**SAGE THERAPEUTICS, INC.**

By: /s/ Anne Marie Cook  
Anne Marie Cook  
Senior Vice President, General Counsel

## SAGE THERAPEUTICS, INC.

## AMENDMENT NO. 1 TO AMENDED AND RESTATED 2016 INDUCEMENT EQUITY PLAN

WHEREAS, Sage Therapeutics, Inc. (the “Company”) maintains the Amended and Restated 2016 Inducement Equity Plan (the “Plan”); and

WHEREAS, the Board of Directors of the Company has determined that it is in the best interest of the Company and its stockholders to amend the Plan, pursuant to Section 15 thereof, to decrease the number of shares of common stock of the Company that may be granted under the Plan and to establish that no future awards may be granted under the Plan.

NOW, THEREFORE, in consideration of the foregoing, the Plan is amended, pursuant to Section 15 thereof, as follows:

1. Section 3(a) of the Plan is hereby deleted in its entirety and the following is inserted in lieu thereof:

“Stock Issuable. The maximum number of shares of Stock reserved and available for issuance under the Plan shall be 428,074 shares, subject to adjustment as provided in Section 3(b). The shares of Stock underlying any Awards under the Plan that are forfeited, cancelled, held back upon exercise of an Option or settlement of an Award to cover the exercise price or tax withholding, reacquired by the Company prior to vesting, satisfied without the issuance of Stock or otherwise terminated (other than by exercise or settlement) shall not be added back to the shares of Stock available for issuance under the Plan. In the event the Company repurchases shares of Stock on the open market, such shares shall not be added to the shares of Stock available for issuance under the Plan. Subject to such overall limitations, shares of Stock may be issued up to such maximum number pursuant to any type or types of Award. The shares available for issuance under the Plan may be authorized but unissued shares of Stock or shares of Stock reacquired by the Company.”

2. Section 18 of the Plan is hereby deleted in its entirety and the following is inserted in lieu thereof:

“This Plan shall become effective upon approval of the Plan by the Board in accordance with applicable state law, the Company’s bylaws and articles of incorporation, and applicable stock exchange rules or pursuant to written consent. No grants of Stock Options and other Awards may be made hereunder after the tenth anniversary of the Effective Date. Notwithstanding anything to the contrary in this Plan, no additional Award or Awards may be granted under this Plan after April 16, 2024, but Awards granted on or before such date shall remain outstanding, and the authority of the Administrator with respect thereto, including the authority to amend such Awards shall remain in effect, in each case in accordance with such Awards’ applicable terms and conditions and the terms and conditions of this Plan.”

Except as set forth above, all other terms of the Plan shall remain unchanged and in full force and effect.