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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): July 16, 2021 (July 12, 2021)**

**AXOGEN, INC.**

(Exact Name of Registrant as Specified in Charter)

**Minnesota**  
(State or Other Jurisdiction of  
Incorporation or Organization)

**001-36046**  
(Commission File Number)

**41-1301878**  
(I.R.S. Employer Identification No.)

**13631 Progress Boulevard, Suite 400 Alachua, Florida**  
(Address of principal executive offices)

**32615**  
(Zip Code)

**(386) 462-6800**  
(Registrant's telephone number, including area code)

N/A  
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box 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 exchange on which registered
Common Stock, \$0.01 par value	AXGN	The Nasdaq Stock 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. ☐

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**Item 1.01. Entry into a Material Definitive Agreement***First Amendment to Heights Union Lease*

On July 12, 2021, AC and the Company entered into the First Amendment to Office Lease (the “First Amendment”) with Heights Union I, LLC (“Heights Union”). Heights Union is the landlord of AC and the Company’s currently leased 75,000 square feet office space in Tampa, Florida (the “Heights Union Premises”) pursuant to that certain Office Lease dated as of September 20, 2018, as amended (the “Office Lease”).

The First Amendment revises the commencement date of the Office Lease to mean October 30, 2020 and revises the termination date of the Office Lease to be October 31, 2034. Pursuant to the First Amendment, AC and the Company are entitled to an additional 1 ½ months of abated Base Rent (as defined in the Office Lease). AC and the Company use the Heights Union Premises for general office, medical laboratory, training and meeting purposes.

The foregoing summary of the material terms of the First Amendment is qualified in its entirety by reference to the full text of the First Amendment, which is attached hereto as Exhibit 10.2 and incorporated herein by reference.

*Sixth Amendment to Headquarters Lease*

On July 13, 2021, Axogen Corporation (“AC”), a wholly owned subsidiary of Axogen, Inc. (the “Company”), entered into the Sixth Amendment to Lease (the “Sixth Amendment”) with Ology Bioservices Holdings, LLC (“Ology”) as successor in interest to SNH Medical Office Properties Trust. Ology is the landlord of AC’s currently leased, approximately 19,000 square foot corporate headquarters facility in the Progress Center at 13631 Progress Boulevard, Alachua, Florida 32615 (the “Current Premises”) pursuant to that certain lease dated as of February 6, 2007, as amended (the “Lease”).

The Sixth Amendment amends the Term (as defined in the Lease) to expire on October 21, 2026 (the “Expiration Date”). The portion of the term beginning on November 1, 2021 and ending on the Expiration Date is referred to as the “Extension Period”. Annual Gross Rent (as defined in the Lease) for each year of the Extended Period shall be equal to 103% of the Annual Gross Rent in effect for each immediately preceding year. AC’s Annual Gross Rent shall be approximately \$381,863 from November 1, 2021 through October 31, 2022.

The foregoing summary of the material terms of the Sixth Amendment is qualified in its entirety by reference to the full text of the Sixth Amendment, which is attached hereto as Exhibit 10.1 and incorporated by reference.

**Item 9.01. Financial Statements and Exhibits.****(d) Exhibits.**

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
10.1	<a href="#">First Amendment to Office Lease, dated as of July 12, 2021, by and among Axogen, Inc., Axogen Corporation and Heights Union I, LLC.</a>
10.2	<a href="#">Sixth Amendment to Lease, dated as of July 13, 2021, by and between Axogen Corporation and Ology Bioservices Holdings, LLC.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

**SIGNATURES**

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

AXOGEN, INC.

Date: July 16, 2021

By: /s/ Brad Ottinger

Brad Ottinger

General Counsel and Chief Compliance Officer

## FIRST AMENDMENT TO OFFICE LEASE

**THIS FIRST AMENDMENT TO OFFICE LEASE** (this "**First Amendment**") is made and entered into as of July 12, 2021 (the "**First Amendment Effective Date**"), by and between **HEIGHTS UNION I, LLC**, a Florida limited liability company, successor-by-assignment to Heights Union, LLC ("**Lessor**"), and **AXOGEN INC.**, a Minnesota corporation and including its wholly owned subsidiary **AXOGEN CORPORATION**, a Delaware corporation (collectively, "**Lessee**").

### WITNESSETH:

**WHEREAS**, Lessor and Lessee entered into that certain Office Lease dated effective as of September 20, 2018 (as assigned, the "**Lease**"), whereby Lessee leases approximately 75,000 rentable square feet of space (the "**Premises**") in the building known as Heights Union - West (the "**Building**"), as such Premises are more particularly described in the Lease; and

**WHEREAS**, Lessor and Lessee desire to make certain modifications to the Lease as hereinafter set forth.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and obligations set forth in the Lease and in this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby agree as follows:

1. **Defined Terms.** All terms used herein and denoted by their initial capitalization shall have the meanings set forth in the Lease unless set forth herein to the contrary.
2. **Commencement Date.** The "Commencement Date," as such term is defined in the Lease, is hereby revised to mean October 30, 2020.
3. **Termination Date.** The "Termination Date," as such term is defined in the Lease, is hereby revised to mean October 31, 2034.
4. **Measurement of Building.** Notwithstanding anything to the contrary in the Lease, the Building contains approximately 145,002 rentable square feet. Accordingly, Lessee's "Pro Rata Share," as such term is defined in the Lease, is hereby revised to mean 51.72% (75,000/145,002).
5. **Abated Base Rent.** Notwithstanding anything to the contrary in the Lease, Lessee shall be entitled to an additional 1 ½ months of abated Base Rent, meaning that Lessee is entitled to a total of 8 ½ months of abated Base Rent in the aggregate. Base Rent is abated from October 30, 2020 through July 14, 2021, with the first installment of Base Rent due and payable on or before July 15, 2021. Such first installment of Base Rent shall be prorated pursuant to Paragraph 3(c) of the Lease.
6. **Approved Signage.** Pursuant to Paragraph 22 of the Lease, Lessor hereby approves the signage specifications attached hereto and incorporated herein by reference as **Exhibit A** (the "**Approved Signage Specifications**"). Lessee shall be entitled to install signage on the exterior

wall at the top of the south-facing side of the Building consistent with such Approved Signage Specifications and the terms of the Lease. Lessor agrees to pay the reasonable and customary actual third-party costs incurred in connection with fabrication and installation of such approved signage.

7. **Parking.** Notwithstanding anything to the contrary in the Lease, Lessee's unreserved and unassigned parking spaces are located only on floors 3, 4, 5, 6 and 7 of the Parking Garage (the "**Permitted Floors**"). Parking on floors other than the Permitted Floors is prohibited.

8. **Acknowledgment.** Lessee hereby acknowledges and agrees that to the best of Lessee's knowledge as of the First Amendment Effective Date, Lessor is not in default in the performance of any of its obligations contemplated by the Lease, and that no matters, facts or circumstances exist which, with the passage of time or the giving of notice, or both, could constitute such a default by Lessor. Lessor hereby acknowledges and agrees that to the best of Lessor's knowledge as of the First Amendment Effective Date, Lessee is not in default in the performance of any of its obligations contemplated by the Lease, and that no matters, facts or circumstances exist which, with the passage of time or the giving of notice, or both, could constitute such a default by Lessee.

9. **Conflict/Ratification/Captions/Headings.** Except as amended herein, the Lease shall remain in full force and effect and the parties hereto ratify and reconfirm the Lease. In the event of any conflicts or inconsistencies between the provisions of the Lease and the provisions of this First Amendment, the provisions of this First Amendment shall control. The captions and headings of the various sections of this First Amendment are solely for the purpose of convenience. Such captions and headings are not a part hereof and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions of this First Amendment.

10. **Counterparts/Entire Agreement/Successors and Assigns.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute one agreement. A signature on this First Amendment executed by electronic means such as DocuSign or otherwise provided by electronic transmission shall be sufficient as an original for all purposes. This First Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. The provisions hereof shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

11. **Authority.** Lessor represents and warrants to Lessee that (a) it has the right, power and authority to execute and deliver this First Amendment and to perform its obligations hereunder and (b) this First Amendment has been duly authorized, executed and delivered by it and is a valid and binding obligation of it enforceable against it in accordance with the terms hereof. Lessee represents and warrants to Lessor that (x) it has the right, power and authority to execute and deliver this First Amendment and to perform its obligations hereunder, and (y) this First Amendment has been duly authorized, executed and delivered by it and is a valid and binding obligation of it enforceable against it in accordance with the terms hereof.

*(Signatures Commence on Following Page )*

IN WITNESS WHEREOF, Lessor and Lessee have caused this First Amendment to be executed by their respective duly authorized officers, if applicable, under seal, as of the First Amendment Effective Date.

**LESSEE: LESSOR:**

**AXOGEN INC.**, a Minnesota corporation

By: /s/ Karen Zaderej [SEAL]  
Name: Karen Zaderej  
Title: CEO

Attest: /s/ Brad Ottinger  
Name: Brad Ottinger  
Title: General Counsel

**AXOGEN CORPORATION**, a Delaware corporation

By: /s/ Karen Zaderej [SEAL]  
Name: Karen Zaderej  
Title: CEO

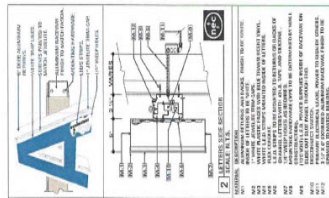
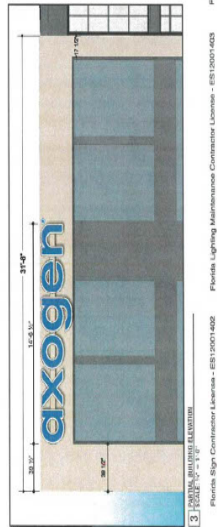
Attest: /s/ Brad Ottinger [SEAL]  
Name: Brad Ottinger  
Title: General Counsel

**HEIGHTS UNION I, LLC**, a Delaware  
limited liability company

By: Heights Union Development, LLC, a Florida limited liability  
company, its Sole Member

By: Tampa Heights Partners, LLC, a Georgia limited liability company, its  
Manager

By: /s/ Nathan P. Pramik [SEAL]  
Name: Nathan P. Pramik  
Title: Authorized Member



## **SIXTH AMENDMENT TO LEASE**

This **Sixth Amendment to Lease** (this "Sixth Amendment") is entered into as of July 13, 2021 by and between OLOGY BIOSERVICES HOLDINGS, LLC, a Delaware limited liability company ("Landlord") and AXOGEN CORPORATION, a Delaware corporation ("Tenant");

**WHEREAS**, Tenant entered into that certain Lease dated February 6, 2007 (the "Original Lease") for certain premises located at 13859 Progress Boulevard, Alachua, Florida, as amended from time to time to relocate the premises to the building known as Progress Two, Suite 400 and 600, which currently consists of approximately 18,811 rentable square feet (the "Premises");

**WHEREAS**, SNH MEDICAL OFFICE PROPERTIES TRUST, a Maryland real estate investment trust ("Prior Landlord") and Tenant have entered into that certain First Amendment to Lease dated March 14, 2012, that certain Second Amendment to Lease dated February 25, 2013, that certain Third Amendment to Lease dated November 12, 2013, that certain Fourth Amendment to Lease dated March 16, 2016, and that certain Fifth Amendment to Lease dated November 30, 2020 (the "Fifth Amendment" and together with the Original Lease, as amended prior to the Fifth Amendment, as so amended, the "Lease");

**WHEREAS**, Landlord succeeded to the interest of Prior Landlord under the Lease;

**WHEREAS**, Tenant did not exercise its right to extend the Lease, under and as provided in Section 4 of the Fifth Amendment, and the current Term of the Lease shall expire no later than October 31, 2021, and Tenant has no further option to extend the Lease;

**WHEREAS**, Landlord and Tenant desire to amend the Lease to extend the term thereof and to amend additional terms of the Lease, subject to and upon the terms and conditions hereinafter provided; and

**NOW, THEREFORE**, in consideration of the foregoing and for other consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree that the Lease is hereby amended as follows:

1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Lease.
2. Term. The definition of "Term" is hereby amended to reflect that the Term shall expire on 11:59 P.M. on October 31, 2026 ("Expiration Date"), or such earlier date on which the Term of the Lease shall expire or be canceled or terminated pursuant to any of the conditions or covenants of the Lease or pursuant to law, and furthermore, shall include any renewal term, if such renewal term shall come into existence; provided, the portion of the Term



commencing on November 1, 2021 (the “Extension Commencement Date”) and ending on the Expiration Date shall be referred to herein as the “Extension Period.”

3. Payment Address. Section 1.1(a) of the Lease is hereby amended to reflect that until further notice to Tenant from Landlord, Landlord's address for payment of Rent shall be:

Ology Bioservices Holdings, LLC  
c/o Avison Young Management (USA), LLC  
PO BOX 209375  
Austin, TX 78720-9375

4. Notice Addresses. Section 19.5 of the Lease is hereby amended to reflect that the addresses for notices are as follows:

To Landlord: c/o National Resilience, Inc.  
9310 Athena Circle, Suite 130  
La Jolla, CA 92037  
Attention: Ori Solomon

To Tenant: Axogen Corporation  
13631 Progress Blvd., Suite 400  
Alachua, FL 32615  
Attention: Brad Ottinger, General Counsel and Chief Compliance Officer

5. Rent. The definition of “Annual Gross Rent” is amended to reflect that during the Extension Period the Annual Gross Rent shall be payable in accordance with the following schedule:

<u>Dates</u>	<u>Rent Per Square</u>	<u>Annual Gross</u>	<u>Monthly Payment</u>
	<u>Foot</u>	<u>Rent</u>	<u>Rent</u>
11/1/2021 – 10/31/2022	\$20.30	\$381,863.30	\$31,821.94
11/1/2022 – 10/31/2023	\$20.91	\$393,338.01	\$32,778.17
11/1/2023 – 10/31/2024	\$21.54	\$405,188.94	\$33,765.75
11/1/2024 – 10/31/2025	\$22.19	\$417,416.09	\$34,784.68
11/1/2025 – 10/31/2026	\$22.85	\$429,831.35	\$35,819.28

All Annual Gross Rent shall be payable in equal monthly installments, in advance. The monthly installment of Annual Gross Rent payable prior to the Extension Commencement Date shall continue to be payable as set forth in Section 5 of the Fourth Amendment to Lease. Tenant shall pay its pro-rata share of increases in insurance and real estate taxes for the Premises upon the Extension Commencement Date. Tenant shall pay pro-rata share of actual costs for landscaping, cleaning, trash removal, fire protection, security and utilities.

6. Suite 600 Termination Option. Tenant shall have a one-time option ("Suite 600 Termination Option") to terminate the leasehold granted under the Lease with respect to the portion of the premises located at Suite 600 (the "Suite 600 Premises"), such termination to be effective on a date (the "Suite 600 Termination Date") on or after November 1, 2024, upon written notice to Landlord delivered one-hundred and eighty (180) days prior to the Suite 600 Termination Date. If Tenant exercises the Suite 600 Termination Option, Tenant shall reimburse Landlord for any unamortized portion of "Landlord Contribution" (as defined under Section 8 of this Sixth Amendment) and leasing commissions allocable to the Suite 600 Premises, in addition to two months Base Rent allocable to the Suite 600 Premises.

7. Additional Security Deposit. On or before the execution of this Sixth Amendment, Tenant shall deposit with Landlord an additional security deposit in the amount of \$4,879.27 whereupon the definition of "Security Deposit" set forth in Sections 1.1(k) and 3.7 of the Original Lease shall be amended to be \$31,821.94.

8. Tenant Improvement Allowance. Tenant acknowledges that it is currently in possession of the Premises and is agreeing to an extension of the Term as provided herein with the Premises being accepted in "as is" condition as of the date of this Sixth Amendment. Notwithstanding the foregoing, Tenant, at Tenant's sole cost and expense (except to the extent of Landlord's Contribution, hereinafter defined), shall be responsible for making any alterations or improvements to the Premises desired by Tenant, subject to Landlord's approval, as hereinafter provided.

Tenant shall prepare complete construction drawings and specifications ("Tenant's Plans") for the improvements to the Premises desired by Tenant, and submit the same to Landlord for Landlord's approval in accordance with the provisions of Section 7.2 of the Original Lease within sixty (60) days of the date of this Sixth Amendment. Landlord shall respond to Tenant's Plans (either by approval, request for additional information, request for-revision or communication of a reason for failure to approve) within seven (7) Business Days after the date of Landlord's receipt of Tenant's Plans (or any resubmission) plus such additional period of time as may be necessary for review of Tenant's Plans by a third-party architect, engineer or other consultant if Landlord reasonably determines that any aspect of Tenant's Plans requires such third-party review. Unless Landlord shall have approved all of Tenant's Plans, Tenant shall deliver to Landlord such additional information, documentation and/or revisions to Tenant's Plans as are necessary to obtain Landlord's approval of Tenant's Plans and this process shall continue until Tenant's Plans are approved by Landlord. All work to be done at the Premises shall meet City and County code requirements and be performed under a valid building permit by a contractor licensed to work in the State of Florida.

Upon approval of Tenant's Plans by Landlord Tenant shall cause its contractor(s) (selected by Tenant, but subject to approval by Landlord, which approval shall not be unreasonably withheld or delayed) to perform the work and improvements described on such approved Tenant's Plans (collectively, "Tenant's Work") diligently and continuously until Tenant's Work is completed. Tenant's Work shall be performed in accordance with the

provisions of Section 7.2 of the Original Lease. Tenant agrees (i) to cease promptly upon notice from Landlord any activity or work which has not been approved by Landlord or is not in compliance with the provisions of the Lease, and (ii) to comply and cause its contractors to comply promptly with all reasonable procedures and regulations prescribed by Landlord from time to time.

Tenant's Work shall be considered substantially complete and the "Substantial Completion Date" shall occur as of the first day as of which all of the following requirements have been met: (i) all Tenant's Work shown and described in Tenant's Plans has been completed in accordance with Tenant's Plans, with only punch-list items (i.e., minor and insubstantial details of decoration or mechanical adjustment) excepted; (ii) all electrical, mechanical, plumbing and HVAC facilities installed by Tenant, if any, are functioning properly; (iii) the Premises are reasonably free of debris and construction materials; (iv) if applicable, Tenant's architect has issued a certificate of substantial completion on the standard AIA form, which has been delivered to Landlord; and (v) if applicable, all required governmental inspections have been successfully completed and any final or amended certificate of occupancy required as a result of Tenant's Work has been issued and a copy thereof delivered to Landlord.

Provided the Lease is in full force and effect and subject to the provisions of this Section 8 of this Sixth Amendment, Landlord shall provide Tenant with an allowance ("Landlord's Contribution") equal to the lesser of the cost of Tenant's Work or \$225,732.00. For purposes of this Section 8, the "cost" of Tenant's Work shall mean the actual third-party costs incurred by Tenant in connection with performing Tenant's Work including, without limitation, all fees and expenses of Tenant's architectural and engineering professionals all contractor charges for the cost of labor and materials, profit, general conditions and overhead and supervision, all filing fees and other permitting costs and, subject to a limit of 5% of such total costs, and fees paid to independent construction managers, if any.

Tenant may requisition Landlord for payment of Landlord's Contribution monthly (hereinafter "Progress Payments") provided that Landlord may withhold ten percent (10%) of the amount due for Tenant's Work on each Progress Payment paid prior to the Substantial Completion Date until the Final Payment (hereinafter defined). Each requisition for a Progress Payment shall include (i) a detailed breakdown of the cost of Tenant's Work included in the requisition, (ii) copies of invoices from Tenant's contractors, suppliers and others, as applicable, substantiating such costs, and (iii) executed waivers of mechanic's or material supplier's liens (in such form as Landlord or its lenders shall reasonably require) on account of any labor and/or materials furnished by such party through the date of the requisition (provided that any such waiver may be conditioned upon receipt of the amount requested for such party in the requisition). Landlord shall make each Progress Payment (in an amount not to exceed the lesser of (x) the cost of Tenant's Work, as evidenced by the documentation submitted with the applicable requisition, or (y) the balance of Landlord's Contribution then remaining, less amounts retained by Landlord as hereinabove provided) to Tenant (or at Tenant's request, to its

general contractor) within thirty (30) days after Landlord's receipt of a Progress Payment requisition with all required supporting documentation.

After the Substantial Completion Date shall have occurred, Tenant may submit a final requisition to Landlord (the "Final Payment"). Such requisition shall include (i) a final, detailed breakdown of the cost of Tenant's Work, (ii) final mechanic's and material supplier's lien waivers (provided that any such waiver may be conditioned upon receipt of the amount requested for such party in the applicable requisition) and (iii) all other documentation required for the Progress Payment pursuant to the preceding paragraph as to the portion of Tenant's Work covered by the Final Payment. Landlord shall make payment of the Final Payment in an amount equal to the lesser of (x) the unreimbursed cost of Tenant's Work, as evidenced by the documentation submitted with the requisition for the Final Payment or (y) the balance of Landlord's Contribution then remaining, if any (including any retained amounts), to Tenant (or at Tenant's request, to its general contractor) within thirty (30) days after Landlord's receipt of a requisition for the Final Payment with all required supporting documentation.

Notwithstanding the foregoing, Landlord shall have no obligation to make any Progress Payment or the Final Payment, (a) if (or to the extent) Tenant shall not have submitted paid receipts for Tenant's Work together with all required supporting documentation by December 31, 2022, time being of the essence, (b) at a time when there exists an event of default and/or (c) if the Lease shall have terminated. Any balance of Landlord's Contribution which Landlord is not required to pay to Tenant (or its general contractor, as applicable) pursuant to this Section 8 shall be the property of Landlord.

Both Landlord and Tenant shall appoint one individual as its "Construction Representative" who is authorized to act on its behalf in connection with any matters arising pursuant to this Section 8. The Construction Representative may be changed from time to time by notice hereunder from the then current Construction Representative to the other party's Construction Representative or by notice from Landlord or Tenant pursuant to Section 19.5 of the Original Lease. The initial Construction Representative of the Landlord shall be Avison Young, and of Tenant shall be Nathaniel Long. Notwithstanding Section 19.5 of the Original Lease, any notices or other communication under this Section 8 may be made by letter or other writing sent by U.S. mail or email, provided the communication is made by one party's Construction Representative to the other party's Construction Representative.

9. Limited Recourse to Premises. Tenant shall not assert nor seek to enforce any claim for breach of the Lease against any of Landlord's assets other than Landlord's interest in the Premises, and Tenant agrees to look solely to such interest for the satisfaction of any liability or claim against Landlord under the Lease, it being specifically agreed that in no event whatsoever shall Landlord ever be personally liable for any such liability. Tenant furthermore agrees that no trustee, officer, director, general or limited partner, member, shareholder, beneficiary, employee or agent of Landlord (including any person or entity from time to time engaged to supervise and/or manage the operation of Landlord) shall be held to any liability, jointly or severally, for any debt, claim, demand, judgment, decree, liability or obligation of any

kind (in tort, contract or otherwise) of, against or with respect to Landlord or arising out of any action taken or omitted for, or on behalf of, Landlord.

10. Brokers. Tenant warrants and represents that it has dealt with no broker in connection with the consummation of this Sixth Amendment, other than Avison Young ("Broker") and in the event of any brokerage claims or liens, other than by Broker, against Landlord or the Premises predicated upon or arising out of prior dealings with Tenant, Tenant agrees to defend the same and indemnify and hold Landlord harmless against any such claim, and to discharge any such lien. Landlord shall pay a brokerage commission arising out of the consummation of this Sixth Amendment to Broker pursuant to a separate agreement between Landlord and Broker.

11. Holdover. Upon the expiration of the Term, Tenant shall vacate the Premises, and surrender the same to Landlord in accordance with the provisions of Section 6.4 of the Original Lease. Upon the exercise of the Suite 600 Termination Option, Tenant shall vacate the Suite 600 Premises and surrender the same to Landlord in accordance with the provisions of Section 6.4 of the Original Lease. Tenant's failure to vacate and surrender the Premises, in accordance with the first sentence of this paragraph, or the Suite 600 Premises, in accordance with the second sentence of this paragraph, shall be deemed a holdover pursuant to Section 3.4 of the Original Lease, and in addition to other charges due pursuant to the Lease as amended hereby with respect to the Premises or the Suite 600 Premises, as applicable, for such holdover period of time, Tenant shall pay to Landlord twice the Annual Gross Rent for the Premises or the Suite 600 Premises, as applicable, in effect immediately preceding the expiration of the Term or the date of the Suite 600 Termination Date, as applicable, for each day of such deemed holdover. In addition, Tenant shall indemnify Landlord and hold it harmless from and against any and all loss, cost, damage or expense incurred by Landlord arising out of Tenant's failure to vacate and surrender the Premises or the Suite 600 Premises in accordance with the terms of the Lease and this Sixth Amendment.

12. Ratification. As amended hereby, the Lease is hereby ratified and confirmed.

[signature page follows]

**IN WITNESS WHEREOF**, the parties hereunto have executed this Sixth Amendment of the date first written above.

**LANDLORD:**

OLOGY BIOSERVICES HOLDINGS, LLC

By: /s/ Ori Solomon  
Name: Ori Solomon  
Title: Authorized Signatory

**TENANT:**

AXOGEN CORPORATION

By: /s/ Peter J. Mariani  
Name: Peter J. Mariani  
Title: Executive VP and Chief Financial Officer